EPHRAIM MOGALE LOCAL MUNICIPALITY

BID DOCUMENT

TENDER NO. EPMLM/8/3/487

SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA

CIDB GRADING: 4EP OR HIGHER

JANUARY 2023

PREPARED FOR AND BY
THE ACTING MUNICIPAL MANAGER **EPHRAIM MOGALE LOCAL MUNICIPALITY** Private Bag x 111 **MARBLE HALL** 0450 Tel: (013) 261 8400 Fax: (013) 261 4055

NAME OF BIDDER : .....

CSD SUPPLIER NO : .....

CRS (CIDB) NO : .....

TENDERED AMOUNT (WORDS) : .....

.....

.....

TENDERED AMOUNT (FIGURES) : .....

TEL NUMBER : .....

FAX NUMBER : .....

Etender Document

EPHRAIM LOCAL MUNICIPALITY

SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA

EPMLM/8/3/487

Contents

Number	Heading

The 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 schedules

T2.1	List of Returnable Documents
T2.2	Returnable Schedules to be completed by tenderer

The Contract

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Form of Guarantee
C1.4	Agreement with Adjudicator
C1.5	Agreement in Terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993

Part C2: Pricing data

C2.1	Pricing Instructions
C2.2	Bill of Quantities

Part C3: Scope of Work

C3.1	Standard Specifications
C3.2	Project Specifications
C3.3	Particular Specifications

Part C4: Site information

C4.1	Tender Drawings

Tender Document

PART T1: BIDING PROCEDURES

TABLE OF CONTENTS **Page**

T1.1: BID NOTICE AND INVITATION TO BID T.2
T1.2: BID DATA T.6
T1.3: STANDARD CONDITIONS OF BID T.12

Etender Document

EPHRAIM MOGALE LOCAL MUNICIPALITY

SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA

BID NUMBER: EPMLM/8/3/487.

IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable Bid", and as such will be rejected.

The Municipality shall adjudicate and award tenders in accordance with **the Preferential Procurement Policy Framework Act 5 of 2000 and revised Preferential Procurement Regulation of 2022** on 100 points functionality and on a 80/20 points system, where 80 points are for the price and 20 points for Specific goals according to the said legislation.

1. If the bidder is not registered on the National Treasury's Central Supplier Database (CSD) with a compliant tax status and active business status,
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e only lump sums provided.
4. Scratching out without initialising next to the amended rates or information, writing over or painting out rates affecting evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
6. The Bid document has not been properly signed by a party having Authority to do so, according to the example of **"Authority of Signatory".**
7. No authority of signatory submitted – where it is stated that a **duly signed and dated original or certified copy of the company's relevant resolution on the company letterhead** of their members or their board of directors, must submitted.
8. **Particulars required in respect of the bid have not been completed, except if information required on Preference Schedule in respect of specific goals, is not completed, the bid will not be disqualified but no preference points will be awarded**.
9. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
10. The bid has been submitted either in the wrong tender box or after the relevant closing date and time.
11. If any municipal rates and taxes or municipal service charges are owed by the bidder and any of it directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
12. If any bidder who during the last five (5) years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
13. The Accounting Officer must ensure that irrespective of the procurement process followed, no ward may be given to a person;
    i. Who is in the service of the state, or
    ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state, or

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iii. Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.

14. Bid offers will be rejected if the bidder or any of its directors is(are) listed on the National Treasury List of Restricted Suppliers and List of Tender Defaulters, as persons prohibited from doing business with the state.
15. Bid offers will be rejected if the bidder has abused the Ephraim Mogale Local Municipality's Supply Chain Management System.
16. Failure to attach a copy of a valid signed Joint Venture/Consortium Agreement (if applicable) to the bid document.
17. Form of Offer and Acceptance not completed (**amount in figure and words**) and signed by the authorised signatory.
18. Not signing of all relevant forms in the tender document on the spaces provided.

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T1.1: BID NOTICE AND INVITATION TO BID

EPHRAIM MOGALE LOCAL MUNICIPALITY

BID NUMBER: EPMLM/8/3/487

Bids are hereby invited for the **SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA in Ephraim Mogale Local Municipality in Limpopo.**

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Bid documents are available from the Cashier's Office, Ephraim Mogale Local Municipality for a non-refundable bid fee and also for free download on www.etenders.gov.za.

It is estimated that tenderers should have an estimated CIDB contractor grading of **4EP OR HIGHER**

Only bidders who comply with the following requirements are eligible to submit bids:

- Register with CIDB and having an estimated grading of **4EP OR HIGHER**
- Bids will be evaluated on the 80/20 points system
- Bids will be evaluated on the functionality with a minimum qualifying score of 70 points.
- Bids must meet the minimum threshold for local production and content requirements of 90% for electrical cables, 100% for steel structures and reinforcement, 100% for cement and 60% for LED floodlights.

Criteria	Maximum Weights
Company Experience	**40**
Specific personnel knowledge	**30**
Bank rating/Financial Standing	**30**
Total Points for Functionality	**100**

Only bidders who can demonstrate that they will have in their employ staff which satisfies EPWP requirements during the contract validity are eligible to submit bids.

Bid documents will be obtainable as from Tuesday, **30 January 2024** at the offices of Ephraim Mogale Local Municipality (not on Site, in Marble Hall, upon of a non-refundable amount of **R690** only cash or bank guaranteed cheque made out to Ephraim Mogale Local Municipality will be acceptable.

All bids will remain valid for a period of ninety days after the time and date of opening. Late submissions, telegraphic, telegraphic or e-mail transmission bid will not be accepted. Ephraim Mogale Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept a bid as a whole or in part.

All bids and supporting documents must be sealed in a cover clearly marked "**BID No. EPMLM/8/3/487: SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA''** and must be deposited in the bid box at **ground floor Finance Department, Ephraim Mogale Local Municipality, Marble Hall, not later than 12:00 on 14 February 2024**.

Supply Chain Management related enquiries can be directed to the SCM Office of Ephraim Mogale Local Municipality on 013 261 8450 / 8462 / 8496 / 8448 / 8541 or by email to ephmlmsupplychain@emogalelm.gov.za. Technical related enquiries can be directed to **Mr. J Durie** from the Electrical Department of Ephraim Mogale Local Municipality on **013 261 8454 / jdurie@emogalelm.gov.za.**

MOROPA M.E.

MUNICIPAL MANAGER

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T1.2: BID DATA

The Conditions of bid in the Standard Conditions of bid as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* contains references to the bid Data for details that apply specifically to this bid.

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

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

Each item of bid Data given below is cross-referenced to the relevant clause in the standard Conditions of BID.

F.1.1 The Employer for this Contract is: **EPHRAIM MOGALE LOCAL MUNICIPALITY.**

F.1.2 Bid Documents

The Bid Document consists of the following:

BID

Part T1: Bidding 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 bid 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.

F.1.4 The Employer's agent is:

Name : Mr. JL Durie
Telephone : (013) 261 8400

F.1.5 The Employer's right to accept or reject any bid offer

The Employer is not obliged to accept the lowest or any bid offer.

F.2.1 Eligibility

A bidder will not be eligible to submit a bid if:

(a) The Contractor submitting the bid is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt of fraudulent practices;

(b) The bidder does not have the legal capacity to enter into the contract.

(c) The Contractor submitting the BID is insolvent, in receivership, bankrupt or being

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wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;

(d) The bidder does not comply with the legal requirements stated in the Employer's procurement policy;

(e) The bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;

(f) The Bidder cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

Only those bidders who are registered with the Construction Industry Development Board (CIDB) in a contractor-grading equal to or higher than a contractor grading designation **4EP OR HIGHER** or higher **4EP OR HIGHER** or a combined grading (in the case of a joint venture) equal or higher than **4EP OR HIGHER** as defined in the Regulations (09 August 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, are eligible to submit BIDs for this contract.

F.2.7 Site visit and clarification meeting

The arrangements for the compulsory clarification meeting are as stated in the Bid Notice and Invitation to bid – **no compulsory briefing session for this project.**

F.2.10 Pricing the bid offer

(a) Value Added Tax

- The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.
- The successful bidder shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.
- Payment of VAT to non-VAT vendors shall be processed from the month in which the bidder's liability with the South African Revenue Services is effective.

F.2.11 Alterations to document

A BID offer shall not be considered if alterations have been made to the forms of bid data or contract data (unless such alterations have been duly authenticated by the bidder) or if any particulars required therein have not been completed in all respects.

F.2.12 Alternative bid offers

No alternative offers will be considered.

F2.13 Submitting a bid Offer

F.2.13.1 No Bidder may submit more than one Bid as set out in this clause in the Standard Conditions of Bid

F.2.13.3 Bid offers shall be submitted as an original only.

Under no circumstances whatsoever may the bid forms be retyped or redrafted.

Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.

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F.2.15 Closing Time

The closing time for submission of bid Offers is: 12:00 hrs. on **14 February 2024.** Telephonic, telegraphic, telex, facsimile, electronic or e-mailed BIDs will not be accepted.

F.2.16 Bid offer validity

The bid Offer validity period is 90 days from the closing time for submission of bids.

F.2.17 The Bided lump sums and rates shall be final and binding irrespective of the total Bid price

F.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of bid Documents

Not applicable.

F.2.23 Certificates

The bidder is required to submit with his bid the following Mandatory documents:

- Valid Proof of registration with CIDB
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Certified Copies of Appointment letters and Completion certificate of relevant project
- Valid proof of registration with the compensation for occupational injuries and Diseases Act (COIDA)
- Municipal Account not older than 3 months for both directors and company
- Valid proof of registration as electrical contractor with the Department of Labour

Additional Mandatory requirements
The Municipality adheres to all the acts relevant to procurements of goods and/or Services and its supply chain management policy. The Prescriptions of the Constitution and industry Development Board (CIDB) will apply.

F.3.4 Opening of bid Submissions

The time and location for opening of the **bid** offers are:

Time : 12:00 hrs. **Date:** 14 February 2024

Location / Venue: **Finance Building, Marble Hall: EPHRAIM MOGALE LOCAL MUNICIPALITY**
Bid box,
Tel No (013) 261 8400

F.3.5 The two-envelope system will **not** apply to this bid.

F.3.11 Evaluation of bid Offers

Bidders will be evaluated on quality, price and preference. It is important that the relevant information is included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original Bid document will render the Bid non-responsive. Failure to comply with the above requirements will result in the Bid being disqualified.
The Bid evaluation will be conducted as follows:

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1(a) First
Bid documents that have been disassembled and copies of the Bid documents will be disqualified outright.

1(b) Second
Bidders will be checked for compliance with Bid Conditions and administrative responsiveness. Non-compliance with any of the requirements will render the Bid non-responsive and it will not be carried forward to the next stage. (refer to 2(a) below).

1(c) Third

The Bidder's experience, staffing and methodology will be evaluated. Each Bid will be assessed and awarded points for Functionality. **Failure to achieve 70 points out of the 100 for Functionality will render the Bid non-responsive.**

Only Bidders that score the specified minimum number of points for Functionality will be deemed to be acceptable and carried forward to the next stage. The rest will be disqualified. The points for functionality will not be carried forward to the remainder of the evaluation. (refer to 2(b) below)

1(d) Fourth

Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20. (Refer to 2(c) below)

1(e) Fifth

Points for specific goal will be awarded in accordance with EPMLM approved policy as per the amended Preferential Procurement regulations, 2022. refer to 2(d) below)

1(f) Final

The Bid will be awarded to the short-listed Bidder who has scored the highest points for price and specific goals, unless there are justifiable, objective reasons to award the Bid to another Bidder. However, the Employer retains the right not to accept any Bid. Refer to (2e) below)

2(a) Compliance with Bid Conditions and other Requirements

The Bid will be checked to ensure that they comply with the Bid Conditions and all other requirements of the project document. In particular, the following documentation must be completed, signed and included in the Bid:

a) Certificate of attendance at site inspection, to be signed onsite inspection attendance register, only applicable in case were there is a compulsory site meeting for the bid.
b) Certificate of Authority for Signature. For JV's a JV Agreement shall be provided (if applicable)
c) Record of addenda to Bid documents.
d) Certificate of non- collusive Bid
e) Compliance with Occupational Health and Safety Act
f) Compulsory enterprise questionnaire.
g) Financial details, statements and bank references.
h) Declaration of bidder's past supply chain management practices.
i) Declaration of interest
j) Construction industries development board registration.
k) Form C1.1 – Form of Offer and Acceptance
l) Contract Data Section 2: Data provided by the contractor

Failure to comply with the Bid Conditions or to supply the necessary information at Bid closure **WILL** result in the Bid being rejected. Non submission of any of the forms listed above will result in the Bid being rejected as non-responsive.

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2(b) Second Stage in Evaluation: Quality or Functionality: Points System

A brief description of the scoring system is given below. A tabulated score sheet which will be used in the evaluation is as shown below.

The Bidder must be able to demonstrate that he understands the project and the various tasks required. Innovative solutions will be viewed favourably. For a definition of all terms, refer to Scope of Works. Bidders' submissions will be evaluated based on compliance with the following criteria to determine the responsiveness to the bid requirements:

I. Organogram and CV's for key personnel

II. Capability statement of the company with regard to this type of work in general, and the

Specifications of this bid. Provide project descriptions of similar completed projects, highlighting similarities between the completed projects and the specifications of this project. Highlight experience with similar projects in South Africa for similar electrical distribution authorities in the past 5 years. Provide contact details of employers for these projects. Points will be awarded for each project completed that is at least one grading lower than the CIDB grading called for this project.

III. Plant and equipment: Indicate own and hired equipment, clearly indicating equipment to

be used specifically for this project.

IV. Bank rating: Bidder's bank to complete the included form

Functionality

The bid will be subjected to functionality evaluation as per below criteria. Bidders will be required to obtain a minim qualifying score of **70 points** out of **100** to be further evaluated for price and preferential points

<table>
<tr><th>Clause No:</th><th>Tender Data</th></tr>
<tr><td></td><td>
The scoring for Grade 4EP will be according to the table below.
It is important that the Bidder provides information as requested as this information will be used for functionality in which a minimum of 70 points must be scored to move to the next stage of evaluation. The scoring will be according to the table below
<table>
<tr><th colspan="3">Functionality Scorecard</th></tr>
<tr><th>Criteria</th><th>Scoring guide</th><th>TOTAL POINT</th></tr>
<tr><td>Company Experience:
The tenderer to attached the 4 largest appointment letters of similar (mast light) projects & completion certificates completed in the past 5 years. Failure to submit the required appointment letter and Completion certificates for each project signed by the employer/customer will resultin the bidder getting
zero points.</td><td>
<table>
<tr><th>N0</th><th>Target Goals: List referencewith details (High Mast Light)</th><th>Maximum points (40)</th></tr>
<tr><td>1.</td><td>Completed projects with a value of R1 million or more.</td><td>10 points each</td></tr>
<tr><td>2.</td><td>Completed projects with a value of R500 000 or more and less than R1 million.</td><td>5 points each</td></tr>
<tr><td>3.</td><td>Completed projects with a value of R200 000 or more and less than R500 000.</td><td>3 points each</td></tr>
<tr><td>4.</td><td>Completed projects with a value of less than R200 000.</td><td>0 points each</td></tr>
</table>
</td><td>40</td></tr>
</table>
</td></tr>
</table>

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	Specific Personnel Knowledge Certified copies of Academic qualification certificates and registrations with a professional body needs to be attached for functionality points scoring otherwise no points will be allocated. Certified copies should not be older than three (3) months**. (Attach letter of employment or letter stating that the incumbent will be employed should the bid be successful)**	Desig nation	Designation	**30**
		Project Manager	**<u>Project Manager:</u>** **<u>Points: 15</u>** **<u>Formal Electrical Qualifications</u>** 0: No formal electrical education 3: Electrical qualification: Certificate N6 / Diploma 5: Electrical qualification: Degree - B-Tech / BSC or above **<u>ECSA Registered</u>** 0: No ECSA registration certificate 3: Candidate ECSA registrations 5: Registered with ECSA as professional **<u>Working Experience</u>** 0: 0-5 years' experience 3: >5 years' experience 5: >10 years' experience	
		Site Foreman	**<u>Site Foreman/Agent: (always on site)</u>** **<u>Points: 15</u>** **<u>Formal Electrical Qualifications</u>** 0: No formal electrical education 3: Electrical qualification: Certificate N3 5: Electrical qualification: N Diploma/ Diploma or above **<u>Trade Tests</u>** 0: No trade certificates 5: Trade test Electrician **<u>Working Experience</u>** 0: 0-3 years' experience 3: >3 years' experience 5: >5 years' experience	

Clause Number	**Tender Data**				
	FinancialCapacity Ability of the worker to finance working capital requirement before the first claim is paid by the client. The tenderer to submit a letter from the bank indicating the bank rating. Theletter should notbe older than six (6) months	**Bank rating**	**Weighting**	**Score**	**30**
		Bank rating =A	30		
		Bank rating =B	25		
		Bank rating =C	20		
		Bank rating =D	10		
		Bank rating =E,F to G	0		
	Functionality Threshold (Minimum score)				70
	Total Points for Functionality				100

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2(c) Fourth Stage in Evaluation: Price

The following must be completed in full

- The pricing schedule
- The form of offer. No alterations, subtractions or additions may be made to the items in the pricing schedule. All items must be priced or calculated.

A total of 80 points will be awarded to the Bid with the lowest balanced price. The other Bidders will be awarded points based on the ratio of the price under consideration to the lowest price.

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

where

Ps	=	Points scored for comparative price of bid under consideration
Pt	=	Comparative price of bid under consideration
P_{min}	=	Comparative price of lowest acceptable bid

2(d) Fifth Stage in Evaluation: Specific goal (Ph)

The Bidders will then be evaluated in terms of the Construction industry scorecard and the PPPFA, 2000 (Act No 5 of 2000); Preferential Procurement regulation, government gazette no 47452 issued on 4 of November 2022 with the values of Ph indicated as the number of points for specific goals shown below.

80/20		
Preference Points for specific goals	**Means of Verification**	**Number of Points**
100 % Black Ownership	Identification document	10
Women	Identification document	5
People with Disability	Medical Report indicating disability	3
Youth (18 to 34 Years of age)	Identification document	2

2(e) Final Stage in Evaluation : Calculation of Final Total Points

The final score or final total points for each Bid will be calculated by adding the scores from the; calculations.

$$P = Ps + Ph$$

F.3.13 Acceptance of bid Offer

F.3.13.1 Bid offers will only be accepted on condition that:

(a) the bid offer is signed by a person authorized to sign on behalf of the Bidder;

(b) an active and compliant registration on the Central Supplier Database;

(c) the bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014, is included with his bid submission;

(d) a bidder who submitted a bid as a Joint Venture has included an acceptable Joint Venture Agreement with his bid;

(e) the bidder or a competent authorized representative of the contractor who submitted the bid has attended the compulsory clarification meeting or site inspection;

(f) the contractor who submits the bid has been registered with the Construction Industry

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Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act, or if the contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of bids;

(g) the bidder or any of its principals is not listed on the register of bid 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;

(h) the bidder has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;

(i) the bidder or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the BID submission.

(j) the employer is satisfied that the bidder or any of his principals have not influenced the BID offer and acceptance by the following criteria:

a. having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;

b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;

c. having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the bidder's favour;

d. having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Bidding for this Contract or as to the amount of the BID to be submitted by either party;

e. having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed bid;

f. the employer may, in addition to using any other legal remedies, repudiate the bid offer and acceptance and declare the Contract invalid should it have been concluded already.

F.3.18 Copies of Contract

The number of paper copies of the signed contract to be provided by the Employer is ONE.

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T1.3: STANDARD CONDITIONS OF BID

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each bidder submitting a bid offer shall comply with these conditions of bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeous and with integrity, and behave equitably, honestly and transparently.

F.1.2 Bid Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **Comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration

b) **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 bid process; and

c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a bidder 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 bidder. The name and contact details of the employer's agent are stated in the bid data.

F.1.5 The employer's right to accept or reject any bid offer

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

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

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F.2 Bidder's obligations

F.2.1 Eligibility

Submit a bid offer only if the bidder complies with the criteria stated in the bid data and the bidder, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of biding

Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

Obtain, as necessary for submitting a bid 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 bid documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the bid data.

F.2.8 Seek clarification

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

F.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 bidder is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the bid offer

F.2.10.1 Include in the rates, prices, and the bided total of the prices (if any) all duties, taxes

(except Value Added Tax (VAT)), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the bid data.

F2.10.2 Show VAT payable by the employer separately as an addition to the bidder's total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in

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the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative bid offers

F.2.12.1 Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the bidder proposes.

F.2.12.2 Accept that an alternative bid offer may be based only on the criteria stated in the bid data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a bid offer

F.2.13.1 Submit a bid offer 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 bid data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the bid offer communicated on paper as an original plus the number of copies stated in the bid data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the bid offer where required in terms of the bid data. The Employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders
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 bid offer.

F.2.13.5 Seal the original and each copy of the bid 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 bid data, as well as the bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the bid data, as well as the bidder's name and contact address.

F.2.13.7 Seal the original bid 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 bid data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.

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

Accept that bid 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.

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F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the bid offer at the address specified in the bid data not later than the closing time stated in the bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the bid data.

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

F.2.16 Bid offer validity

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

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

F.2.17 Clarification of bid offer after submission

Provide clarification of a bid offer in response to a request to do so from the employer during the evaluation of bid 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 total of the prices or substance of the bid offer is sought, offered, or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the bid offer, the bidder'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 bidder 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 bid offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other bid documents

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

F.2.23 Certificates

Tender Document

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the bid closing time stated in the Bid Data and notify all bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the bid documents to each bidder during the period from the date of the Bid Notice until seven days before the bid closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all bidders who drew documents.

F.3.3 Return late bid offers

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

F.3.4 Opening of bid submissions

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

F.3.4.2 Announce at the opening held immediately after the opening of bid submissions, at a venue indicated in the bid data, the name of each bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid offer only.

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by bidders, then advise bidders 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 bidders, who score in the quality evaluation above the minimum number of points for quality stated in the bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

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F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each bid offer properly received:

a) Meets the requirements of these Conditions of Bid,
b) Has been properly and fully completed and signed, and
c) is responsive to the other requirements of the bid documents.

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

- Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

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

F.3.9 Arithmetical errors

Check responsive bid offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

- If a bill of quantities (or schedule of rates) 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 will be corrected.

- 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 bidder's addition of prices, the total of the prices shall govern and the bidder will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the bided total of the prices.

Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a bid offer

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

F.3.11 Evaluation of bid offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the Bid Data and described below:

Method 1: Financial offer	1) Rank bid offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score bid evaluation points for financial offer. 2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest.

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	5 Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for Preferencing. 4) Calculate total bid evaluation points. 5) Rank bid offers from the highest number of bid evaluation points to the lowest.
	6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive bid offers using either formulas 1 or 2 below as stated in the Bid Data:

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:
Pm = the comparative offer of the most favourable bid offer.
P = the comparative offer of bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of bid offer

F.3.13.1 Accept bid offer only if the bidder satisfies the legal requirements stated in the Bid Data.

F.3.13.2 Notify the successful bidder of the employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity

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period stated in the bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful bidders

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

F.3.15. Prepare contract documents

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

a) Addenda issued during the bid period,
b) Inclusion of some of the returnable documents,
c) Other revisions agreed between the employer and the successful bidder, and
d) The schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of bid require the bidder to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

Etender Document

PART T2: RETURNABLE SCHEDULES

TABLE OF CONTENTS **Page**

T2.1: LIST OF RETURNABLE DOCUMENTS……..... T.21

T2.2: RETURNABLE SCHEDULES TO BE COMPLETED BY TENDERER ……..... T.22

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T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

A	MBD 1 – BIDDING INFORMATION & TERMS OF BIDDING	
B	MDB 4 - DECLARATION OF INTEREST	
C	MDB 6.1 - PREFERENCE SCHEDULE AND VERIFICATION	
D	MBD 6.2 – LOCAL PRODUCTION & CONTENT	
E	MDB 8 - PAST SCM PRACTICES	
F	MDB 9 - CERTIFICATE OF INDEPENDENT BID	
G	AUTHORITY OF SIGNATORY	
H	BANKING DETAILS AND RATING	
I	MUNICIPAL UTILITY ACCOUNT	
J	SCHEDULE OF PROPOSED SUBCONTRACTORS	
K	RECORD OF ADDENDA	
L	SCHEDULE OF TENDERER'S EXPERIENCE	
M	KEY PERSONNEL	
N	CENTRAL SUPPLIER DATABASE	
O	CONSTRUCTION INDUSTRY DISTRIBUTION BOARD	
P	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT1993	
Q	REGISTRATION AS ELECTRICAL CONTRACTOR	
R	SCHEDULE OF LABOUR	
S	FORM OF OFFER	

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NB: Mandotory documents will also be used for the evaluation

2. Other documents required only for bid evaluation purposes

	Documents to attach
	Board resolution on authority to sign
	Letter from the bank – details and Rating
	Municipal accounts (company and director)
	Appointment and completion letters
	Key CVs and certified qualification
	Proof of plant and equipment
	CIDB registration
	COIDA letter
	CSD
	Certified copies of IDs for all Directors
	Registration as Electrical Contractor

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FORM A: MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EPHRAIM MOGALE LOCAL MUNICIPALITY					
BID NUMBER:	**EPMLM/8/3/487**	CLOSING DATE:	**14-02-2024**	CLOSING TIME:	**12:00**
DESCRIPTION	**SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN
THE BID BOX SITUATED AT;

EPHRAIM MOGALE LOCAL MUNICIPALITY (BUDGET & TREASURY AND TECHNICAL BUILDING)
NO. 2 FICUS STREET
MARBLE HALL
0450
NOTE: THE BID BOX IS ONLY ACCESSIBLE MONDAY - FRIDAY DURING OFFICE HOURS (08:00 TO 16:30)

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR** CSD No:	**MAAA**_____	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED	……	**TOTAL BID PRICE**	**R ……**
SIGNATURE OF BIDDER	……	**DATE**	……
CAPACITY UNDER WHICH THIS BID IS SIGNED	……		

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SCM	CONTACT PERSON	Solomon Marima
CONTACT PERSON	JOSEPH MADISHA	TELEPHONE NUMBER	013 261 8454
TELEPHONE NUMBER	013 261 8450/ 8462	FACSIMILE NUMBER	013 261 4055
FACSIMILE NUMBER	013 261 4055	E-MAIL ADDRESS	jdurie@emogalelm.gov.za
E-MAIL ADDRESS	jmadisha@emogalelm.gov.za		

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED)**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: …….

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……..

DATE: …….....

FORM B: MBD4

MBD4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].
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 and/or take an oath declaring his/her interest.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid. Also select the applicable answers ☑**

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

……..……..……

3.2 Identity Number: …….

3.3 Position occupied in the Company (director, trustee, shareholder[2]) ……..…….

……..

3.4 Company Registration Number: ……..…….

3.5 Tax Reference Number: ……..……..……

3.6 VAT Registration Number: ……..……...……

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers 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.

……..……..……..……..

……..……..……

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official 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

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

3.9.1 If yes, furnish particulars

……

……

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

3.11.1 If yes, furnish particulars

……

……

3.12 Are any of the company's directors, 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 companies or business whether or not they are bidding for this contract? YES ☐ / NO ☐

3.14.1 If yes furnish particulars:

……

……

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

Full Name	Identity Number	Employee Number

CERTIFICATION

I, THE UNDERSIGNED

(NAME) ……

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……

Signature Date

…… ……

Capacity Name of Bidder

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FORM C : MBD 6.1

MBD 6.1

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the **80/20** preference point system.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

Tender Document

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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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.

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	Means of Verification	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100 % Black Ownership	Identification document	10	
Women	Identification document	5	
People with Disability	Medical Report indicating disability	3	
Youth (18 to 34 Years of age)	Identification document	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..

4.4. Company registration number: ……...

4.5. 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]

4.6. 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,

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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: ……
……
……

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FORM D: MBD 6.2

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2022 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

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

Tender Document

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

Description of services, works or goods	Stipulated minimum threshold
Electrical cables	**90%**
Bare copper earth wire	**90%**
Steel masts/Street lighting steel poles	**100%**
Steel reinforcing	**100%**
Cement	**100%**
LED flood light fittings	**60%**

3. Does any portion of the goods or services offered have any imported content?
(***Tick applicable box***)

YES		NO	

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. .....

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

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……..... (full names),

do hereby declare, in my capacity as …… ……

of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:
  (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

Tender Document

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

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SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	**List of items**	**Tender price - each (excl VAT)**	**Exempted imported value**	**Tender value net of exempted imported content**	**Imported value**	**Local value**	**Local content % (per item)**	**Tender Qty**	**Total tender value**	**Total exempted imported content**	**Total Imported content**
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*

(C20) **Total tender value**	**R**	
(C21) **Total Exempt imported content**	**R**	
(C22) Total **Tender value net of exempt imported content**	**R**	
(C23) **Total Imported content**		**R**
(C24) **Total local content**		**R**
(C25) **Average local content % of tender**		

Signature of tenderer from Annex B

Date:

Tender Document

FORM E: MBD 8

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 *audi alteram partem* 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:		
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:		

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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:		
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

Js367bW

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FORM F: MBD 9

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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.

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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

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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 consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[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.

Etender Document

MBD 9

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

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FORM G: CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. **THE TENDERER MUST COMPLETE THE CERTIFICATE SET OUT BELOW FOR THE RELEVANT CATEGORY AND ATTACH A LETTER ON THE COMPANY LETTERHEAD.**

Please tick appropriate box:

A Company	B Partnership	C Joint Venture	D Close Corporation	E Sole Proprietor

A. CERTIFICATE FOR COMPANY

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

As witness

1……. ……
Chairman

2……. ……..
Date

B. CERTIFICATE OF PARTNERSHIP

We, the undersigned, being the key partners in the business trading as ……..…….. hereby authorise Mr/Mrs……..……, acting in the capacity of……..……to sign all documents in connection with the tender for Contract……and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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C. CERTIFICATE FOR JOINT VENTURE

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as……hereby authorise Mr/Mrs…….…… Acting in the capacity of……..……, to sign all documents in connection with the tender for Contract……and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

E. SOLE PROPRIETOR

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

As witness

1……. ……

Chairman

2……. ……..

Date

BIDDERS SHOULD ATTACH A DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF THE LETTER OF AUTHORITY ON THE COMPANY'S LETTERHEAD, FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE

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FORM H: BIDDER'S BANKING INFORMATION

DETAILS OF BIDDERS'S BANK ACCOUNT

I/We furnish the following information:

a) Name of Bank: .....

b) Branch of Bank .....

c) Town/city/suburb where bank is situated.....

d) Contact Person at the Bank: .....

e) Telephone number of Bank: Code: ……. Number: ……

f) Account Number: .....

g) Bank rating: …… (Attach letter from the bank)

I/We hereby authorise the Employer to approach the above Bank for a reference.

NOTE:

BIDDERS SHOULD ENSURE THAT THEIR BANK ACCOUNT DETAILS HAVE BEEN VERIFIED ON THE CSD REPORT. IF SUCH IS NOT VERIFIED, BIDDERS SHOULD ATTACH A COPY OF THEIR BANK CONFIRMATION LETTER

BIDDERS SHOULD ATTACH A LETTER FROM THE BANK TO SUPPORT THE BANK RATING CLAIMED.

Signature……. Date…….

Name…….. Position……

Tenderer…….

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FORM I: DECLARATION WITH REGARDS TO MUNICIPAL SERVICES, RATES AND TAXES

I _____the undersigned, declare on

behalf of (Name of Bidder) _____
that;

the bidder and any of its director(s) does not owe any municipal services, rates and taxes to the municipality or any other municipality or municipal entity any amount which could be in arrears for an period for a period more than three months.

In the event that this declaration is found to be false, the bid will be rejected and found to be nonresponsive.

1. COMPANY ACCOUNT		
NAME OF MUNICIPALITY	**ACCOUNT NUMBER**	**ACCOUNT / PROPERTY OWNER**
2. ACCOUNTS OF COMPANY DIRECTOR(S)		
NAME OF MUNICIPALITY	**ACCOUNT NUMBER**	**ACCOUNT / PROPERTY OWNER**

NOTE:
TENDERER TO SUBMIT A COPY OF A MUNICIPAL ACCOUNT OF THE COMPANY AND THAT OF ITS DIRECTOR(S) NOT IN ARREARS AND NOT OLDER THAN THREE (03) MONTHS; OR

IN THE EVENT THAT THE BIDDER IS LEASING, A LEASE AGREEMENT ALONG WITH THE ACCOUNT OF THE LEASED PROPERTY SHOULD BE ATTACHED; OR

A CONFRIMATION LETTER FROM THE LOCAL MUNICIPALITY NOT OLDER THAN THREE MONTHS CONFIRMING THAT SERVICES ARE NOT CHARGED/LEVIED AND BIDDER DOES NOT OWE

(FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)

Signature……. Date…….

Name…….. Position……

Tenderer…….

Tender Document

FORM J: SCHEDULE OF PROPOSED SUBCONTRACTORS

Will you be subcontracting on this project?

(Tick the appropriate box)

Yes ☐ **/ No** ☐

We notify you that it is our intention to employ the following subcontractors 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 name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name of Subcontractor	Contact Details	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

Signature……. Date…….

Name…….. Position……

Tenderer……

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FORM K: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued for this project?

(Tick appropriate box and complete table accordingly)

Yes ☐ / No ☐

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

	Date	**Title of Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature…… Date ……..

Name……... Position……..

Tenderer……..

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FORM L: SCHEDULE OF TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves in the last three years:

INSTITUTION NAME	RELEVANT PROJECT NAME	CONTACT PERSON	CONTACT DETAILS (TEL / CELL)	PROJECT VALUE	PROJECT START & END DATE

***** ***The project value on the above table should correspond to the supporting documents that will be attached as returnables or NO functionality points will be allocated.***

NB: COMPLETE THE TABLE ABOVE ON COMPANY EXPERIENCE (COMPULSORY TABLE) AND ALSO ATTACH PROOF OF PROJECTS LISTED ON THE ABOVE TABLE (FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE) Focus on projects that will qualify for the functionality criteria first

Signature…… Date ……..

Name…… Position…….

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FORM M: PROPOSED KEY PERSONNEL

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

DESIGNATION	NAME OF **(i) NOMINEE (ii) ALTERNATE**	NATIONALITY:	SUMMARY OF **QUALIFICAT-IONS**	**EXPERIENCE AND PRESENT OCCUPATION**	**NQF Level**
HEADQUARTERS Site Agent					
CONSTRUCTION MONITORING Brick layer					
CONSTRUCTION MONITORING Safety Officer					

Signature…… Date ……..

Name……... Position…….

Tenderer……..

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FORM N: CENTRAL SUPPLIER DATABASE REGISTRATION

No bid will be considered without the bidder being registered on the CSD with an active profile and a Tax Compliant status. Bidders must attached a document from the CSD showing the name of the business and the CSD number to enable live verification from the system

This will be verified during evaluation and again during adjudication. Bidders should ensure that their status stays compliant.

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FORM O: CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTRATION

It is a compulsory requirement that the Municipality only appoint bidder with a suitable and active CIDB registration for construction projects. The requirement for this project is **4EP** or higher and the bidder must attach proof of registration.

Unfortunately, the Municipality don't have the capacity to appoint bidder Emerging into **4EP** or higher bidders musty already be registered for 4EP.

Bidder will not be considered if:

1. They are not registered with CIDB
2. They are not registered for the correct category
3. They are not registered for the correct minimum level of 4
4. The profile/registration is not active (this will be verified online during evaluation)
5. The bidder fail to attach proof.

CIDB registration no: ……

Category: ……

Signature…… Date ……..

Name……... Position……..

Tenderer……..

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FORM P: COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014

The bidder shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The bidder is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the bidder at any time during the 36 months preceding the date of this bid.

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FORM Q: REGISTRATION AS ELECTRICAL CONTRACTOR

Only bidder that can proof that they are registered as Electrical Contractors with the Department of Labour will be considered.

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FORM R: SCHEDULE OF LABOUR

RDP 1 (E) SCHEDULE OF LABOUR CONTENT

The Bidder must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The specified target value is 10%.

Note: A minimum of 10% target value should be obtained from Local Labour content

Type of Labour	Man-days	Male	Female	Youth	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour						
Temporary Labour						
SMME/HDI's Labour						
					TOTAL	
					PERCENTAGE	

Notes to Bidder:

(1) Labour is defined as hourly paid personnel or personnel paid per task.

(2) The rate of pay set for the EPWP and/or local labour per task or per day is a minimum equal to the national minimum wage as Gazetted by government. (not EPWP rates)

(3) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

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Signature…… Date ……..

Name…….. Position…….

Tenderer……..

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

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EPHRAIM MOGALE LOCAL MUNICIPALITY

TABLE OF CONTENTS

PART C1: AGREEMENTS AND CONTRACT DATA (YELLOW COLOUR)

- **C1.1: FORM OF OFFER AND ACCEPTANCE**
- **C1.2: CONTRACT DATA**
  - **C1.2.1: CONDITIONS OF CONTRACT**
  - **C1.2.2: PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER**
    PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR
- **C1.3: FORM OF GUARANTEE**
- **C1.4: AGREEMENT WITH ADJUDICATOR**
- **C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

PART C2: PRICING DATA (YELLOW COLOUR)

- **C2.1: PRICING INSTRUCTIONS**
- **C2.2: BILL OF QUANTITIES**

PART C3: SCOPE OF WORK (BLUE COLOUR)

- **C3.1: STANDARD SPECIFICATIONS**
- **C3.2: PROJECT SPECIFICATIONS**
- **C3.3: PARTICULAR SPECIFICATIONS**

PART C4: SITE INFORMATION (GREEN COLOUR)

- **C4.1: LOCALITY PLAN**
- **C4.2: CONDITIONS ON SITE: GEOTECHNICAL REPORT**
- **C4.3: BID DRAWINGS**

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EPHRAIM MOGALE LOCAL MUNICIPALITY

SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

Contract No EPMLM/8/3/487: SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA.

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

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

……

……..

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 bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Block: Bidder
Signature . . . . . Date . . . . .
Name . . . . .
Capacity . . . . .
Name of organization. . . . .
Address of organization . . . . .
. . . . .
Signature of witness . . . . Date . . . . .
Name of witness . . . . .

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Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the bidder's offer shall form an agreement between the employer and the bidder 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.
Part C4: Site information
and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder 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 bidder 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) for 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 fulfill 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (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: Municipal Manager Ephraim Mogale Local Municipality	
Signature of witness	Date . . . . .
Name of witness	

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Schedule of Deviations

1 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .

2 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .

3 Subject . . . . . .
Details . . . . . .
. . . . . .

4 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .

5 Subject . . . . . .
Details . . . . . .
. . . . . .

By the duly authorised representatives signing this agreement, the employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder 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 bid documents and the receipt by the bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Bidder:

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

_____

(Name and address of organization)

Name &
Signature of
Witness _____ _____

For the Employer:

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

_____

(Name and address of organization)

Name &
Signature of
Witness _____ _____

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EPHRAIM MOGALE LOCAL MUNICIPALITY

SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA

C1.2 Contract Data

Section 1.01 The General Conditions of Contract for Construction Works (edition 2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

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C1.2.1 CONDITIONS OF 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."

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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 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 more has 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
Rw	=	Actual recorded rainfall for the calendar month
Rn	=	Average rainfall for the calendar month, as derived from existing rainfall records
x	=	20

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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 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

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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 Monthly Report Schedule', which pro forma documentation is obtainable from the Municipalty. Pursuant to Sub-Clause (1), these, duly signed by all concerned, 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

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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

9.2.1.2 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

9.2.1.3 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

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

9.2.1.5 The Contractor has abandoned the Contract

9.2.2 If the Contractor:

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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:

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"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:

a) the Form of Offer and Acceptance.
b) amplifications of the General Conditions of Contract within the Contract Data.
c) additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
d) the General Conditions of Contract.
e) 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.

4. 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) ……

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

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

This transfer shall become effective upon conclusion of the Contractor receiving payment from

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the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

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

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

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

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

Witnessed by: ……. Date: ……

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

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C1.2.2 PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA BY THE EMPLOYER
Clause 1.1.15:	**Name of Employer: Ephraim Mogale Local Municipality represented by Head of Department: Department of Technical Services**
Clause 1.2.1:	**Address of Employer:**

Physical: Postal:

The Employer's address for receipt of communications is

13 Ficus street **Marble Hall** 0450	P.O.Box 111 **Marble Hall** 0450
Telephone No: 013 261 8400	Fax No: 013 261 4055

Clause 1.1.16: **Name of Engineer**

'Engineer' means any Director, Manager or official appointed by the Municipality to fulfil the functions of the Engineer in terms of the Contract Data.

Clause 1.2.1: **Address of Engineer:**

Physical: Postal:

The Engineer's address for receipt of communications is:

13 Ficus street **Marble Hall** 0450	P.O.Box 111 **Marble Hall** 0450

E-Mail: jdurie@emogalelm.gov.za

Telephone No: (013) 261 8400 Fax No: (013) 261 8384

Clause 6.2: The Guarantee shall be delivered within 14 days after receival of the Acceptance document from the Employer.

Clause 6.2: The Liability of the Guarantee shall be for 10% of the Accepted Bid Sum.

Clause 5.3: The contractor shall commence executing the work within 14 days of the Commencement date.

Clause 5.6.1 & 5.6.2: The Contractor shall deliver to the Engineer, within 14 days calculated from the Commencement Date, a realistic programme in terms of Clause 5.6.1 and supporting documents in terms of Clause 5.6.2.

Clause 8.6.1.1.3: The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **NIL**

Clause 8.6.1.2: Special risk insurance issued by SASRIA is required.

Clause 8.6.1.3: The limit of indemnity for liability insurance required should not be less than the contract amount.

Clause 5.13.1: The penalty for failing to complete the works is 0.05 % of the Total Bid Sum per Calendar Day

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Clause 6.8.2: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

Contract Price Adjustment Factor = $(1 - x)\left[\frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1\right]$

rounded off to the fourth decimal place.

Coefficients for calculating Contract price Adjustment Factor shall be:
Value of x is 0.10

a = 0.15 b = 0.20 c = 0.55 d = 0.10

L is the "Labour Index" and shall be the "Consumer Price Index – for Polokwane Area" In Release P 0141.1 Table 21

The base month is: "the month prior to the closing of the Bid"
No Contract price Adjustment will be done if contract period is less than 7 months.

Clause 6.83: Price adjustments for variations in the costs of special materials are not allowed.

Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80%

Clause 6.10.3: The percentage retention on the amounts due to the Contractor is 10 %, excluding contract price adjustment, contingencies and VAT, and limited to 10% of the contract amount, excluding contract price adjustment, contingencies and VAT. The retention will be reduced to 5% on completion of the project.

Clause 6.10.5: A Retention money guarantee will be not permitted.

Clause 7.8.1: The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.

Clause 10.7.1 Dispute resolution shall be by Adjudication.

Clause 10.7.1: Dispute Resolution shall be by Adjudication.

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C1.2.2: PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract:

REFERENCE **CONTRACT SPECIFIC DATA BY THE CONTRACTOR**

Clause 1.1.9: **Name of Contractor**: ……..

Clause 1.2.1: **Address of the Contractor**:
The Contractor's address for receipt of communication is:

Physical:	Postal:
.....	.....
.....	.....
.....	.....
.....	.....

E-Mail: .....

Telephone No: ……..... Fax No: ……

Clause 5.5 The works shall be completed within …….…….. months (including special non-working days and the year end break).

Clause 6.8.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials.
The rates and prices for the special materials shall be furnished by the Bider, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. **The quoted price is the ruling price on the Month prior to close of bid**.

TABLE: SM1

Special Materials*	Unit	Rate or Price for the base month
……..……	……	……..……
……..……	……	……..……
……..……	……	……..……
……..……	……	……..……
……..……	……	……..……

*Contractor to indicate the type, unit and rate of special material to be listed. The Contractor shall substantiate the above rates or prices with acceptable documentary evidence. Contractor to provide any other Special Materials if deemed necessary.

N.B. Diesel, reinforcing steel, and cement will not be accepted as special material.

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C1.3 Form of Guarantee - Pro Forma

Contract No . . . . . .
WHEREAS **The Ephraim Mogale Local Municipality** (hereinafter referred to as the Employer") entered into, a Contract with:

. . . . . .

(Hereinafter called "the Contactor") on the . . . . . day of . . . . . 20.... . . .

for **SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA** in the **Ephraim Mogale Local Municipality** of the Limpopo Province.

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:

   . . . . . .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

   . . . . . .

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. . . . . .

. .

. . . . . .

. .

. . . . . .

. .

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 . . . . . .
.

. . . . . .

. . . . . .

As witnesses:

1 . . . . . .

2 . . . . . .

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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.

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 S**econd Party** in the presence of	the **Adjudicator** in the presence of

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Witness:	**Witness:**	**Witness:**
(*Signature*).....	(*Signature*).....	(*Signature*).....
Name:	**Name**:	**Name**:.....
Address:	Address:	Address: .....
.....	.....	.....
.....	.....	.....
Date:	Date:	Date: .....

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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 EPHRAIM MOGALE 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

CONTRACT**: SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA in the Ephraim Mogale Local Municipality of the Limpopo 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.

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.

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5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the …… day of ……...…….…… 20……

SIGNATURE:
.....

NAME AND SURNAME:
.....

CAPACITY:
.....

WITNESSES: 1. .....

2. .....

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

the ……... day of ……..…… 20……

SIGNATURE:
.....

NAME AND SURNAME:
.....

CAPACITY:
.....

WITNESSES: 1. .....

2. .....

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EPHRAIM MOGALE LOCAL MUNICIPALITY
SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA

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 taken into account 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.[1]
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.[1]
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.[1]

4. DESCRIPTIONS

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised 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

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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^2, or the project specification^2, or the particular specification(s)^2 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:

%	=	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-m	=	meganewton-metre
MPa	=	megapascal
kPa	=	kilopascal
m^2	=	square metre
m^3	=	cubic metre
m^3-km	=	cubic metre-kilometre
m^2-pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum

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Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)
R/only	=	Rate only
W/day	=	Work day

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.

11. RATES AND PRICES

11.1 General

a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.

b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution 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 Bid is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.

d) 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

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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.

e) 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.

f) 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.

g) 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.

11.2 "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.

11.3 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.

12. 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.

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PART C2.2

BILL OF QUANTITIES

TENDER NO: EPMLM/8/3/487

SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA

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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	**PRELIMINARY AND GENERAL**				
1,1	**Fixed charges**				
1.1.1	Contractual Requirements	Sum	1		
1.1.2	General responsibilities and other fixed- charge obligations	Sum	1		
1.1.3	Removal of Site establishment on completion	Sum	1		
1.1.4	Facilities required by Contractor	Sum	1		
1.1.5	OHS Act and industry safety requirements	Sum	1		
1.1.6	Safety File	No	1		
1,2	**Time-related charges (for duration contract.)**				
1.2.1	Contractual requirements	month	3		
1.2.2	Facilities for Contractor	month	3		
1.2.3	Construction Supervision for the duration contract	month	3		
1.2.4	General responsibilities and other time related obligations	month	3		
1.2.5	Community Liaison Officer (CLO) (minimum R6 608/month)	Provisional sum	3		
1.2.6	Engineers design and related required documentation and plans including printing cost.	sum	1		
Total for Bill No. 1 Carried forward to summary page					

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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	**25m Scissor Mast**				
1.1	25 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	6		
1.2	LED floodlights as specified (IP66, 144 Light Emitting Diodes per luminaire, control gear IP65 with connections)	No	36		
1.3	Aircraft warning light (24hour operation)	No	6		
1.4	Maintenance/operation equipment set	Set	1		
1.5	Test lead – 10meter long with connecting plug and socket	No	1		
2	**Foundations**				
2.1	Steel for foundation (reinforcing according to approved civil engineers design, base mounting bolts, templates etc)	set	6		
2.2	Earthing wire – 70mm² (at least 1 x 2mØ coils under mast connected to mast and DB) and connections for mast foundation	m	64		
2.3	Earthing spikes with clamps(2 x 1.2m per mast foundation)	No	12		
2.4	Sleeves (kicker pipe – 110mm for supply cable)	No	6		
2.5	Concrete for foundation (batch delivered to engineers specification)	No	6		
3	**Low voltage connections**				
3.1	Cable, Cu, 10mm², 2-core, 600/1000V PVC, SWA, PVC	m	600		
3.2	Bare Copper Earth wire, 4mm²	m	600		
3.3	Galvanised pipe 50mmØ x 3meter with 3mm wall thickness.	length	6		
3.4	Earth rods, copper plated, 1.2meter complete with clamps	No	6		
3.5	Cable warning tape - red on yellow	m	600		
3.6	Sand or sifted soil for cable bedding and cover – 100mm under cable and 100mm cover	m³	60		
4	**Other**				
4.1	Additional concrete (due to poor load bearing soil or rock removal)	m³	1		Rate only
4.2	Mass concrete – weak mixture of 15MPA for over excavation	m³	1		Rate only
4.3	Additional re-enforcing steel	kg	1		Rate only
4.4	Sleeves, 110mmØ, PVC	m	1		Rate only
Total for Bill No. 2 Carried forward to summary page					

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BILL No. 3 : Mast light – Labour					
Item	**Description**	**Unit**	**QTY**	**Rate**	**Amount**
1	**Testing and commissioning**				
	Testing includes all related costs like travelling to site, generator hire, issuing CoC.				
1.1	Sampling of soil and geotechnical soil test(150kPa)	No	6		
1.2	Test concrete strength (Sample and cube test 25 Mpa)	Test	6		
1.3	Test and certify structural and mechanical operation	No	6		
1.4	Adjustment of light fittings according the manufacturers specification	No	36		
1.5	Commissioning and CoC	No	6		
2	**Excavation-foundation**				
2.1	Excavate – foundations per manufacturers design and soil test results	No	6		
2.2	Excavate - Soft Rock(Mechanical Wedging)	m^3	1		Rate only
2.3	Excavate - Hard rock (Blasting, chemical cracking or similar)	m^3	1		Rate only
3	**Excavation – LV connection**				
3.1	Excavate cable trench 0.6m deep x 0.5m wide	m	600		
3.2	Excavate - Soft Rock(Mechanical Wedging)	m^3	1		Rate only
3.3	Excavate - Hard rock (Blasting, chemical cracking or similar)	m^3	1		Rate only
4	**Backfill, compaction and rehabilitation-foundations**				
4.1	Backfill and compaction of soil around foundation	no	6		
4.2	Removal of excess soil from site.	no	6		
5	**Backfill, compaction and rehabilitation-LV cable connection.**				
5.1	Backfill and compaction of soil along cable route	m	600		
6	**Construction**				
6.1	Install earthing, steel reinforcing and mounting bolts in foundation	no	6		
6.2	Construct foundation concrete – (boxing, casting , vibrating and final smooth finish)	no	6		
6.3	Assemble and erect/install the masts – (assemble mast, mounting ring/brackets, light fittings, DB, cable and wiring)	no	6		
7	**Other**				
7.1	Crane hire for erection of the 6 masts (travelling to site and back, insurance storage)	sum	1		
Total for Bill No. 3 Carried forward to summary page					

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BILL No. 4 : EXISTING SERVICES					
Item	**Description**	**Unit**	**QTY**	**Rate**	**Amount**
1	**Location of services**				
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					

SUMMARY

Item	Description	Amount
1	TOTAL FOR BILL NO. 1 BILL NO.1 : PRELIMINARY AND GENERAL COSTS (Preliminary and General must not exceed 15% of total construction cost)	
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	
5	SUB-TOTAL-TOTAL 1	
6	CONTINGENCIES 10% of project value	
7	SUB-TOTAL-TOTAL 2	
8	VALUE ADDED TAX (15%)	
	TOTAL CARRIED FORWARD TO FORM OF TENDER	

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EPHRAIM MOGALE LOCAL MUNICIPALITY

SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA

C3: SCOPE OF WORK

Table of Contents:

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

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

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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

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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 4 EP 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 galvanized coatings on fabricated iron and steel articles – Specifications and test
SANS 156	Moulded case circuit breakers
SANS 0225	Mast design
SANS 475	Luminaires for interior lighting, street lighting and floodlighting – Performance requirements
SANS 529	Heat –resistant wiring cables
SANS 1091	National colour standard
SANS 1507	Electrical cables with extruded solid dielectric insulation for fixed installation
SANS 1777	Photoelectrical Control Units for lighting
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 10098	Public lighting – Part 1: The lighting of public thoroughfares
SANS 10108	The classification of hazardous locations and the selection of equipment for use in such locations
SANS 10142 Part 1	Wiring of premises – Low voltage
SANS 10214-1987-1	Manufacturing specifications
SANS 10225 1991-1	Code of practice for the design and construction of lighting masts
SANS 10389-1	Exterior lighting: Part 1: Artificial lighting of exterior areas for work and safety
SANS 10389-2	Exterior security lighting
SANS 10396:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 60529	Degrees of protection provided by enclosures (IP Code)
SANS 60598-1	Luminaires Part 1 General requirements and tests
SANS 60598-2-3	Luminaires Part 2: Particular requirements – Section 3: Luminaires for road and street lighting
SANS 61347-1	Lamp control gear Part 1: General and safety requirements.
SANS 61347-2-13	Lamp control gear Part 2-13: Particular requirements for d.c. or a.c. supplied electronic control gear for LED modules.
SANS 62031	LED modules for general lighting - Safety specifications.
SANS 62262	Degrees of protection provided by enclosures for electrical equipment against external mechanical impacts (IK code)
SANS 62384	DC or AC supplied electronic control gear for LED modules - Performance requirements
SANS 62560	Self-ballasted LED-lamps for general lighting services by voltage > 50 V - Safety specification
SANS 62612	Self-ballasted LED lamps for general lighting services with supply voltages > 50 V -Performance requirements
IEC 60529	Degrees of protection procured by enclosures (IP code)
IEC 61643-11	Surge protection
IEC-EN 62471	Photo biological Safety of Lamps and Lamp Systems for LED's
IEC 62493	Assessment of lighting equipment related to human exposure to electromagnetic fields
IES LM-79-08	Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products

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IES LM80	Approved Method: Measuring lumen maintenance of LED light sources
ARP 035	Guidelines for the installation and maintenance of street lighting

Electromagnetic Compatibility (EMC) Directive (2014/30/EU)
Low Voltage (LV) Directive (2014/35/EU) Directives.

AISI Grade 316	Stainless steel
SABS 1431 - 355WA	Tensile strength of steel
SABS 1461	
ISO 1461	Hot dip galvanizing
ISO 4762	Hexagon socket head cap screws
ISO 9001	Quality Management Systems.
BS 1490	Specification for aluminium and aluminium ingots and castings for general

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SUPPLY AND INSTALL HIGH MAST LIGHTS AT MALEBITSA EPHRAIM MOGALE LOCAL MUNICIPALITY

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 Ephraim Mogale Local Municipality need to expand the existing public lighting in the Municipality. The residential area of MALEBITSA was identified and based on available funding it was decided to install 4 mast lights in MALEBITSA. Based on the approved Public Lighting Master Plan it was decided that 25meter scissor masts with 6 Led floodlight of 410 to 500Watt would be the most suitable. 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 the 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 as indicated by the Municipality in MALEBITSA. 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.

Location of the Works (also see site map)

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

- Limpopo Province, Sekhukhune District
- Municipal Area : Ephraim Mogale local Municipality
- MALEBITSA residential area

The following authorities will have to be contacted for assistance:

Electrical Cables ESKOM

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Overhead lines	ESKOM
Water and sewer lines	Sekhukhune District Municipality
Communication lines	Telkom/ Open Serve
Signage	Roads and Storm Water Department of the Ephraim Mogale Local Municipality
Storm water	Roads and Storm Water Department of the Ephraim Mogale 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 attached drawings will assist in the exact location of the site with co-ordinates lat 24^0 53' 54.35" S, lon 28^0 55' 49.45" E. (Bidders may visit the site to familiarise themselves with the terrain.)

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

Access to the site can be obtained from R33 past Nutfield or from the R573 through Matlala Ramoshebo, Matlerekeng Keerom and Driefontein. There is no time limit on access to the site but after sunset visibility and safety might be problematic.

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 steel works
- 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

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- Finalise connections and wiring
- Test (with a generator)
- Issue Certificates of Compliance for the masts
- Clean site

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.

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 continues pour and vibrated to achieved complete penetration and remove all air. A strength of 25MPa.

- 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 secured with the specific beam filling to close all gaps between the

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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 check to avoid lose/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. Depending on the location of the ESKOM supply there might be road crossings

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
- Restoration of all entrances and pavements to condition before construction.

3.4 Traffic

Table below depict the estimated traffic Volume:

Road Section	Average daily traffic (No. of vehicles)	Average daily truck traffic (No. of trucks/ heavy vehicles)
Internal street	7668	10% of AADT

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.

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3.6 Climatic conditions

This route falls within the summer rainfall region of Limpopo in South Africa, with the rainy season lasting from approximately November to April.

Temperature:

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

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.

3.7 Labour recruitment conditions

Local labour is to be used were possible and the employment should be according to EPWP guidelines. This will basically be for the excavation of the foundations and the cable trnches if ESKOM provides the supply points. A Community liaison officer (C.L.O.) must be appointed (which shall be remunerated under the contract. Remuneration must at least be R6 608/month). The CLO shall be in full time employ of the contract. The duties of the C.L.O. shall consist inter alia of the following:

- To be available on site daily between the hour of 07:00 and 17:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 17:00 in the afternoon.
- To communicate daily with regard to number and skills, to facilitate in labour disputes and to assist in their resolution.
- To attend all meetings in which the community and/or labour are present or are required to be represented.
- To attend all project meetings to report on labour.
- To assist in the identification and screening of laborers from the community in accordance with the contractor's requirements.
- To advise and inform temporary laborers of their conditions of employment and to inform temporary laborers as early as possible when their period of employment will be terminated.
- To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- To keep a daily written record of his interviews and community liaison, labour force etc.
- To attend monthly site meetings and report in writing on labour and contract matters.
- Keeping a data base of available labour.
- All such other duties as agreed upon between all parties concerned.
- Compile a list of available skills in the area (skills audit).

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 COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and 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.

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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 Biding purposes only and is attached at the back of this document under section C4.3.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense re-produce further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as-built drawings 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 Engineer. The Engineer 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 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 any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

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 SANS1921-1:2004 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

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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 2015.

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.

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

4.7.1 Borrow pits and spoil areas

The borrow pits to be used for this contract shall be pointed out at the Site Inspection. The Contractor shall be permitted to use only those borrow pits approved by the Engineer.

The spoil sites shall be the Marble Hall 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 soil, concrete and electrical installation. In the absence of ESKOM supply points each must be tested with a generator and a Certificate of Compliance must be issued.

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

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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)	Telephone lines and Cables
Sekhukhune District Municipality	Waterlines and sewer reticulation
Sekhukhune District Municipality	Bulk water lines
Ephraim Mogale Local Municipality	Streets
Private owners	Fence line

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

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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

Tender Document

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 I 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

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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

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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 authorised 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

Tender Document

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.

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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 national minimum wage rate of R25.42/hour. The minimum wage rate for the CLO is R6 608/month 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 specified in the agreement law, court order or arbitration award concerned.

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5.1.16.4 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.

5.1.19.2 A worker will not receive severance pay on termination.

5.1.19.3 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.

5.1.19.4 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.

5.1.19.5 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;

Tender Document

(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

Contractors having a CIDB contractor grading designation of HIGHERand higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1EP, 2 EP, 3 EP and 4 EP shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

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	

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		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	any one of these 3 unit standards
		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 representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

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 or local labour per task or per day is a minimum equal to the national minimum wage as Gazetted by government.

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:

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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 25Mpa

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.

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1.4. The pivoting shall 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 6 x 450-500W 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

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 (20A - main switch)
4.2.2. 3 – single pole 5A 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.

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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 25 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 <u>LED Flood lights</u>

All luminaires supplied must be designed for conditions prevailing in Limpopo, South Africa. This is critical regarding heat/temperature tolerance, voltage range, IP rating and vibration (especially for mast light applications). Due to the high cost all luminaires must be covered by at least a 5 year manufacturer warranty. All fittings must be date marked at installation to determine warranty period.

- **5 year manufacturer warranty**
- **SANS 475 performance**
- **SANS 60598-2-3 safety and protection**
- **IP 65 for component compartment and LED compartment**
- **IEC 60068-2-6 Mechanical vibrations**
- **Line voltage 198-264**
- **Surge protection 10kV/10kA**
- **Multiple LEDs with individual lenses**
- **Colour rendering 4000K**
- **Designed for high mast lighting with a design life of at least 25years**
- **<u>Electronic temperature monitoring to prevent overheating of LEDs and power supply.</u>**

The modular high-power floodlight shall specifically be designed for very large areas. The luminaire shall consist of an aluminium housing and high impact clear glass diffuser.

Floodlight stirrup shall be supplied as standard for mounting the luminaire on a 40meter winched mast and a 25meter scissor mast. The Luminaire shall have multiple LEDs with a total power of 412W to 450Watt and adequate to replace traditional HID 1000W luminaires.

The LED module shall consist of the LED light source and *optics*. To maximize the reliability of the LED's, the photometric engine shall be completely sealed to IP 66 by means of a silicone

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extruded gasket that is fixed into a groove of the diffuser. This ensures that the photometric performance is maintained over time. The LED heatsink is made of marine grade aluminium (*EN 1706 AC-44300*) and therefore will withstand any corrosive environmental exposure.

1. The high-impact glass diffuser shall allow for impact resistance of IK08.
2. All control gear components are removable and bear the relevant SABS mark. All internal wiring shall be *Teflon*® coated to prevent damage by possible abrasion.
3. All screws, bolts and metal parts will be stainless steel or non-corrosive material. Mains connections by means of a suitable screw terminal block with a wire clamping contact.
4. The IP 66 LED module shall optimize the thermal operating environment around the LEDs enabling the long useful lifetime (100 000hrs, L70B10).
5. The Luminaire shall have a nominal flux of 58700lm or higher at a power consumption of between 412w to 450Watt and a luminaire efficacy 143Lm per Watt. The photometric data must be submitted and shall be based on measurements undertaken by an internationally certified lighting laboratory.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.
6. Class and type of luminaire: Class 1.
7. Luminaire efficacy lm/W: 133 lm/W
8. Colour rendering index 65 (minimum): ≥70
9. 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 od the LED must be submitted as proof.
10. SANS (IEC) 60598-2-5 specific for flood lights
11. Degree of protection to SANS 60529: IP 66 for the light compartment and driver/control compartment.
12. Material of the LED luminaire: Aluminium & Glass. The glass lens must be smooth and manufactured from tempered high impact glass (IK08)
13. Aluminium grade of housing: Marine Grade Aluminium
14. All ferrous components must be hot dip galvanised in compliance with: SANS 60598-2-5
15. Toggle clips, bolts, screws, nuts and washers must be Stainless steel
16. Location of the LED drivers shall be in a separate Aluminium compartment.
17. The fitting must have a heat sink incorporated in the design to be able to operate in the typical environmental condition prevailing in the Limpopo Province.
18. 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 **55ºC** and humidity of 90% that is typical of operational conditions in Limpopo, South Africa.

1. WARRANTY

1.1. The Contractor must provide a written warranty from the Manufacturer for the goods delivered and installed.

1.2. 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.

1.3. The Contractor must warrant that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship.

1.4. The Manufacturer must warrant that:

1.4.1. 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.

1.4.2. The Manufacturer must warrant that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship.

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1.4.3. The Manufacturer shall warrant that all components shall operate correctly for the duration of the lifetime of the equipment under expected operating conditions.

1.4.4. This warranty shall remain **valid for sixty (60) months** after the fittings have been delivered.

1.5. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

1.6. 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.

1.7. 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.

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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 PS	**PARTICULAR PROJECT SPECIFICATIONS**
SECTION EMP	**ENVIRONMENTAL MANAGEMENT SPECIFICATION**
SECTION OHS	**OHSA 1993 SAFETY SPECIFICATION**

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PART C3.3.1

Particular Project Specifications

In the event of any discrepancy between the Project Specifications and a part or parts of the Standardized Specifications, the Schedule of Quantities or the Drawings, the Project Specifications shall take precedence. Where discrepancies arise with regard to the units of the payment items only, the units stated in the Schedule of Quantities shall prevail.

PS 1 CONSTRUCTION PROGRAMME
PS 2 SITE FACILITIES AVAILABLE
PS 3 SITE FACILITIES REQUIRED
PS 4 FEATURES REQUIRING SPECIAL ATTENTION
PS 5 INFORMATION SUPPLIED BY EMPLOYER
PS 6 EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL
PS 7 CERTIFICATES OF PAYMENT
PS 8 CONSTRUCTION IN LIMITED AREAS
PS 9 NON-WORKING DAYS
PS 10 SPOIL MATERIAL
PS 11 DRAWINGS
PS 12 LENGTH OF TRENCHES
PS 13 SAMPLES
PS 14 MANUFACTURER'S INSTRUCTIONS
PS 15 MATERIALS AND PLANT
PS 16 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS
PS 17 SETTING OUT OF WORK
PS 18 WORKMANSHIP AND QUALITY CONTROL
PS 19 TRANSPORT OF MATERIAL
PS 20 LIAISON WITH LOCAL AUTHORITIES
PS 21 LOCAL LABOUR AND LOCAL SUBCONTRACTORS
PS 22 TRAINING SCHEMES
PS 23 PRESCRIPTIONS IN RESPECT OF EXISTING SERVICES

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PS 1: CONSTRUCTION PROGRAMME

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction. Construction methods must be of such a nature that no property or life is endangered. The Municipality accepts no responsibility for any work done outside the site boundaries without the Engineer's approval. The Contractor himself is responsible for liaison and arrangements with the Engineer in connection with the finalization and approval of the construction programme.

The Contractor is responsible for liaison with residents and business owners via the Project Steering Committee in respect of the programming of construction through private erven and the crossing of driveways to erven. No additional payment will be made in this regard and it shall be deemed to be covered by the relevant items.

Sufficient digital photographs of all existing structures and obstructions in the pipe line routes must be taken by the Contractor, compiled electronically, indexed and handed over to the Engineer before construction commences.

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The Contractor shall submit a programme of work to the Engineer/Municipality not later than 14 (fourteen) days after the Contractor has been notified of the acceptance of his tender. This programme must take into account, and allow for phased completion of the work. The Engineer may instruct the Contractor to stop construction work at any stage and time, as may be dictated by financial constraints highlighted by the Clients Cost Control Programme.

If necessary, the Engineer may instruct the Contractor to adjust his programme to suit other activities.

The programme shall not be in the form of a bar chart only, but shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If the programme submitted by the Contractor in terms of Clause 15 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 45 of the General Conditions of Contract or within a granted extension of time. A proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 58 of the General Conditions of Contract.

The approval by the Engineer of a programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor shall allow for the effect of normal rainfall and special non-working days in his programme. **(CRITICAL PATH MUST BE INDICATED ON PROGRAMME)**

PS 2: SITE FACILITIES AVAILABLE

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PS 2.1: Camp site

The Contractor shall negotiate with property owners and make his own arrangements to obtain sites for the erection of offices, laboratories, yards, etc. Written approval must be obtained from the owners on whose property the camp is to be situated. The choice of all sites for the establishment of camps is subject to the approval of the Engineer. Campsites within the road reserve will not be permitted.

PS 2.2: Water, electricity and sewage

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required.

PS 2.3: Rain gauge

The contractor must set up his own rainfall gauge. This item is included in the Schedule of Quantities under other fixed-charge obligations.

PS 3: SITE FACILITIES REQUIRED

PS 3.1: Facilities for the Engineer

No separate office is required for the Engineer's representative of the Municipality.

PS 3.2: Equipment for Engineering staff

The Contractor will not be required to provide protective clothing for the engineering staff of the Municipality.

PS 3.3: Water, electricity and sewage

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.

PS 3.4: Site instruction book

A triplicate book shall be provided by the Contractor to be used for site instructions. It shall at all times be kept on the site.

PS 4: FEATURES REQUIRING SPECIAL ATTENTION

PS 4.1: Access to properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.

If, as a result of restricted road reserve widths and the nature of the works, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions in order to provide access to the erven and properties.

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The Contractor may, with the approval of the Engineer, make arrangements with the occupiers of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the Contractor duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions. The Contractor shall also comply with all the requirements of the Local Authority with regard to safety, signage and notices to the public.

PS 4.2: Existing industrial/business areas

Access to the adjacent industrial/business areas shall be maintained at all times, as shall access to individual businesses.

Electricity and water supply interruptions to existing business areas shall be kept to a minimum. Whenever it is necessary to interrupt these supplies, the Engineer's approval shall first be obtained. The affected customers shall then be notified in writing at least 3 days, but not more than 5 days in advance. Supplies shall be normalized by 16:00 on the same day.

Cognisance shall be taken by the Contractor of the possibility of residents from the adjacent residential areas having access, whether authorized or not, to the works. It is strongly emphasized that under no circumstances shall any claims be considered for delays or disruptions as a result of the presence of residents from the adjacent occupied areas.

PS 4.3: Facilities to other Contractors

In addition to the requirements of clause 21 of the general conditions of contract, the Contractor must make allowance for the presence of other Contractors engaged on other contracts on the site, which may involve, inter alia, the adoption of his programme to fit in with work to be done by the other Contractors, as well as assuring other Contractors access to their sites along prescribed routes which may fall within the site of this contract.

PS 4.4: Contractor's vehicles

All equipment and vehicles used by the Contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licences.

PS 4.5: Site maintenance

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction. Workers shall lunch or have tea breaks only in a designated area with approved refuse and toilet facilities.

No open fires shall be permitted on the site.

Vehicles and workers must adhere to property demarcated access routes and not take or make short cuts.

PS 4.6: Testing and quality control

The Contractor shall engage the services of an approved independent testing laboratory for the testing of materials and the quality testing of layer works, to ensure that his work conforms to the specifications.

No separate payment will be made for such testing by an approved independent laboratory,

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the costs of which will be deemed to be included in the Contractor's tendered rates for the various items of work requiring testing in accordance with the specifications.

Certificates shall be submitted to the Engineer for all materials and equipment included in the works, where applicable.

PS 4.7: Subcontractors

The Contractor is responsible for work carried out on his behalf by subcontractors. The Engineer will not liaise directly with such subcontractors, and all problems relating to payments, programming, workmanship, etc, shall be the concern of the Contractor and the subcontractor, and the Engineer will not be involved.

PS 4.8: Existing Services

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safe-guarding any services and existing works he may encounter during construction.

The positions of existing services shown on the Drawings are given in good faith and no guarantee can be given that:

(a) These services actually are in the approximate positions indicated.
(b) That these are the only services in the vicinity, and
(c) That the nature and description of these services are correct.

The Contractor shall be responsible to locate and safeguard any existing service or works he may encounter during construction and shall obtain clearance from the Employer, authority and the Engineer before commencing work in the proximity of existing services or works.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safe-guarding of any public service.

PS 4.9 Safety

The Contractor shall apply suitable proven methods for construction so that his activities will not constitute a hazard to the public or any adjacent property. All excavations shall be suitably safeguarded and barricaded especially during night time, weekends or holidays and any other day of inactivity by the Contractor.

PS 5: INFORMATION SUPPLIED BY EMPLOYER

Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also

Tender Document

applies to the positions of existing services as indicated on the drawings.

The Employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the tenderer on this information shall be at his own risk.

PS 6: EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL

If abnormal rainfall or wet conditions occur during the course of the Contract, the Employer may grant an extension of time in accordance with Clause 45 of the General Conditions of Contract, calculated in accordance with the formula given below for each calendar month or part thereof:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The symbols shall have the following meanings:

V = Extension of time in calendar days for the calendar month under consideration. When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month on which a rainfall of Y mm or more were recorded.

Nn = Average number of days, derived from existing rainfall records, on which a rainfall of Y mm or more were recorded for the calendar month.

Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month, derived from existing rainfall records.

The total extension of time is the algebraic sum of all the monthly totals for the period under consideration, but if the total is negative, the time for completion will not be reduced on account of subnormal rainfall. Extensions of time for part of a month will be calculated by using pro rata values for Nn and Rn.

The factor (Nw - Nn) is considered a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X is considered a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

The average rainfall record for the past 10 years at the nearest rainfall station shall be for the purposes of this Contract are taken as normal rainfall. Rn and Nn for this period shall be used and the values of X and Y are 20 and 10 respectively.

PS 7: CERTIFICATES OF PAYMENT

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It was agreed that the master copy of the payment certificates would be drawn up and processed by the Contractor. All costs to this effect, as well as reproduction costs shall be to the account of the Contractor. It was agreed that the first month's certificate will be evaluated and if in order, the same format will be used throughout the contract.

PS 8: CONSTRUCTION IN LIMITED AREAS

In certain cases working space may be limited. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths, and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

PS 9: NON-WORKING DAYS

The Contractor shall not work on Sundays or on the following statutory Public Holidays: New Years Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill. Whenever any of the above statutory Public Holidays fall on a Sunday, the following Monday shall be a Public Holiday.

PS 10: SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer. Spoiling shall comply with the applicable statutory and municipal regulations.

PS 11: DRAWINGS

All "as built" information, as listed below, must be submitted to the Engineer's Representative before a certificate of completion will be issued. No separate payment will be made for the"as built" drawings

List of "as built" information required

(a) Exact distance of cable from existing erf boundaries at 20m intervals or where it changes and positions of crossing other services.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer.

The Engineer will supply any figured dimensions which may have been omitted from the drawings.

PS 12: LENGTH OF TRENCHES

Where no limitations are imposed by construction stages and unless otherwise permitted in writing by the Engineer, not more than 300 m of trench in any one place shall be opened in advance of cable laying operations.

No trench may be left open over the builders' holidays.

PS 13: SAMPLES

The Contractor shall at his own cost, supply all samples that may be required. Material or

Tender Document

work not conforming to the approved samples shall be rejected. The Engineer reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications. The cost of all tests failed shall be for the Contractor's account.

PS 14: MANUFACTURER'S INSTRUCTIONS

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

PS 15: MATERIALS AND PLANT

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates of compliance.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorised by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

PS 16: NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Engineer, and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the Contractor's own

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expense.

PS 17: SETTING OUT OF WORK

The existing services and possible positions will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and beacons and satisfy himself as to their position and level. The Contractor shall thereafter be held entirely responsible for the protection of all services and structures.

The Engineer shall be informed immediately should any discrepancy be discovered between the position or dimensions obtained by the Contractor and those shown on the drawings.

Where a survey beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

PS 18: WORKMANSHIP AND QUALITY CONTROL

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various standardized specifications regarding the minimum frequency of testing that will be required for process control. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the Engineer for examination, the Contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

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PS 19: TRANSPORT OF MATERIAL

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

PS 20: LIAISON WITH LOCAL AUTHORITIES

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

(a) Dealing with traffic.
(b) Locating of existing underground services.
(c) Protection of existing services during construction.

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

The Engineer or Employer must immediately be notified, should the Contractor experience any problem regarding work which involve a local authority.

PS 21 LOCAL LABOUR AND LOCAL SUBCONTRACTORS

PS 21.1 Introduction

It is envisaged that the works will be constructed by one Contractor employing local labour to construct the work applying the principles of the Expanded Public Works Programme (EPWP).

PS 21.2 Workload

The Contractor is required to execute certain components of this contract with labour-based construction methods as described in relevant sections.

PS 21.3 Assisting ABE's

The Contractor is required to assist ABE's in accordance with the Contractors proposal included in his/her tender.

PS 21.4 Local Labour

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor is expected to limit non-local employees to key personnel only and to employ and train local labour on this Contract.
The Contractor shall complete the form: Annexure F and state how many non-local key personnel he intends to employ in the various categories. The numbers stated on the above-mentioned form will be strictly controlled during the Contract period and any increase in numbers is subject to the approval of the Employer.

A Project Steering Committee (PSC) has been formed and consists of representatives of the affected community(Wards Committee), Ephraim Mogale Local Municipality and the Engineer. The PSC is up to date with the details of the project and appointment of all local labour must be through the PSC.

The Contractor will be required to arrange his own documentation regarding a contract for locally employed labour and must include provisions for the Occupational Health and Safety Act (1993) and the Compensation for Occupational Injuries and Diseases Act. The minimum

Tender Document

daily wage to be paid in accordance with the Wage Bill for the geographical area shall be as stated in the Government Gazette in terms of Wage Determination for the Civil Engineering Industry.

PS 21.5 Contractors Obligations

The Contractor is to supply the Engineer with copies of the agreements between himself/herself and his/her subcontractors within twenty-one (21) days of the contract being awarded.

Should the Contractor be unable to or unwilling to:

i) Subcontract the required Works as detailed in his/her tender document;
ii) Submit the necessary documentation to prove that he/she is subcontracting the work as specified in paragraph PS 10.6.
iii) Implement his/her proposed training scheme or any other scheme agreed to by the relevant parties;

The Municipality reserves the right to:

a) Nullify the said contract and re-issue it to tender;
b) Nominate available local subcontractors for the required Works;
c) Deduct payment from the monthly certificates, the value of which will be calculated as follows:

X = Y - Z
X = Amount of deduction from the monthly certificate
Y = Value of the work that should have been undertaken by the subcontractor during the month
Z = Value of the work actually undertaken by the Subcontractor during the month;
(d) = Nominate agents to undertake the proposed training at the expense of the Contractor.

PS 21.6 Work considered to be Labour Based

It is a condition of this contract that the following components of work must be executed using labour based construction methods.

1) Excavation of soft/ intermediate / hard material in trenches not deeper than 1,3 m if the uninterrupted trench length of soft material is greater than 50 m, and the total depth of the trench consists of soft material.
2) Excavation of soft/ intermediate/ hard material in all trenches for cable installation with no limitations.
3) Preparation of cable bedding.
4) Laying of cables and earthing.
5) Backfilling of all trenches assisted by machines for security reasons. Compaction excluded.
6) Placing of concrete markers.
7) Brickwork at paving restoration.
8) All earthworks required for exposing and/or relocating services.
9) Removal and planting of grass and plants
10) Location of existing services.

Note:

The abovementioned work must either be done by local labourers employed by the Contractor or by local subcontractors. In the Schedule of Quantities, as an alternative to machine excavation, the cost of a compulsory labour based construction activity is covered by using the standard Colto payment item (where applicable). **Site conditions and material present will dictate the application of labour-based trench excavation or machine excavation.**

Tender Document

A prerequisite for payment of these labour-based excavation items is that the Contractor keeps daily written records with names of labourers, tasks completed, man-hours spent and payments made.

Items excluded from labour based items:

1) Excavation in Boulders and rock material - Mechanical excavators and blasting allowed.
2) Compaction of bedding and backfilling - Rollers and plate compactors allowed.
3) Transport of materials LDV, dumpers and other transport equipment allowed.
4) Mixing of concrete - Mechanical mixers allowed.
5) Vibration of concrete - Vibrators compulsory.
6) Precast concrete manholes.

PS 22 TRAINING SCHEMES

Certain members of the Contractors staff will be selected from the locally recruited employees, to be subjected to training in tasks related to the execution of the contract.

PS 23 PRESCRIPTIONS IN RESPECT OF EXISTING SERVICES

The scope of works for this contract could be affected by existing services. Where necessary the contractor must familiarize himself with the position and extent of existing services and to carry out the works in such a manner as not to cause damage to existing services.

PS 23.1 Water and Storm Water Services

All manhole covers in the route must be clearly referenced and absolutely no spilling/covering shall be allowed on any manhole cover.

Any cost of repairs, replacement and/or installation of services and equipment resulting from the contractor's negligence or unauthorized action shall be to the contractor's account.

PS 23.2 Electrical Services

The following procedures will apply:

1. The Contractor will be assisted by the Electrical Department of the Municipality as the Electricity Supply Authority (ESA) to indicate known electrical services. These drawings will in all instances be available on site during the construction period or in the possession of the supervisor of the construction workers.

2. The cable's precise position on the terrain, with reference to the approximate position as indicated on the drawing, must be confirmed on terrain by means of cable tracing equipment to be supplied or arranged by the Contractor for this purpose. In the case of primary cables (11 kV) as indicated on the drawings, it is essential that cable tracing be conducted by ESA. The Contractor will provide sufficient white lime to mark the cable on the ground. The contact persons and telephone numbers for cable tracing personnel shall be obtained from ESA by the Contractor.

3. The Contractor must thereafter, very carefully, open up the cable by hand on at several places, of which the in between distances will not exceed 50 meters and where the direction changes.

4. At any position, between any two points of the exposed cable as described in 1.3 above, that cable shall be identified as a known service if it lays within 0,5 meters of a straight line drawn between these two points

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5. If the cable lays further than 0,5 meters away from a straight line drawn between the two exposed points, it shall be identified as an unknown service.

6. With reference to the approximate position of cables on the drawing, the Contractor will be responsible for confirming the location of such cables on terrain by means of the equipment referred to in 1.2 above, and by careful digging by hand. If the exact position of the cables cannot be determined without doubt, ESA can be approached for help.

7. When existing electrical cables fall within the excavation area of the new service, the Contractor will be responsible for protecting and supporting such cable. During backfilling of the trench, the Contractor will ensure that the cable is not damaged and repositioned at the original position and depth with the necessary bedding and marker tape.

8. Before any exposed cables are backfilled, such cables shall be inspected for possible damage by the terrain agent, in the presence of the Engineer or his/her representative. A complete record of all positions where cables were exposed must be indicated on the drawing.

9. The Contractor is responsible for keeping a complete record of incidents where electrical cables (known or unknown) were damaged that includes the following:
   - Date when damaged and the reason
   - Date when repaired
   - The extent of repairs, for instance cable size, number of joints necessary, the length of cable replaced etc
   - The exact cable position and depth indicated on the plan

10. The Engineer's representative must check these records. The above-mentioned record will be an annexure to the minutes of the monthly site meetings. All repairs of damaged cables (known or unknown) will be supervised by ESA. The Contractor shall provide the necessary material and a qualified jointer or qualified subcontractor for the repair work. The account for repairs done will be for the Contractor. The repair cost of a known service (electrical cable) that was damaged, will be recovered from the Contractor's certificate.

11. Electrical Cables
    In no instances will any Contractor be allowed to excavate with a machine near an electrical cable. Excavation of a cable or near a cable must be by hand and after 2000 mm (mechanical excavation) from the centre of an electrical cable. ESA will confirm these distances when required by the Contractor.

12. Overhead Services
    Excavation and backfill shall be such that no foundation of overhead structures (power lines, streetlights, high mast lights, stays etc.,) will be disturbed. If disturbed, the Contractor will inform ESA in writing and will reinstate the foundation to its original state.

13. Maintenance Period
    During the maintenance period the Contractor's responsibility shall include:
    All electrical cables that were exposed or handled by him
    Excavations in the vicinity of poles and stays, at the time of the construction activities

    This makes provision for instances where damaged cables were covered up without informing ESA that may cause many problems later on. The Contractor is responsible to repair all disturbed pole and stay foundations and to reinstate it to its original condition (electrical and structural), as they are disturbed.

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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.

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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.
-
- 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.

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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

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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.

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SECTION OHS : OHSA 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 OHSA 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 OHSA 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 of 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 OHSA 1993, be the

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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.

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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

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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.

OHS.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 OHSA 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)).

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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 available on site for inspection at all times. 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

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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.

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(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.

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(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

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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.

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C4: SITE INFORMATION

C4.1 LOCALITY PLAN

C4.2 CONDITIONS ON SITE

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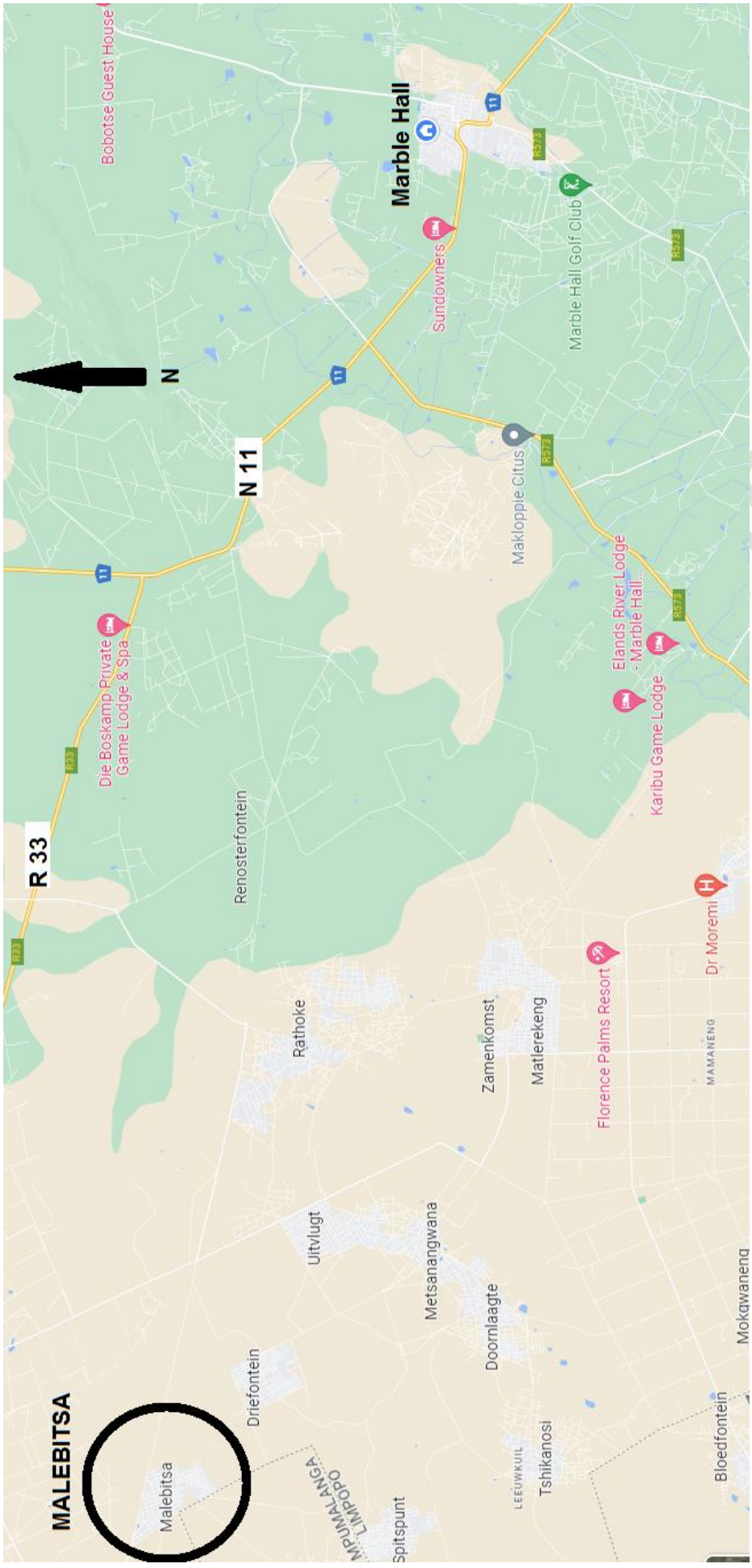
C4.1 LOCALITY MAP



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C4.2 CONDITIONS ON SITE:

The installations will be on the pavement (road reserve) along gravel and tar internal streets in MALEBITSA. The pavement is soil. 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 electrical reticulation is overhead and the final position of the mast must be 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. The mast movement must be parallel to the road. Access to the site is easy and it can be accessed at all times. The soil conditions looks suitable on the surface but 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.

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