

EMALAHLENI LOCAL MUNICIPALITY



Tender No. ELM 20/2022 INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI TENDER DOCUMENT

NAME OF TENDERER:

PREPARED FOR:

EMALAHLENI LOCAL MUNICIPALITY
CNR Mandela & Arras Street
P.O. Box 3
EMALAHLENI,
1035



Telephone: 013 690 6300
Fax: 013 690 6207
Contact: Mr. Edwin Sedupane
e-mail: sedupaneme@emalahleni.gov.za

PREPARED BY:

AMANTLE CONSULTING ENGINEERS
71 Mopane
Street Birdwood Estate
Hartbeespoortdam
0216

Telephone: 012 006 5055/ 0723769280
Contact: Mr. Thomas Nkwane
e-mail: thomas@amantleconsulting.co.za



Tenderer:

CIDB Registration Number:

Total of the prices inclusive of value added tax: R

Amount in words:

B-BBEE level of contribution:

CSD Registration Number:

Preferences claimed for tendered contract participation goal of: NOT APPLICABLE

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

CONTENTS

THE TENDER

Part T1: Tendering Procedures

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

Part T2: Returnable Documents

T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Schedules	

THE CONTRACT

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance	Yellow
C1.2	Contract Data	
C1.3	Form of Guarantee	

Part C2: Pricing Data

C2.1	Pricing Instructions	Yellow
C2.2	Bills of quantities	

Part C3: Scope of Work

C3	Scope of Work	Blue
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Part C4: Site Information

C4	Site Information	Green
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part C5: Relevant Documents

Green

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

T1.1 TENDER NOTICE AND INVITATION TO TENDER

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

Employer Tender Number: ELM 20/2022

Cidb Reference Number: 100079762

EMALAHLENI LOCAL MUNICIPALITY MPUMALANGA INVITES TENDERS FOR THE INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

It is estimated that tenderers should have a CIDB contractor grading of 5EP or higher. 4EP Potentially Emerging Enterprises who satisfy criteria stated in the Tender Data may submit Tender offers.

Only tenderers who have grading of 5EP/4EP PE are eligible to submit tenders.

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

Description of services, works or goods: Stipulated minimum

Steel products: : 100%

A non-compulsory clarification meeting with representatives of the Employer will take place on Thursday, 10 November 2022 starting at 10h00 via Microsoft Teams. Tenderers are required to register for attending the virtual briefing to be conducted by the clients Representative by sending details (email address and representative name and surname) of the bidding entity to thomas@amantleconsulting.co.za. A Microsoft Teams invite will be sent to the bidding entities registered not later than Wednesday, 09 November 2022 at 12:00.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed with the TENDER NO. ELM 20/2022: INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI clearly marked with the "NAME of the Tenderer" and be deposited in the Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Box, situated at the First Floor, Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, eMalahleni 1035 or sent via courier services to the above-mentioned address. The envelope must be endorsed with the bid number, title of the bid and closing date as indicated in the document.

The municipality reserves the right to withdraw any invitation to tender and/or re-advertise or to reject any tenderer or to accept a part of it. The municipality does not bind itself to accepting the lowest bidder.

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

Queries relating to the issues of these documents may be addressed to:

AMANTLE CONSULTING ENGINEERS
Tel No. 012 006 5055
E-mail: thomas@amantleconsulting.co.za

Or

Ms Z. Moroku.
Tel No. 013 690 6497
E-mail: masangoz@emalahleni.gov

Or

Mr M.E Sedupane
Tel No. 013 690 6298
E-mail: sedupaneme@amalahleni.gov.za

A clarification meeting with representative of the Employer will take place at MICROSOFT TEAMS on 10 November 2022 starting at 10h00.

The closing time for receipt of Tenders is 11h00 on Friday, November 25, 2022

Emailed and late Tenders will not be accepted

Tenders may only be submitted on the tender documentation that is issued

Requirements for sealing, addressing, delivering, opening and assessment of Tenders are stated in the Tender Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board's Board Notice 423 of 2019 (contained in Government Gazette No. 42622 of 08 August 2019), bound into section T1.3. (See www.cidb.org.za).

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data also contains project specific amendments to the Standard Conditions of Tender applicable to this document. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Clause Number	Addition or Variation to Standard Conditions of Tender
C.1.1	The Employer is: Emalahleni Local Municipality P.O Box 3 Emalahleni 1035
C.1.2	The Tender documents issued by the Employer comprise of the following documents: THE TENDER Part T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents T2.2 Returnable schedules

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.1.2	<p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Performance guarantee</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work</p> <p>C3 Scope of Work</p> <p>Part C4: Site Information</p> <p>C4 Site Information</p> <p>Part C5: Relevant Documentation</p> <p>Health and Safety Specifications</p> <p>Pro-forma agreement in terms of Occupational Health and Safety Act</p> <p>Notification of construction work</p> <p>Pro-forma contract between contractor and worker</p> <p>Pro-forma attendance register</p> <p>Contract person days' calculation format</p> <p>Contractor's monthly report format</p> <p>Environmental Management Plan</p> <p>Geotechnical Investigation Report</p> <p>Tender Drawings</p>
C.1.3	<p>Interpretation</p> <p>Replace sub-clause C.1.3.2 with the following:</p> <p>These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender</p>
C.1.4	<p>Communication and Employer's Agent is:</p> <p><i>Amantle Consulting Engineers</i></p> <p>Telephone: 012 006 5055</p> <p>Cellphone: 072 376 9280</p> <p>Contact: Thomas Nkwane</p> <p>e-mail: admin@amantleconsulting.co.za</p> <p>Address: 71 Mopane Street Birdwood Estate Hartbeespoortdam 0216</p>
C.1.5	<p>Cancellation and Re-Invitation of Tender</p> <p>Add the following sub-clause C.1.5.4:</p> <p>The employer has the right not to accept the lowest tender and has the right to accept the whole or part of any tender and has the right not to consider any tender not suitably endorsed. This right is fully reserved by EMALAHLENI LOCAL MUNICIPALITY.</p>

T1.2.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.2.1	<p>Eligibility</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 6EP or 5EP Potentially Emerging Enterprises class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the [construction class] class of construction work; not lower than one level below the required grading designation in the class of works construction works under consideration and possess the required recognition status; and <p>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6EP or 5EP Potentially Emerging Enterprises class of construction work, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</p>
C.2.2	<p>Cost of tendering</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
C.2.2.1	<p>Add the following to sub-clause 2.2.1:</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
C.2.7	<p>Clarification Meeting</p> <p>There will be non-compulsory virtual clarification meeting via Microsoft Teams Date: 10 November 2022 Time: 10h00</p> <p>Confirmation of attendance will be recorded of the virtual meeting, in the Site Inspection Certificate included in Section T2.2 of the Document.</p> <p>Tender documents will be made available at the e-tendering website. Details relating to the downloading of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)</p>
C.2.10	<p>Pricing the tender offer</p> <p>Add the following sub-clause 2.10.5:</p> <p>Add the following sub-clause 2.10.5:</p> <p>A digital copy of the Bill of Quantities can be obtained at the office of the Employer's Agent upon sufficient notice by sending a request to thomas@amantleconsulting.co.za</p>

T1.2.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.2.11	<p>Alterations to documents</p> <p>Replace the last sentence of the clause with the following: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorized signatories next to the correct entry. Erasures and the use of masking fluid are prohibited.</p>
C.2.12	<p>Alternative tender offers</p>
C.2.12.1	<p>Add the following to the clause: All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
C.2.12.2	<p>Add the following to the clause: Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
C.2.12.3	Delete this clause.
C.2.13	<p>Submitting a tender offer</p>
C.2.13.2	<p>Replace the contents of the clause with the following: Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in original format and no pages shall be removed or re-arranged.</p>
C.2.13.3	Two (2) copies of the tender offer are required. One copy should be in an electronic format (flash drive or memory stick) the other copy should be printed
C.2.13.4	<p>Add the following to the clause: Only authorized signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : First Floor, Emalahleni Local Municipality, Civic Centre</p> <p>Physical address : 29 Mandela Street</p> <p>Emalahleni</p> <p>1035</p> <p>Identification details: Contract: ELM 20/2022 – INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
C.2.13.6	A two-envelope procedure will not be followed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.2.13.10	<p>Add the following new sub- clause 2.13.10:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>												
C.2.13.11	<p>Add the following new sub- clause 2.13.11:</p> <p>No Tender document will be considered unless submitted on Employer's Official Tender Documentation. All returnable documents and schedules shall be fully completed in all respects as required and submitted with the tender.</p> <p>Tenders must be deposited in the tender box clearly marked with project description.</p> <p>Tender No: ELM 20/2022– INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI</p> <p>Location of tender Box: First Floor, Emalahleni Local Municipality, Civic Centre</p> <p>Physical Address: 29 Mandela Street, Emalahleni, 1035</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p> <p>All tenders received by the EMALAHLENI LOCAL MUNICIPALITY will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p>Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered</p>												
C.2.14	<p>Information and Data to be Completed in all respects</p> <p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <table><tr><td>Section T2.2</td><td>:</td><td>Returnable Schedules</td></tr><tr><td>Section C1.1</td><td>:</td><td>Form of Offer and Acceptance</td></tr><tr><td>Section C1.2</td><td>:</td><td>Contract Data (Part 2)</td></tr><tr><td>Section C2.2</td><td>:</td><td>Bill of Quantities</td></tr></table> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialed by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p>	Section T2.2	:	Returnable Schedules	Section C1.1	:	Form of Offer and Acceptance	Section C1.2	:	Contract Data (Part 2)	Section C2.2	:	Bill of Quantities
Section T2.2	:	Returnable Schedules											
Section C1.1	:	Form of Offer and Acceptance											
Section C1.2	:	Contract Data (Part 2)											
Section C2.2	:	Bill of Quantities											

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.5

	<p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
C.2.15	<p>Closing Time</p> <p>The closing time and location for the submission of tender offers are:</p> <p>Time : 11h00 on Friday, November 25, 2022</p> <p>Location : First Floor, Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, eMalahleni 1035</p>
C.2.16	<p>Tender Offer Validity</p>
C.2.16.1	<p>Add the following to the clause:</p> <p>The Tender offer validity period is 90 Days.</p>
C.2.16.5	<p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the Employer's closure of business on the following working day.</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
C.2.18	<p>Add the following to the clause:</p> <p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>

T1.2.6

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.2.20	<p>Submit Securities, Bonds and Policies</p> <p>The tenderer is required to submit a Performance Guarantee from an approved insurer within 14 days from appointment. A format is included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer 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.</p>
C.2.22	<p>Return of Other Tender Documents</p> <p>Replace the contents of the clause with the following:</p> <p>Return all retained tender documents prior to the closing time for the submission of Tender Offers.</p>
C.2.23	<p>Certificates (Returnable Documents)</p> <p>The following returnable documents are to be provided with the tender offer. Failure to do so may result in the tender offer being non-responsive.</p> <ul style="list-style-type: none"> a) CIDB registration certificate in the grading designation stipulated in clause 2.1 above, b) Copy of the Municipal Account of bidder and its directors not older than 3 months c) Joint Venture Agreement (if tenderer is a Joint Venture), d) Original certified copy of valid BBBEE certificate (SANAS accredited or Affidavit), e) A Certificate of authority for signatory (if tenderer is a Joint Venture), f) A copy of the CSD full report not older than 30 days.
<p>C.3</p> <p>C.3.1.1</p>	<p>The Employer's Undertakings</p> <p>Replace the contents of the clause with the following:</p> <p>Respond to a request for clarification received up to five (5) working days before the Tender closing time stated in the Tender Data and notify all Tenderers who collected procurement documents within two (2) working days of the same date.</p>

T1.2.7

Contractor

Witness 1

Witness 2

Employer


Witness 1

Witness 2

C.3.4	<p>Opening of Tender Submissions</p> <p>Add the following to the clause:</p> <p>Tenders will be opened immediately after the closing time of submission of tenders at the venue indicated in Clause 2.13.5 of the Tender Data.</p>								
C.3.8 C.3.8.1	<p>Test for Responsiveness</p> <p>Add the following to the clause:</p> <p>Failure on the part of the Tenderer to submit a tender offer as stipulated in clause 2.13 prior to the closing time as stipulated in clause 2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive</p> <p>Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.</p>								
C.3.9	<p>Arithmetical Errors, Omissions and Discrepancies</p> <p>Replace the contents of subclause C3.9.4 with the following:</p> <p>This contract is a re-measurement contract with a Bill of Quantities. Therefore, the following evaluation and correction of arithmetical errors shall apply:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ol style="list-style-type: none"> If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall 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 tenderer's addition of prices, the corrected total of the prices shall govern. Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern. <p>Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made by that particular tenderer.</p>								
C.3.11	<p>Tender Evaluation Points</p> <p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p>Preference points for this bid shall be awarded for:</p> <ol style="list-style-type: none"> Price; and B-BBEE Status Level of Contribution. <p>The maximum points for this bid are allocated as follows:</p> <table border="1"> <thead> <tr> <th></th><th>POINTS</th></tr> </thead> <tbody> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td><td>20</td></tr> <tr> <td>Total points for Price and B-BBEE must not exceed</td><td>100</td></tr> </tbody> </table> <p>Evaluation of Tender Offers</p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the ELM.</p>		POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTION	20	Total points for Price and B-BBEE must not exceed	100
	POINTS								
PRICE	80								
B-BBEE STATUS LEVEL OF CONTRIBUTION	20								
Total points for Price and B-BBEE must not exceed	100								



Contractor




Witness 1



Witness 2



Employer



Witness 1



Witness 2

The following steps will be followed in evaluation;

1. Determine whether or not tender offers are complete.
2. Determine whether or not tender offers are responsive.
3. Determine whether or not the tender meets the evaluation criteria as per clause C.3.11.2
4. Determine the reasonableness of tender offers.
5. Awarding of points for financial offer.
6. Awarding of points for BBBEE
7. Rank tenderers according to the total points (Price and BBBEE)
8. Perform an overall risk analysis of the tender offers as per Clause 3.13 of T1.3.

Evaluation Criteria

Tenders are adjudicated in terms of ELM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

Size of enterprise and current workload

- Evaluation of the Tenderer's position in terms of:
 - Previous and expected current annual turnover
 - Current contractual obligations
 - Capacity to execute the contract

Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilized on this contract.

Proposed Key Personnel

In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) along with relevant qualifications for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format.

Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI status (describing population group, gender and disabilities)
- Educational qualifications
- Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services.

Previous experience

The procedure for the evaluation of responsive Bids will be on the previous projects where the firm was involved for EMALAHLENI LOCAL MUNICIPALITY (ELM) projects or other clients.

T1.2.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>Reference of clients other than ELM MUST be provided.</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> • Experience in the relevant technical field • Experience of contracts of similar size • Some or all of the references will be contacted to obtain their input. <p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects</p> <p>If the Tender does not meet the requirements contained in the ELM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>Penalties</p> <p>The EMALAHLENI LOCAL MUNICIPALITY will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> • Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. • Impose a financial penalty at the discretion of Council <p>Restrict the contractor, its shareholders and directors on obtaining any business from the EMALAHLENI LOCAL MUNICIPALITY for a period of 5 years</p>										
C.3.11.2	<p>Evaluation Criteria</p> <p>Add the following to the clause:</p> <p>A tender's responsiveness in relation to points is summarized as follows:</p> <table border="1" data-bbox="331 1473 1046 1680"> <tr> <td>Organizing and Staffing</td> <td>30</td> </tr> <tr> <td>Plant</td> <td>20</td> </tr> <tr> <td>Experience of Firm</td> <td>40</td> </tr> <tr> <td>Bank Rating / Programme</td> <td>10</td> </tr> <tr> <td>Sub-Total</td> <td>100</td> </tr> </table> <p><u>A tenderer must obtain a minimum of 70 points out of the 100 points above to be considered for price and BBB-EE evaluation</u></p> <p>For specific guidelines on the allocation of <u>points in each category</u>, see the following relevant schedules below:</p> <p>ORGANIZING AND STAFFING PLANT EXPERIENCE OF FIRM BANK RATING / PROGRAMME</p>	Organizing and Staffing	30	Plant	20	Experience of Firm	40	Bank Rating / Programme	10	Sub-Total	100
Organizing and Staffing	30										
Plant	20										
Experience of Firm	40										
Bank Rating / Programme	10										
Sub-Total	100										

T1.2.10

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

C.3.11.3	Tender Evaluation Method Add the following to the clause: Where the above methods of tender evaluation may remain unclear, any remaining uncertainties shall be resolved at the discretion of the Employer based on a method which entails the balance between financial offer, preferences, Quality and 80-20 points system.
C.3.16	Registration of Award Add the following to the clause: Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer' Agent.
C.3.17	Provide copies of the contract The successful tenderer shall receive one copy of the signed contract.
	The additional conditions of Tender are: 1 Emalahleni Local Municipality may request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2 The Emalahleni Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and/ or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. 3 The Emalahleni Local Municipality reserves the right to appoint a different Contractor for each project. The Tenderer shall be required to complete the form of offer (C1.1) and the Bill of Quantities (C2.2) for each project.
	The tenderer is to note that the following Additional Relevant Documents attached into Part 5 of this document will form part of this contract: (i) Health and Safety Specifications (ii) Pro-forma agreement in terms of Occupational Health and Safety Act (iii) Notification of construction work (iv) Pro-forma contract between contractor and worker (v) Pro-forma attendance register (vi) Contract person days' calculation format (vii) Contractor's monthly report format

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Organising and Staffing

(Maximum points obtainable 30)

Project Manager / Team Leader:

(Maximum Points obtainable 6, minimum 2)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Degree or Diploma in Project Management and technical qualification	No	4	
	Certificate in Project Management and technical qualification	No	2	
	No relevant qualification	No	0	
Sub-total			4	
Experience of Project Manager / Team Leader in similar projects		Elimination Factor	Points obtainable	Points Claimed
Involvement in comparable projects (Technical)	< 1 year	Yes	0	
	1 – 2 years	No	0	
	3 – 4 years	No	1	
	5 years and more	No	2	
Sub-total			2	
Total			6	

Site Agent:

(Maximum Points obtainable 9, minimum 3)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	National Diploma (Electrical Engineering)	No	3	
	No National Diploma	Yes	0	
Sub-total			3	
Years of experience in similar projects	< 5 years	Yes	0	
	5 – 9 years	No	3	
	10 years and more	No	6	
Sub-total			6	
Total			9	

Note: Should the Site Agent be the same as Contractor Manager zero points will be allocated.

T1.2.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Site Foreman: _____ **(Maximum Points obtainable 9; minimum 3)**

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Artisan, Millwright	No	3	
	Not Qualified	No	0	
Sub-total			3	
Years of experience after qualification	< 4 years	Yes	0	
	5 – 9 years	No	3	
	10 years and more	No	6	
Sub-total			6	
Total			9	

Note: Should the Site Foremen be the same Site Agent and Team leader zero points will be allocated

Safety Officer: _____ **(Maximum Points obtainable 6; minimum 2)**

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Certificate in Health and safety management	No	2	
	No certificate	Yes	0	
Sub-total			2	
Years of experience after qualification	< 3 years	Yes	0	
	3 – 5 years	No	2	
	5 years and more	No	4	
Sub-total			4	
Total			6	

Note: Should the Safety Officer be the same as Team leader, Site Agent, Site Foreman zero points will be allocated.

T1.2.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Construction Manager/Team Leader	6	
Site Agent	9	
Site Foreman	9	
Health and Safety Officer	6	
TOTAL	30	

PLANT

(Maximum Points obtainable 20)

It must be noted that total points of **20** are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtainable (leased)	Points Claimed
Firm's plant and equipment – Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	[Minimum required key plant - type 1] Picks and shovels	No	5	2.5	
	[Minimum required key plant - type 2] Compressor and jack hammers	No	5	2.5	
	[Minimum required key plant - type 3] Flatbed truck (at least 30 ton), for structure delivery	No	5	2.5	
	[Minimum required key plant - type 4] Hydraulic crane (at least 30 ton)	No	5	2.5	
Sub-total			20	10	
Total			20	10	

EXPERIENCE OF FIRM

(Maximum Points obtainable 40)

Note: Company's previous completed projects

It must be noted that the experience of the firm carries a maximum of **40 points** as indicated in the table below. If proof of testimonials and appointment letters, in reference to Form E not provided, then the bidder shall obtain zero points on the experience of the firm.

Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (appointment letters and completion certificates) with contact details must be attached.

T1.2.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points Obtainable	Points Claimed
Company Experience In Terms of Supply, Delivery and Installation of High Mast Lights and Street Lights	[project type 1 and min rand value]R4M and above	No	10	
	[project type 2 and min rand value]R5M and above	No	20	
	[project type 2 and min rand value]R6M and above	No	30	
	[project type 2 and min rand value]R8M and above	No	35	
	[project type 2 and min rand value]R11M and Above	No	40	
Sub-Total			40	
TOTAL			40	

Bank Ratings – Financial Performance	
10 point – Points are allocated for the cash flow management demonstrated by the tenderer from bank rating	
Rating	Points
C	10
D	6
E	4
F	0

TOTAL SCORE: _____/100

T1.2.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

T1.3 STANDARD CONDITIONS OF TENDER

These standard conditions of tender are identical to those published in Annex C of the Department of Public Works Notice 423 of 2019. (Government Gazette No 42622, 8 August 2019)

1. GENERAL

1.1. Actions

- 1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in item 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- 1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.3.1

- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

1.2. Tender Documents

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

1.3. Interpretation

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

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

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

a) conflict of interest means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.3.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.4. Communication and Employer's Agent

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

1.5. The Employer's Right to Accept or Reject Any Tender Offer

- 1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-
- (a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; or
 - (b) funds are no longer available to cover the total envisaged expenditure; or
 - (c) no acceptable tenders are received; or
 - (d) there is a material irregularity in the tender process.
- 1.5.2 The decision to cancel a tender must be published in the same manner in which the original tender invitation was advertised.
- 1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

1.6. Procurement Procedures

1.6.1 General

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

1.6.2 Competitive Negotiation Procedure

- 1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- 1.6.2.2** All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data, shall be invited to enter into competitive negotiations, based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

T1.3.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

1.6.3 Proposal Procedure Using the Two Stage-System

1.6.3.1 Option 1

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

1.6.3.2 Option 2

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

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

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

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

T1.3.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

2.2 Cost of Tendering

- 2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- 2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

2.3 Check Documents

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

2.4 Confidentiality and Copyright of Documents

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

2.5 Reference Documents

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

2.6 Acknowledge Addenda

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

T1.3.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.7 Clarification Meeting

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

2.8 Seek Clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

2.9 Insurance

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

2.10 Pricing the Tender Offer

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

2.11 Alterations to Documents

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

T1.3.6



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

2.12 Alternative Tender Offers

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

2.13 Submitting a tender offer

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

T1.3.7

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

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

2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

2.14 Information and Data to Be Completed in All Respects

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

2.15 Closing Time

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

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

2.16 Tender Offer Validity

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

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

T1.3.8

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in 2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on the Consumer Price Index (CPI).

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

2.17 Clarification of Tender Offer After Submission

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

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

2.18 Provide Other Material

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

2.19 Inspections, Tests and Analysis

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

T1.3.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.20 Submit Securities, Bonds and Policies

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

2.21 Check Final Draft

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

2.22 Return of Other Tender Documents

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

2.23 Certificates

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

3. THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to Requests from the Tenderer

3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected procurement documents.

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

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

T1.3.10

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

3.3 Return Late Tender Offers

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

3.4 Opening of Tender Submissions

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

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

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

3.5 Two-Envelope System

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

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

T1.3.11

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.6 Non-Disclosure

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

3.7 Grounds for Rejection and Disqualification

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

3.8 Test for Responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

3.9 Arithmetical Errors, Omissions and Discrepancies

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

T1.3.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- 3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender as tendered or accept the corrected total of prices.
- 3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows.
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

3.10 Clarification of a Tender Offer

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

3.11 Evaluation of Tender Offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

T1.3.13

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

3.12 Insurance Provided by The Employer

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

3.13 Acceptance of Tender Offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

T1.3.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

3.14 Prepare Contract Documents

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

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

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

3.15 Complete Adjudicator's Contract

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

3.16 Registration of the Award

An employer must within twenty-one (21) days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

3.17 Provide Copies of The Contracts

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

3.18 Provide Written Reasons for Actions Taken

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

T1.3.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

Form A	Compulsory Enterprise Questionnaire - Compulsory
Form B	Record of Addenda to Tender Documents - Compulsory
Form C	Authority for Signatory- Compulsory
Form D	Preference Schedule - Compulsory
Form E	Schedule of Previous Experience - Evaluation
Form F	Schedule of Current Projects - Evaluation
Form H	Proposed Key Personnel - Evaluation
Form I	Schedule of Plant and Equipment - Evaluation
Form J	Schedule of Proposed Sub-Contractors - Evaluation
Form K	Financial References - Compulsory

MBD1	Tax compliance requirements - Compulsory
MBD4	Declaration of Interest - Compulsory
MBD5	Declaration for Procurement Above R10 Million - Compulsory
MBD8	Declaration of bidder's past supply chain management practices - Compulsory
MBD9	Certificate of Independent bid determination - Compulsory

Returnable Documents that will be incorporated into the contract

C1.1	Form of Offer and Acceptance - Compulsory
C1.2	Contract Data (Part 2)- Compulsory
C1.3	Form of Guarantee - Compulsory
C2.2	Bill of Quantities - Compulsory

T2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise:**
2. **VAT Registration number, if any:**
3. **CIDB Registration number:**
4. **CSD Number:**
5. **Particulars of sole proprietors and partners in partnership:**

Name	Identity Number	Personal Income Tax Number

* Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

6. **Particulars of companies and close corporations:**

Company Registration Number:

T2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Close Corporation Number:

Tax reference Number:

T2.3.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. Record in the service of the state:

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

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

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

Name of sole proprietor, partner, director, manager or principal stakeholder or stakeholder	Name of Institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within the last 12 months

Name of Tenderer:

Date:

Signature :

Position:

Full name of signatory:

T2.2.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

 CK1 or CK2 as applicable (Founding Statement)

2. For Companies

 Shareholders register

3. For Joint Venture Agreements

 Copy of the Joint Venture Agreement between all the parties, as well as the documents in (1) or (2) of each Joint Venture member.

4. Audited Financial Statements for the past three (3) years
5. CSD Audit Report
6. Original certified copy of valid BBBEE certificate (SANAS accredited or Affidavit)

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS
--

We confirm that the following communication 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

Name of Tenderer: Date:

Signature : Position:

Full name of signatory:

T2.2.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)"

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE
:

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

T2.2.5

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO-FORMA FOR JOINT VENTURES:**Certificate of Authority for Joint Ventures**

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner: CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:

T2.2.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH HERETO THE DULY SIGNED AND DATED
ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF
SIGNATORY ON COMPANY LETTERHEAD**

T2.2.7

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D PREFERENCE SCHEDULE

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

2.1 “**All applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

T2.2.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R10 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“Functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“Non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“Person”** includes a juristic person;
- 2.14 **“Rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

T2.2.9




Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 Whenever, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must one scoring the highest score for functionality.
- 3.6 Two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

Where:

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

T2.2.10



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS
- 5.4 Trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 Trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 Person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 30% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 Person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

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

- 8.1.1 If yes, indicate:

1 What percentage of the contract will be subcontracted? %

2 The name of the sub-contractor?

3 The B-BBEE status level of the sub-contractor?

4 Whether the sub-contractor is an EME?

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

T2.2.11

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm:

9.2 VAT registration number

9.3 Company registration number

9.4 **TYPE OF FIRM** (Tick Applicable Box)

- ☐ Partnership/ Joint Venture/ Consortium
- ☐ One Person business/ sole propriety
- ☐ Close Corporation
- ☐ Company
- ☐ (Pty) Ltd
- ☐ Other:
Specify _____

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION:

Municipality where business is situated

Registered Account Number

Stand Number

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

T2.2.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

The information furnished is true and correct;

- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the ***Audi alteram partem*** (listen the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:

ADDRESS:

T2.2.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract. Appointment letters and Completion certificates should be attached.**

[illegible]

Date:

Full name of signatory:

Provide the following information on current projects. **This information is material to the award of the Contract.**

[illegible]

Date:

Full name of signatory:

Page 10 of 10

Page 10 of 10

Witness 2

T2.2.16

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H PROPOSED KEY PERSONNEL

Please attach CVs of the proposed key personnel.

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Construction Manager / Team Leader						
Site Agent						
Site Foreman						
Health and Safety Officer						
Others:						
.....						
.....						
.....						

The Tenderer shall attach hereto the *curricula vitae, qualification & registration (optional)*, in the form included hereafter, of at least the site agent, the foreman, safety officer and the project manager. The information is necessary for evaluation of the tender.

Name of Tenderer:

Date:

Signature:

Full name of signatory:

T2.2.17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I SCHEDULE OF PLANT AND EQUIPMENT

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

(a) Details of major equipment owned by me / us and immediately available for this contract.

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

Attach additional pages if more space is required

Attach proof of ownership of plant and equipment or lease agreement.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

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

Attach additional pages if more space is required

Provide a letter of undertaking from the supplier committing the plant and equipment for the contract associated with this bid.

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

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

Name of Tenderer:

Date:

Signature:

Full name of signatory:

T2.2.18

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J SCHEDULE OF PROPOSED SUB-CONTRACTORS

Appointment of the proposed sub-contractors is subject to approval by EMALAHLENI LOCAL MUNICIPALITY (ELM) in accordance with ELM Supply Chain Management Policy.

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR	APPOINTMENT VALUE ALLOCATED
Total Value (Vat Inclusive)		
Percentage (%) of total Contract Value		

Name of Tenderer:

Date:

Signature:

Full name of signatory:

T2.2.19

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

BANK NAME:									
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>									
ACCOUNT TYPE: <i>(e.g. Savings, Cheque, etc.)</i>									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1" style="display: inline-table; vertical-align: top;"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer:

Date:

Signature:

Full name of signatory:

T2.2.20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY					
BID NUMBER:	ELM 20/2022	CLOSING DATE:	25 NOVEMBER 2022	CLOSING TIME:	11H00
DESCRIPTION	INSTALLATION OF COMMUNITY LIGHTING (HIGH MAST) IN THE GREATER EMALAHLENI MUNICIPALITY				
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					
EMALAHLENI LOCAL MUNICIPALITY CIVIC CENTRE MANDELA STREET eMALAHLENI					
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	TCSPIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Thomas Nkwane	
CONTACT PERSON	MS ZINHLE MOROKU		TELEPHONE NUMBER	(012)006 5055	
TELEPHONE NUMBER	(013) 690 6497		FACSIMILE NUMBER	(086)513 6518	
FACSIMILE NUMBER	(013) 690 6207		E-MAIL ADDRESS	thomas@amantleconsulting.co.za	
E-MAIL ADDRESS	masangonz@emalahleni.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>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.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**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:

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims. Bidders who do not submit B-BBEE Status T Level Verification Certificates or are noncompliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and **zero** points out of 10 or 20 for B-BBEE.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her positioning relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declaring acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:.....

Any other particulars:.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1If so, furnish particulars:

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- | | POINTS |
|--|---------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |
- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Construction service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS:.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

AUTHORITY OF SIGNATORY

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.

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

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/Ms
 acting in the capacity of , was authorized to sign all documents in
 connection with this tender for contract and any contract resulting from it on
 behalf of the company.

As witnesses :

- | | |
|---------|------------------|
| 1. | Chairman : |
| 2. | Date : |

Tenderers must attach a copy of the Resolution of the Board .

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
 hereby authorize Mr/Ms .,
 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

C. Certificate for Joint Venture

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

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

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

D. Certificate for Sole Proprietor

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

As witnesses:

.....	Signature : Sole owner:
.....	Date :
.....	

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
..... hereby authorize Mr/Ms
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 who rests the direction of the affairs of the Partnership as a whole.

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)
--

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms , authorised signatory of the company, close corporation or partnership , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		<div style="margin-bottom: 10px;">Signature</div> <div style="margin-bottom: 10px;">Name</div> <div style="margin-bottom: 10px;">Designation</div>
		<div style="margin-bottom: 10px;">Signature</div> <div style="margin-bottom: 10px;">Name</div> <div style="margin-bottom: 10px;">Designation</div>
		<div style="margin-bottom: 10px;">Signature</div> <div style="margin-bottom: 10px;">Name</div> <div style="margin-bottom: 10px;">Designation</div>

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

C. THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5: Relevant Documentation

- C5 Health & Safety Specifications

		C1			
<small>Contractor</small>	<small>Witness 1</small>	<small>Witness 2</small>	<small>Employer</small>	<small>Witness 1</small>	<small>Witness 2</small>

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.1

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI.**

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

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

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

..... Rand (in words);

R.....(in figures).

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature
Of Witness

Name

Date

C1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)
Part 2 Pricing Data
Part 3 Scope of Work
Part 4 Site information
Part 5 Additional Documentation
and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature

Of Witness _____
Name Date

C1.3

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Contractor

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Witness 1

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Witness 2

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Employer

--

Witness 1

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Witness 2

SCHEDULE OF DEVIATIONS

Notes:

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

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	
5	Subject	
	Details	
6	Subject	
	Details	

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

C1.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Emalahleni Local Municipality – Mandela Street)

Name & Signature
Of Witness _____ Date _____

C1.5



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

CONFIRMATION OF RECEIPT

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

the (day)

of (month)

20..... (year)

at (place)

For the Contractor:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

C1.6

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015), 3rd Print, published by the South African Institution of Civil Engineering, including the corrections Version 1 of April 2020 thereto as published by the South African Institution of Civil Engineering, is applicable to this Contract. This document, incorporating the corrections shall be referred to hereinafter as the "GCC", "GCC 2015", "General Conditions of Contract" or "General Conditions of Contract for Construction Works, Third Edition (2015)".

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

All of the following Notes apply:

NOTES

Note 1

The GCC 2015 makes several references to the Contract Data. The Contract Data shall take precedence over the GCC 2015 in the interpretation of any ambiguity or inconsistency.

Note 2

Each item of data below is cross-referenced to the clause in the GCC 2015 to which it applies.

Note 3

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document. Where no such replacement similar proformas apply, the pro-formas as bound into the GCC 2015 shall apply as amended per the compiler guidelines published therewith.

CONTRACT SPECIFIC DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, Third Edition (2015), the following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

C1.7

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 1: Data Provided by The Employer

Clause	Contract Data
1.1.1.3	Delete the contents of the clause and insert the following: “Certificate of Completion” means the certificate issued by the Employer’s Agent stating the date on which completion of the Works was achieved. Certificates of Completion will not be issued for portions or phases of the Works.
1.1.1.13	Add the following to the end of this definition: The Defects Liability Period for the Works shall be 12months.
1.1.1.14	Add the following to the end of this definition: This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for achieving Practical Completion, including the 28 days allowance for finalization of documentation in terms of Clause 5.3.2 and Clause 5.3.3, is 180 days.
1.1.1.15	Add the following to the end of this definition: The Name of the Employer is Emalahleni Local Municipality
1.2.1.2	The address of the Employer is: First floor, Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, eMalahleni 1035 Telephone: 013 690 6300 Facsimile: 013 690 6207
1.1.1.16	Add the following to the end of this definition:
1.2.1.2	The name of the Employer’s Agent is Amantle Consulting Engineers The address of the Employer’s Agent is: 71 Mopane Street Birdwood Estate Hartbeespoortdam 0216 Telephone: 012 006 5055 Facsimile: 086 513 6518
1.1.1.26	The pricing strategy is Fixed Price Contract.
1.1.1.35	Add the following new definition: “Construction Work Permit” means a statutory permit as defined in relevant legislation, and where required for the Works, to be provided to the Contractor by the Employer before commencement of the Works.”
1.1.1.3	Delete the contents of the clause and insert the following: “Certificate of Completion” means the certificate issued by the Employer’s Agent stating the date on which completion of the Works was achieved. Certificates of Completion will not be issued for portions or phases of the Works.
1.2.1	Add the following to the clause: 1.2.1.3 Electronic email or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor’s address and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service or messenger and signed for by the recipient or his

C1.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	representative.
3.2.3	<p>Delete the contents of the clause and insert the following:</p> <p>The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R100 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.2.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Employer's Agent request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the Commencement Date.</p>
4.3.4	<p>Add the following new clause:</p> <p>Contractor's Liability as Mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>

C1.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.3.5	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.6	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
5.1.1	<p>Add the following to the clause:</p> <p>The Works shall be completed within the timeframe stated in clause 1.1.1.14</p>
5.2.1	<p>Add the following to the clause:</p> <p>The Contractor shall commence executing the Works within 14 days from the Commencement Date.</p>
5.3.1	<p>Add the following to the clause:</p> <p>The documentation required to be submitted by the Contractor to the Employer's Agent before commencement with Works Execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3.3) • Initial programme (Refer to Clause 5.6) • A detailed cashflow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Scope of Work (duties), for the design of Temporary Works, as contained in the Professional Services Agreement between the Contractor, and a professionally-registered Professional Services Provider, plus proof of the Professional Services Provider's professional registration. • Bill of Quantities as evidence that adequate provision has been made for the cost of Health and Safety in the Contract. • Certificates of Competence, Schedule of Activities and Relevant Appointments as evidence that the Contractor has necessary competencies for construction work safety. • Valid Letter(s) of Good Standing. • Signed Form of Offer and Acceptance of this Contract and the signed Confirmation of Receipt as the written appointment of the Contractor by the Employer. • All other documents if applicable for the application of a Construction Work Permit <p>The documentation required to be submitted by the Employer's Agent to the Contractor before commencement with Works Execution are (if applicable):</p> <ul style="list-style-type: none"> • Statutory Construction Work Permit (Refer to Clause 1.3.2, in accordance with Regulation 3(1) and 3(2) of the Construction Regulations 2014, as amended)."
5.3.2	<p>Add the following to the clause:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.3.3	<p>Replace both periods of "7 days" in Clause 5.3.3 with "14 days".</p>
5.3.4	<p>Add the following new subclause 5.3.4:</p> <p>"Notwithstanding anything stipulated to the contrary in these Conditions, the Contractor shall not be entitled to any claim or extension of time arising from any delay in obtaining a Construction Work Permit which has been duly applied for, unless such delay exceeds 84 consecutive days."</p>

C1.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.4.2	<p>Add the following to the clause:</p> <p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works and/or Site Information.</p>
5.5.1	<p>Add the following to the clause:</p> <p>The Works shall be completed within the timeframe stated by the contractor at tender stage.</p>
5.6.1	<p>Add the following to the clause:</p> <p>The Contractor shall deliver his programme of work within 14 days from the Commencement Date.</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Works, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Scope of Works and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.7.1	<p>Delete the last paragraph of the clause and replace with the following:</p> <p>No instruction by the Employer's Agent to the Contractor to improve his rate of progress in this regard will qualify for additional compensation, unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.</p>
5.8.1	<p>Add the following to the clause:</p> <p>The special non-working days are the official builder's holiday plus all statutory public holidays.</p> <p>The year-end break, unless specified differently by the Bargaining Council for the Civil Engineering Industry (BCCEI), shall be taken to commence on second Friday of December and ends on Monday of second week of January every year.</p>
5.12.5	<p>Add the following new clause:</p> <p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals ...10... days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for Practical Completion of the Contract in the event of abnormal rainfall shall only be allowed in accordance with the following formula. No additional extension of Time for Practical Completion caused by abnormal climatic conditions will be allowed, irrespective of the cause thereof or the effect it may have on the execution of the Works:</p> $V = (Nw - Nn) + (Rw - Rn)/20$ <p>Where:</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>Rw = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>Nn = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>Rn = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p>

C1.11



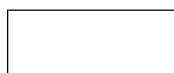
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n , then V shall be taken as being equal to minus N_n . The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.

The rainfall records applicable to this Contract are those recorded at Weather Station of Emalahleni. The following values of N_n and R_n shall apply:

Month	R_n (mm)	N_n (days)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		
Total		

5.13.

Delete the contents of the clause and insert the following:

5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.

The penalty for delay shall be R5 000.00 per day.

5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:

5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or

C1.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor); then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent of the Employer to act in terms of Clause 9.2.</p>
5.13.3	<p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> • fail to execute such portions of the Works, or any parts thereof, utilizing labour intensive construction methods strictly in accordance with the provisions of the Contract; or • utilize in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or • utilize in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract. <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
.16.3	<p>Add the following to the clause:</p> <p>The latent defect period is 10 years after the issue of the Final Approval Certificate.</p>
6.2.1	<p>Add the following to the clause:</p> <p>The liability of the guarantee shall be 10%.</p>
6.2.2	<p>Delete the contents of the clause and insert the following:</p> <p>If the Contractor fails to select the security to be provided, or if the Contractor fails to provide the selected security within the time period stated in Clause 5.3.2, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of a Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2.</p>

C1.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.2.3	<p>Delete the contents of the clause and insert the following:</p> <p>If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable until the Certificate of Completion is issued. A fixed expiry date performance guarantee will not be accepted.</p> <p>The performance guarantee shall be provided by a Bank or Insurance Company approved by the Employer. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro forma attached as Annexure A to the Contract Data. No alterations or amendments of the wording of the pro forma will be accepted.</p>
6.8.2	The application of a Contract Price Adjustment factor <u>will not apply</u> to this Contract. Refer to Contract Price Adjustment Schedule for details (if CPA is applicable).
6.8.3	Price Adjustments for variations in the cost of special materials will allowed. The Contractor will be required to provide full details in Part 2 of the Contract Data.
6.8.4	In line 8 delete the words "between the Employer and the Contractor".
6.10.1.5	<p>Add the following to the clause:</p> <p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p>
6.10.3	<p>Add the following to the clause:</p> <p>The limit of retention money is 10 % of the contract value.</p>
6.10.4	In line 4 delete the word "said" and insert the word "correct".
6.11.1.3	Delete "15 per cent" and replace it with "25 per cent".
8.6.1.1.2	<p>Add the following to the clause:</p> <p>The value of the materials supplied by the Employer to be included in the insurance sum is nil.</p>
8.6.1.1.3	<p>Add the following to the clause:</p> <p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.</p>
8.6.1.3	The limit of indemnity for liability insurance is R5 000 000.00 per event, the number of events being unlimited.
10.5.3	The number of Adjudication Board Members to be appointed is One (1)

C1.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.1	<p>The application of a Contract Price Adjustment factor will apply to this Contract. The adjustment should be inline with the implementation of the different phases. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below;</p> <p>X=0,15 a=[a] b=[b] c=[c] d=[d]</p>
1.2	<p>The following definitions of the relevant indices shall apply to this Contract:</p> <p>"L" is the "Labour Index" and shall be the Consumer Price Index CPI for the province of Mpumalanga, as published by Statistics South Africa in the Statistical Release, P0141 , Table A - Consumer Price Index: , Additional Tables: Table 14 "CPI – all items, according to area".</p> <p>"P" is the "Plant Index" and shall be the "Plant and Equipment" indices, as published by Statistics South Africa in the Statistical Release, P0151.1 Table 4 - Mining and construction plant and equipment price index.</p> <p>"M" is the "Materials Index" and shall be the "Civil engineering material- total" as published by Statistics South Africa in the Statistical Release, P0151.1 Table 6 - Civil engineering material price indices.</p> <p>"F" is the "Fuel Index" and shall be the "Diesel" indices as published by Statistics South Africa in the Statistical Release, P0142.1, Table 1 - PPI for final manufactured goods; Coke, petroleum, chemical, rubber and plastic products.</p>
1.3	The base month shall be the month before the close of tender.

C1.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 2: Data provided by the Contractor

Clause	Contract Data						
1.1.1.9	The name of the Contractor is: 						
1.2.1.2	The address of the Contractor is: 						
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1" style="width: 100%; margin-top: 10px; border-collapse: collapse;"> <thead> <tr style="background-color: #d3d3d3;"> <th style="width: 70%;">Type of Security</th> <th style="width: 30%;">Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><i>Cash deposit of 10% of the Contract Sum (Incl. VAT) plus retention of 10% of the value of the Works (Incl. VAT).</i></td> <td style="height: 40px;"></td> </tr> <tr> <td style="padding: 5px;"><i>Performance guarantee of 10% of the Contract Sum (Incl. VAT) plus retention of 10% of the value of the Works (Incl. VAT).</i></td> <td style="height: 40px;"></td> </tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	<i>Cash deposit of 10% of the Contract Sum (Incl. VAT) plus retention of 10% of the value of the Works (Incl. VAT).</i>		<i>Performance guarantee of 10% of the Contract Sum (Incl. VAT) plus retention of 10% of the value of the Works (Incl. VAT).</i>	
Type of Security	Contractor's choice. Indicate "Yes" or "No"						
<i>Cash deposit of 10% of the Contract Sum (Incl. VAT) plus retention of 10% of the value of the Works (Incl. VAT).</i>							
<i>Performance guarantee of 10% of the Contract Sum (Incl. VAT) plus retention of 10% of the value of the Works (Incl. VAT).</i>							

C1.16

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.8.3	The variation in cost of special materials is:		
	Special Material	Method	Price for Base Month

C1.17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works (2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

Clause	Data
1.1.1.9	The Contractor is: Name:
1.2.1.2	The Address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: E-mail:
6.5.1.2.3	The percentage allowance to cover overhead charges is

C1.18

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 FORM OF GUARANTEE

PERFORMANCE GUARANTEE

Tender No: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee: (*Insert Variable or Fixed*)

"Expiry Date" means: (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

C1.19

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. VARIABLE PERFORMANCE GUARANTEE

- 1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:
- 1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:
R.....
(Amount in words)
- 1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:
R.....
(Amount in words)
- 1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

C2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the SABS/SANS 1200 sections.
2. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. For the purpose of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:

C2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Unit: The unit of measurement for each item of work as defined in the SABS/SANS 1200.

C2.1.2

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Quantity: The number of units of work for each item.
 Rate: The agreed payment per unit of measurement.
 Amount: The product of the quantity and the agreed rate for an item.
 Lump sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. 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 these Bills of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bills of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The payment reference numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the SABS/SANS 1200.
13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letter L in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letter L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
14. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

C2.1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NOTE: Nominated sub-contractors will be proposed by the client pending a sub-contractor tender phase. No additional sub-contracting will be allowed after tender closure.

The rates provided by the sub-contractors are not final rates but will be negotiated and averaged before awarding the contracts to the successful bidders.

After appointment, the contractor will need to supply the client with an agreement/contract between the contractor and sub-contractor. The agreement will solely be between the contractor and sub-contractor. Disputes will be mediated by the engineer and conditions of contract will be based on GCC 2015. Non-performance of sub-contractor to be communicated to the engineer timeously to ensure quick dispute resolution.

C2.1.4

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

C2.2 BILL OF QUANTITIES

A	PRELIMINARY AND GENERAL				
ITEM	DESCRIPTION	UNIT	QTY	RATE/ RAND	TOTAL RAND
1	General				
1.1	Allow for complying with all special preliminary and general conditions of contract and labour requirements for attending all inspections and site meetings and for providing all works and services for which no specific items are listed in the schedule of quantities.	Sum	1		
2	Site Establishment				
2.1	Allow for site establishment for providing and erecting a site office, all associated services and for storage of plant materials and equipment including protection thereof. The office shall be compliant with the OSH Act and Construction Regulations.	Sum	1		

C2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3	Permits and Notices				
3.1	Allow for obtaining all necessary permits and giving of notices and cooperation with other trades.	Sum	1		
4	Test and Commissioning				
4.1	Supply all test equipment and labour for testing, commissioning and adjustments of the final installation as well as being in attendance and giving assistance for any inspection and test the engineer may call for.	Sum	1		
5	Drawings (as built)				
5.1	Allow for making up a full set of drawings to show the correct position of masts, foundations, headgear, luminaries, etc which should be handed to the Engineer.	Sum	1		
6	Transport Allow for the transportation of all material and equipment to site. - Mast measured in the bill of materials.	Sum	1		
7	Any additional item(s) that the tender wishes to detail and price to complete the contract. Specify in covering letter	Sum	1		
8	Allow for community liaison officer during the duration of the contract at R9 000.00 per month.	Sum	1		
9	Allow for Compliance with the OSHAct, Construction Regulations of 2014, and the Covid19 protocols.	Sum	1		
10	Allow for PSC (Project Steering Committee) meeting sittings during the duration of the contract at R500.00 per	Sum	1		

C2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	meeting.				
11	The Contractor shall supply the project signboard as per Municipal standard, erect on site and maintain throughout the construction duration. Allow for removal of such upon completion of construction.	Sum	1		
	Sub-Total A: Preliminary and General				

B	MATERIAL AND LABOUR						
ITEM							
1	SETTING OUT OF WORK	UNIT	QTY	MATERIAL RATE	LABOUR RATE	MATERIAL TOTAL	LABOUR TOTAL
1.1	Checking of surveyor's pegs, bench marks etc. and marking out cable route and positions of equipment in conjunction with the electrical consultant.	sum	10				
2	HIGH MAST METERING	UNIT	QTY	MATERIAL RATE	LABOUR RATE	MATERIAL TOTAL	LABOUR TOTAL
2.1	Three Phase Electronics Power consumption metering shall be supplied and installed next to the Distribution board, inside the base of the mast housing the appropriate electrical control equipments	Lot	10				
3	'LOW VOLTAGE CABLES	UNIT	QTY	MATERIAL RATE	LABOUR RATE	MATERIAL TOTAL	LABOUR TOTAL
	PVC/SWA, Cu cables installed in 'trenches, through sleeves or strapped to 'poles, excluding trenching, joints or 'terminations.						
3.1	16mm ² 4 core PVC/SWA copper cables	m	1100				
4	L.T. CABLE TERMINATIONS	UNIT	QTY	MATERIAL RATE	LABOUR RATE	MATERIAL TOTAL	LABOUR TOTAL
	For PVC/SWA copper cables termination						

C2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

C2.2 Bill of Quantities

	including 'glands, shrouds, lugs, clamps and connections.						
4.1	For 16mm ² 4 core PVC/SWA copper cables	ea	51				
5	BARE COPPER EARTH WIRE	UNIT	QTY	MATERIAL RATE	LABOUR RATE	MATERIAL TOTAL	LABOUR TOTAL
	Supply, delivery and installation in 'trenches, through sleeves including 'joints and/or terminations but excluding 'the trenching or sleeves.						
5.1	10mm ² Stranded bare copper conductor.	m	1100				
6	EXCAVATIONS	UNIT	QTY	MATERIAL RATE	LABOUR RATE	MATERIAL TOTAL	LABOUR TOTAL
	Excavation, backfilling and compaction 'of cable trenches '(0,45m wide x 0,9m deep) 'Cable will be installed 1m from stand boundary						
6.1	Hard rock (5% Allowed for)	cub.m	30			Labour rates only	
6.2	Soft rock (5% Allowed for)	cub.m	30			Labour rates only	
6.3	Soil (90% Allowed for)	cub.m	539			Labour rates only	
6.4	Supply and install sifted bedding sand (length x 0.45 x 0.3)	cub.m	200				
6.5	Backfill and Compaction of Trenches '(l x 0.45) For cable trenches	cub.m	666			Labour rates only	
7	POLE BOXES	UNIT	QTY	MATERIAL RATE	LABOUR RATE	MATERIAL TOTAL	LABOUR TOTAL
7.1	Supply, delivery and installation of Steel (3CR12) 'pole top boxes include 3 phase 60A circuit 'breakers, '1,5m x 4 x 16mm ² PVC copper conductors 'and connecting to OH ABC	ea	10				
8	HIGH MAST LIGHTING	UNIT	QTY	MATERIAL RATE	LABOUR RATE	MATERIAL TOTAL	LABOUR TOTAL
	Supply, delivery and installation of 'the following equipment for						

C2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

C2.2 Bill of Quantities

	the area 'light installation, complete with all 'bolts, nuts, washers, wiring, etc. 'to ensure the 100% 'working of the installation.						
8.1	30m High mast pole structure to SABS 763 'as specified complete with head frame 'and lighting carriage and complete with 'hoist cables and including Electrical 'Trailing cables, earthing of masts, wiring 'of luminaires, grouting etc. but excluding 'luminaires	ea.	10				
8.2	216W LED FL luminaires suitable for high masts, same or similar to OMNIstar-md 64/216N5188A1G/SU, with surge protection	ea.	80				
8.3	Electrical Distribution Board complete as specified	ea.	10				
8.8	Hydraulic power tool (fitted with 3 meter lead and forward and/reverse dead man's switch to start and stop the motor)	ea.	1				
8.9	Single drum Winch (to be used with electric power tool, Item)	ea.	1				
8.10	Test lead to test lights when in the 'lowered position for maintenance purposes (3meter)	ea.	1				
9	EXCAVATION AND 'EARTH MAT	UNIT	QTY	MATERIAL RATE	LABOUR RATE	MATERIAL TOTAL	LABOUR TOTAL
	Excavation, backfilling and compaction of 'high mast foundation (Including Cub test 'and Employer's Agents Certificate)						
9.1	High Mast foundation including reinforcing 'steel required (25MPA), DCP test and Test cube results also included	ea	10				
9.2	Alternatively If required - High Mast foundation 'needs to be reinforced with steel	ea	Rate Only				

C2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

C2.2 Bill of Quantities

	and with a '50MPA will be required						
9.3	Supply, delivery and Installation of Earth mat as 'specified. SABS Approved design for the 'earthing arrangement and civil design shall be submitted to 'the office of the Employer's Agent for acceptance before execution. This shall be accompanied with a professional certificate issued by ECSA registered structural or civil professional. (in terms of the Professional Engineering Act of 2000)	ea	10				
9.4	Determine soil resistivity before and after the installation of the earth mat.	ea	10				
10	SUNDRIES AND ELECTRICAL CONNECTION	UNIT	QTY	MATERIAL RATE	LABOUR RATE	MATERIAL TOTAL	LABOUR TOTAL
10.1	Test and Commissioning - Electrical certificate of compliance (One per mast)	ea	10				
10.2	Certificate that the mast delivered is the same as this offer. (One per mast)	ea	10				
10.3	High mast numbering (A3 Size reflective sticker)	ea	10				
10.4	As-built layout complete with Datasheet and GPS co-ordinates of each Structure	ea	10				
10.5	Allowance of PC amount of R100 000.00 for Survey and Geotechnical Tests to be used by an Employer's Agent as and when required	sum	1				
10.6	Profit on above%	%					
10.7	Allowance of PC amount for R300 000.00 Low Voltage network extensions and alterations by Emalahleni	sum	1				

C2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

C2.2 Bill of Quantities

	municipality area approved Contractor						
10.8	Profit on above%	%					
	Sub-Total B: Material and Labour						

C2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EMALAHLENI LOCAL MUNICIPALITY**TENDER NO: ELM 20/2022****INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN
THE GREATER EMALAHLENI****SUMMARY OF BILL OF QUANTITIES**

SCHEDULE	DESCRIPTION	TENDERED AMOUNT (VAT Inclusive)
1	Sub-total A: Preliminary and General	
2	Sub-total B Material and Labour	
3		
4		
5		
TOTAL AMOUNT OF TENDER CARRIED TO FORM OF OFFER AND ACCEPTANCE		

C2.2.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

C3 SCOPE OF WORK

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work (2015) (3rd edition) are applicable.

C 3.1 DESCRIPTIONS OF WORKS

C3.1.1 Project Purpose

Installation of Community Lighting in the Greater Emalahleni.

C3.1.2 Overview of the Works

This work includes the design, supply, delivery to site, off-loading, erection, installation, commissioning, testing, and handing over of high mast lighting structures, including floodlight luminaries, in GREATER EMALAHLENI. The scope covers High Mast lights to be installed in various communities' areas around Greater Emalahleni.

Project Scope of Work will specifically include the following:

- Geotechnical studies of proposed sites and issuing of soil test results
- Design, preparation and cast of appropriate foundations
- Design, supply, delivery to site, off-loading, erection, installation, commissioning, testing, and handing over in full working order a 30 meter high mast pole complete with Luminaries and control panel as specified
- Do electrical connections to the installation from the Municipal Point of supply
- Test and commissioning of the high mast lighting installation
- Certification of the installations according to SANS10142-1 (issue the certificate of compliance)

C3.2

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

C3.1.3 Extent of the Works

The major items of work to be executed by the Contractor are as follows:

a) General

- i) Erecting of construction board, position to be confirmed with Local Authority.
- ii) Get all the Contractual requirements in order.
- iii) Allocate all the material and plant to be utilized in the project.
- iv) Arrange the Health and Safety Officer, Health and Safety plan and Risk assessment for the project.
- v) Establishment of Contractor's camp and the moving of plant to the Site.
- vi) Provide accredited training to labourers as per client's requirements.

b) Project specific

Detailed scope of work as follows:

(i) Design Parameters

The masts offered shall give an overall flood light mounting height of 30m.

The cross-section and wall thickness of the mast must be determined on the basis of the working loads:

The minimum illumination at a distance of 150-metres from a single mast shall be 0.5 lux.

The complete system shall be manufactured and finished to afford a maintenance free lifespan and materials shall be chosen to prevent wear, fatigue and corrosion.

It should be noted that the Design Engineer has the final decision in the design to ensure the design meets client's requirements and standards including the optimal light coverage to a specific number of households.

(ii) Method of Supply

The High Mast Lights will be supplied through Municipality LV network. The application for supply will be done during the Construction stage. Upon the Municipality extending their supply points to the lights, then 16mm², 4-Core 600/100 PVC SWA PVC, cables will be used to connect the lights to the supply point and energize the lights. A 10mm² bare earth conductor shall be used as earth. Alternative supply shall be 25mm² ABC Stringing on existing distribution poles.

(iii) Specifications

✓ **Construction**

The masts shall be constructed from conical section which, when assembled will form a tapered column circular cross-section. There shall be no fillet welds of the overlaps. The section shall be joined by friction fit only.

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

All welding shall confirm to SABS Spec. 044 Part 3 Grade B and shall be carried out by SABS coded welder only. Proof that all welders have been tested by the SABS must be submitted on request. Inspection and acceptance certificates shall be furnished on request.

The steel used in the manufacture of the mast have an ultimate tensile strength of between 450 and 500Mpa.

✓ **Dimensions**

The masts offered shall give an overall floodlight mounting height of 30m.

The cross-section and wall thickness of the mast is determined on the basis of the working loads.

C3.3



Contractor



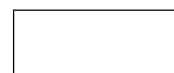
Witness 1



Witness 2



Employer



Witness 1



Witness 2

✓ Working Loads

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

The masts shall be designed in accordance with the SANS 10225 Code of practice for the design and construction of lighting masts. The following site factors shall be considered.

Designed wind speed = 40m/s

Class of structure = B

Category of terrain = 2.5

Altitude = 1000M

The mast shall carry at its top 8-400W equivalent LED Floodlights evenly around its circumference i.e. 8 of 216W LED floodlights.

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

Masts are to be installed by approved contractor to ensure guarantee.

✓ UV Protection Fibre Glass Canopy

Each mast shall have an UV protected fibre glass canopy that will cover all electrical material on top of the mast against UV light. This will be of the round design to match with the mast and reducing the wind load that is applied to the mast

✓ Raising and Lowering Device

Each mast shall be equipped with a **three-point hoisting mechanism**, consisting of three 6mm diameter stainless steel wire ropes, running over three pairs of Aluminum pulleys on the head frame of the mast running on shafts manufactured from Stainless steel and the bearing/housing plate manufactured from UV protected UHDPPE. All split pins, bolts, nuts and washers shall be of stainless steel. Pulley shafts shall be positively prevented from rotating in their housings. **2 – Rope systems shall not be considered.**

The luminaire carriage shall be drawn against three inverted cones to ensure level positioning of the fittings in the operating position. The hoisting ropes, which will remain under tension at all times, shall terminate inside the mast on a clevis plate, to which the rope of the hoisting unit can be connected or to which, when in the raised position, the locking device can be attached. The locking device shall be secured to a structurally sound member of the mast base. The other ends of the hoisting ropes shall be firmly secured to the luminaire carriage. Rope ends shall not be secured by Crosby clamps and only "Talurit" type ferrules of compatible material shall be used. In addition, safety chain shall be provided between the clevis plate and a structurally sound member of the mast base.

All fasteners connected with the raising and lowering device shall be secured by Nylok type nuts or stainless steel split pins.

✓ Hoisting Unit

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

C3.4



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

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

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

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

✓ **Hydraulic Power tool**

A Hydraulic power tool is required to drive the single drum winch and must have the following specifications: A 1.5-kiloWatt single-phase electrical motor running at 1440 rpm. A Hydraulic motor with variable speed ranging between 214 rpm and 268 rpm with a pump delivery of 5.5 L/min.

✓ **Access Opening**

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

A doorframe shall reinforce the opening in the mast.

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

✓ **Corrosion Protection**

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

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

✓ **High Mast Distribution Board**

A mast distribution board shall be in the base of each mast. The distribution board shall be equipped with a bypass switch for testing.

The distribution lid must be designed such the padlock is hidden so that it is not easy to break it.

✓ **Electrical Connections to the Luminaires**

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

The trailing cable shall be firmly connected to the luminaires carriage at its one end and the cleaves plate at the other end. Suitable connectors of the CEE or connectors meeting IP 55 within DIN 40-050 shall be provided.

A fully enclosed distribution board shall be provided for each mast containing:

1-3 pole isolator (main switch)

3-single pole MCB's (light)

1-single phase switch socket outlet for the use of a power tool

1-two pole earth leakage unit protection the single-phase outlet

1-5 pin CEE socket

1-photo control cell

1-adequately rated contractor

1-single pole MCB acting by-pass switch

1-single pole MCB protecting the contractor

All circuit breakers and isolators shall have a rupturing capacity of 5kA and shall bear the mark of the

C3.5



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

SABS.

All equipment shall be clearly marked with engraved labels. No stick-on embossed tape shall be used. The distribution board shall be fully wired and ready for connection to the incoming supply cable. A certificate must be provided for the construction of the mast, and a certificate of compliance must be issued for the electrical part.

Lights shall be switched by means of day-light switch**✓ Mast Position**

The position of the mast will be indicated on site as well as the position where the supply for the masts will be obtained. Mast position will be indicated by the Engineer and the municipal officials before the foundations are constructed.

✓ Cabling

- The supply cable to each mast shall be 16mm² 4core 600/100 PVC SWA PVC cable with copper conductor and a 10mm² bare earth wire. The position where supply must be taken shall be indicated on site.
- The alternative supply shall be 25mm² ABC Stringing on existing distribution poles.

✓ Earthing and Lighting Protection

Each mast shall be equipped with a lighting conductor in the form of galvanized steel rod screwed into the top mast head cover.

The minimum dimensions of the conductor shall be 12mm diameter and 600mm long.

The actual length of the conductor shall be adequate to afford a zone of protection to the luminaire's carriage and ancillary equipment by an imaginary line drawn from the top of the rod at an angle not exceeding 45 deg from the downward vertical.

The earth termination shall be effective by an earth rod.

Tenderers shall allow a length of 3 meters of rod mast. Should this length be insufficient to obtain the earth resistance specified, then further lengths will be paid for at the relevant rate.

Rods shall be driven into the ground in a professional manner to ensure that no unnecessary vibrations are set up. The manufacturer's recommended rod-driving practice shall be closely followed.

✓ Luminaires details

8x400W equivalent LED Floodlights evenly around its circumference.

The luminaires shall be designed to operate 250/ 400/ 1000 Watts – LED lights.

For future down grade the design must be able to operate 250/400/1000Watt mercury vapour, 150/250/400/1000 Watt, high pressure sodium and 250/ 400/ 1000 Watt metal halide lamps.

The luminaires shall bear the SABS 1279 mark and SABS 1464 safety mark.

The luminaires shall have a degree of protection that complies with SABS 1222, i.e. Lamp compartment

: IP65

Control gear compartment : IP65

The IP rating shall be certified by a SABS test report.

The lamp housing consist of two high-pressure die cast aluminium side plates that control the shape of the preformed back reflectors by four extruded aluminium stay bars.

The reflector system shall be manufactured from 99.98% super-pure anodized aluminium and shall consist of the back reflector and two side reflectors. It shall be designed in such a manner that maximum control, intensity and uniform shall be achieved. The lamina shall be held available in a symmetrical narrow, medium, wide and extra wide beam distribution and Asymmetrical beam distribution shall be available upon request.

Lamps shall be facilitated from the side by high pressure die cast aluminium lamp holder housing that support the E40 porcelain lamp holder, suitable for the 5kV superposed ignite pulse. The lamp holder, be sealed with a one-piece silicon gasket and shall be held to the floodlight with two stainless steel screws. These screws shall be located and the lamp holder housing in a positive secure manner. The finger grip on the lamp holder housing shall be able to be used for visual aiming.

C3.6



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The front glass shall be heat and impact resistance, be held to the lamp housing by at least four stainless steel clamps and sealed by a molded heat resistance silicon sponge gasket.

The control gear compartment shall be manufacture from high-pressure die cast aluminium for good heat dissipation. It shall consist of a lid and body that seals the control gear compartment to an IP65 ingress protection rating when closed. The lid shall be held captive by a removable wishbone spring when opened. The control gear compartment shall be an integral part of the laminar but shall be supplied remote in the 1kW version.

The lamp holder shall comply with 8011, be rated to with stand 250°C and shall prevent loosening of the lamp caused by vibrations.

The control gear shall be incorporated inside the separate control gear compartment and be mounted on a removable gear tray. It shall be suitable for operation with the specified rating of the lamp on a 230V + 3% / 10% 50HZ single phase system. All internal wiring shall be Teflon coated with protective sleeving to prevent damage by possible abrasion. All screws, bolts and metals shall be stainless steel or of non-corrosive material. Mains connections shall be power fact to corrected minimum of 0.85.

The stirrup shall be manufactured from 5 x 40mm hot galvanized steel. Holes shall be provided for mounting purposes. The luminaries shall be able to with stand ambient temperatures of at least 45°C, without resulting in any electrical `` mechanical component exceeding its maximum allowed operation temperature. A certificate for the above requirement must be provided for the luminaries.

✓ **Foundations**

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

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

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

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

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

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

Foundations are to be done by approved contractor to ensure guarantee

✓ **Earthing of Mast**

Earthing standard system consisting of 2 x 1.2m earth spikes, installed under foundation and connected to foundation bolts via 70mm² copper conductors with brass clamps.

C3.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.3 Location of the WorksLocation of project and coordinates

Ward	Suburb/Village/Area	No. of Lights	GPS Coordinates
29	Empumelelweni, taxi rank, high mast-1	1	25°51'16.3"S; 29°05'38.8"E
15	Klarinet	1	25°50'03.6"S; 29°12'47.4"E
12	Siyangoba, High mast-1	1	25°48'26.2"S; 29°10'55.9"E
12	Siyangoba, High mast-2	1	25°48'23.1"S; 29°11'04.0"E
12	Siyangoba, High mast-3	1	25°48'37.0"S; 29°10'39.5"E
26	Ga-Nala, Extension 10, David street	1	26°15'54.7"S; 29°15'02.0"E
30	Ogies, Extension 3	1	26°00'01.6"S; 29°02'26.1"E
31	Ogies, Phola, Tycoon, Zone2	1	26°00'12.2"S; 29°02'05.5"E
17	Schoongezicht1	1	To be advised
2	Kwa Guqa 132kV Substation	1	To be advised

C3.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.4 Change in works

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

C3.2 **ENGINEERING**

C3.2.1 Design services and activity matrix

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors	Client
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

C3.2.2 Drawings

A full set of drawings will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as- built information has been received.

C3.3 **PROCUREMENT**

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Emalahleni Local Municipality and The Standard Conditions of Tender as contained in Annexure F of the September 2005 edition of the CIDB Standard for Uniformity in Construction Procurement.

The preferential procurement of subcontracting 30% of the total contract amount to local subcontractors should be adhered to ensure compliance with the contract.

C3.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 SUB-CONTRACTING

Nominated sub-contractors will be proposed by the client pending a sub-contractor tender phase. No additional sub-contracting will be allowed after tender closure.

The rates provided by the sub-contractors are not final rates but will be negotiated and averaged before awarding the contracts to the successful bidders.

After appointment the contractor will need to supply the client with an agreement/contract between the contractor and sub-contractor. The agreement will solely be between the contractor and sub-contractor. Disputes will be mediated by the engineer and conditions of contract will be based on GCC 2015. Non-performance of sub-contractor to be communicated to the engineer timeously to ensure quick dispute resolution.

C3.5 CONSTRUCTION

C3.5.1 Work Specifications

Although not bound in nor issued with this document, the following standardised specifications will form part of the contract document:

SABS/SANS 1200.

C3.5.2 Plant and materials

All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

C3.5.3 Construction Equipment

All equipment on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

C 3.5.4 Existing Services

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

C3.10

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractor's negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

C3.5.5 Site Establishment

- Source of Water Supply

Water is available from the existing water network. The Contractor is to arrange with the Local Authority for a connection point. The Contractor will be responsible for the costs of the connection as well as the use of water for construction purposes. The Contractor's attention is drawn to the fact that the potable water supply is erratic in this area. Under no circumstances may potable water be used for construction, unless written permission is granted by the Engineer.

- Sources of power supply

Electricity is available from the existing network. The Contractor is to arrange with the Local Authority for a connection. The Contractor will be responsible for the costs of electricity consumed as well as the connection costs.

- Location of camp and depot

The Contractor's camp is to be located on a site acceptable to Emalahleni Local Municipality. Written approval needs to be obtained from Emalahleni Local Municipality. No workers will be permitted to live in this camp.

- Sanitary facilities

The Contractor is to provide the necessary sanitary facilities at his camp, all of which will be governed by the requirements of the Local Authority. The contractor shall pay all sanitary fees and charges due.

It is not required that specific sanitary facilities be provided for the Engineer, and the facilities for the Contractor will be shared by both parties. The facilities are, however, to be kept in a clean and hygienic condition, to the satisfaction of the Engineer. All sanitary facilities are to conform to the by-laws of the Local Authority.

- Temporary offices

The Contractor is not required to provide any specific office space for the Engineers, but the Contractors' offices shall have adequate space and facilities for the holding of site meetings, and for the Engineer to perform administrative functions on an ad hoc basis.

C3.11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

▪ Name Boards

One name board shall be provided at the position as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

▪ Survey assistant and equipment

The Contractor will not be required to make any survey equipment available specifically for the use of the Engineer. The Contractor will however make 2 survey assistants available to the Engineer as and when required, as well as the theodolite and/or level plus accessories

C3.5.6 Site Usage

▪ Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual, and in strict accordance with the requirements of the Protective Services of the Local Municipality.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

▪ Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

▪ Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

C3.12

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

▪ Access to individual erven

Access to all public and private property must be maintained at all times. Where trenches cross the access point to any property, the Contractor is to arrange for adequate and safe vehicular and pedestrian crossings over the trenches.

The Engineer must approve the method of providing access before any excavation commences.

▪ Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
- (e) have received appropriate training and been certified competent and been authorised to operate such machinery; and
- (f) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (g) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (h) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include
- (i) guardrails and crash barriers;
- (j) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (k) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
- (l) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (m) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (n) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (o) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (p) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;

C3.13

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

- (q) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (r) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (s) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

3.5.7 Permits and Way leaves

To be arranged with the relevant authorities.

3.6 **MANAGEMENT**

C3.6.1 Management of the Works

- Setting out of the works

Generally, the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

- Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working.

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

- (i) Adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

C3.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

▪ Inspection by Engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

▪ Employment of local labour

It is a specific criterion of this project that should as far as possible adhere to RDP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the Emalahleni Local Municipal area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The Contractor's attention is drawn to the standard rates specification (*Civil Engineering Industry Minimum Wage rates per hour; as per Government Notice R1202, 16 October 2015.*) found on the SAFSEC website at www.safcec.org.za. These standard rates should be implemented for payment of all employees of the Contractor.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- ✓ The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- ✓ Provision is specifically made for it in the Contract; or
- ✓ Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

▪ Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be address accordingly and the Contractor will receive proper instructions with reference to this matter.

▪ Communication

The Employer's Agent representative on this project will be:
Gabriel Khosa; Contact No: 065 828 3253

The contact person for the Employer is:
Ms Z Moroku; Contact No:013 690 6497

C3.15

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

▪ Daily Records

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

▪ Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- ✓ Wages and conditions of work; and
- ✓ Safety

▪ Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

▪ Clearance of site

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

C3.16

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EPWP labour intensive specification

Labour intensive competencies of supervisors and management staff

Contractors having a CIDB contractor grading designation of 5 CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the full duration of the contract, 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 1CE, 2CE, 3CE and 4CE 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 full duration of the contract 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 Stormwater Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater 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

C3.17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.7 **HEALTH AND SAFETY**

▪ Health & Safety Issues

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- ✓ That the Safety Plan is on site at all times
- ✓ That the Contractor's Safety file is on site at all times
- ✓ That the Safety Officer is on site at all times
- ✓ That Safety meetings are conducted as per the Safety Plan
- ✓ That employees are working under safe conditions
- ✓ That the public is not placed in danger
- ✓ That there is no harm to the environment

C3.8 **PROJECT SPECIFICATIONS**

C3.8.1 Work Specifications

a) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or Equivalent standard" and "BS or equivalent standard" respectively.

C3.18

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- b) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.
- c) Latest **Sabita Manual**, Manual 25 entitled "Quality Management in the Handling and Transport of Bituminous Binders".

PS 1 CONSTRUCTION PROGRAM

The successful Tenderer shall submit a program, within the time stated in the appendix to the General Conditions of Contract in consultation with the Engineer, showing the order of procedure and method in which he proposes to carry out the Works. This program shall reflect the completion time as stated in the Appendix to the Tender and the program shall include a bar chart to show the proposed scheduling and methods of execution of the works and the resources to be allocated to each item or phase of the work.

Quantities proposed for execution each month and the anticipated cash flow based upon these quantities should be shown, due allowance being made for price escalation and retention monies. This program will be used to monitor progress. The successful Tenderer will therefore be held responsible to complete the Works within the stipulated time.

PS 2 SITE FACILITIES AVAILABLE

PS 2.1 Water Supply

Water is available. The Contractor must make his own arrangements with the Local Municipality. Construction water might be a problem.

PS 2.2 Electrical Supply

Electricity is available. The Contractor must make his own arrangement in this regard.

PS 2.3 Location of Camp

The Contractor's camp is to be located on a site acceptable to the Local Municipality. No workmen will be permitted to live in this camp.

PS 3 SITE FACILITIES REQUIRED

PS 3.1 Sanitary Facilities

A water closet must be supplied for the use of the Engineer and separate facilities must be supplied for the use by the Contractor's personnel.

PS 3.2 Telephone

Not necessary for the Engineer. The Contractor shall make his own arrangements.

PS 4 LOCATION OF CONSTRUCTION CAMP

Access to site will be given to the successful entity once all the relevant documentation has been submitted. The camp site will be selected by the ELM (Client) together with the Ward Councillor.

C3.19

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS 5 SITE FACILITIES REQUIRED

PS 5.1 Laboratory Facilities

A laboratory is not required on Site, but the Contractor shall make arrangements for the testing of materials required in terms of the Contract as and when ordered by the Engineer or as required by the Project Specifications.

PS 5.2 Sanitary Facilities

The Contractor shall provide approved toilet facilities on site for all staff and shall remove the same on completion of the Contract and restore the site at his own cost and to the satisfaction of the Engineer.

PS 6 SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All suitable or surplus material shall be spoiled at sites to be indicated by the Engineer.

PS 7 SITE MEETINGS

Site meetings and/or site inspections will be held twice every month to evaluate the progress and to discuss matters pertaining to the Contract. The Contractor or his authorised representative shall attend such meetings on the site with a representative of the Employer and Engineer, at dates and times to be determined by the Employer.

PS 8 SAFETY OF WORKMEN

The safe conduct of the Works shall be a primary consideration, the entire Works shall be carried out in conformity with all the applicable statutory regulations, and requirements and Tenderers must price their Tenders accordingly.

The Contractor shall provide and maintain in readiness on the Site, all equipment, and materials necessary to render first aid in case of accidents or other emergencies. The Contractor shall also assign to the Works and designate for this purpose, trained employees who are able to render first aid.

PS 9 ABNORMAL RAINFALL

"It is anticipated that the Contractor will lose working time due to inclement weather over the duration of the contract period. The Contractor is to reconcile any delays, due to inclement weather or resulting conditions with the Engineers Representative within 7 days after incurring such delays. Should the total number of reconciled working days lost, over the duration of the Contract, exceed the anticipated number or working days lost as stipulated in the Appendix to Form of Tender, an extension of time for completion will be granted equal to the working days lost in excess of the anticipated number of days stipulated".

PS10 PROTECTION OF BEACONS

The Contractor shall take special precautions to protect any permanent beacon such as property beacons, reference beacons, height beacons, etc., irrespective of whether the referred to beacons were placed before or during the construction period.

Should any of these beacons be disturbed by the Contractor or any person in his employment or under his control the Contractor will at his own cost arrange for the re-establishment of the damaged or disturbed beacon by a registered land surveyor.

The relevant survey information and documentation shall be forwarded to the office of the Engineer for final approval and processing.

The Contractor's attention is drawn to clause 35(i) of the Survey Act No 9 of 1937 (as amended).

C3.20

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS11 SCALING FROM DRAWINGS

Only dimensions shown on the Drawings, or calculated there-from, may be used for the construction of the Works and no dimension may be scaled without the written instruction of the Engineer.

PS12 CONTRACTOR'S EMPLOYEES

The Contractor shall employ local labourers for the work under this contract and shall fully acquaint himself and comply with all local laws, statutes, and bylaws in this respect.

PS13 COST OF TEST SPECIMENS AND TESTS

It is deemed that the Contractor has made provision in his Tender for all such services and tests that are required from him. It is the duty of the Contractor to, at his own cost, and by means of the necessary tests, to prove to the Engineer that the Works and compaction prescribed, comply with the Specification.

PS14 EXAMINATION OF WORK BEFORE COVERING UP

The Contractor shall give the Engineer a reasonable time to accommodate examinations in his programme, in which case a time for inspection can be agreed upon.

PS15 NOTICE TO BE GIVEN

If the Engineer attends with the purpose of examining any part or materials of the Works at the time and date as agreed upon with the Contractor, and it is found that the Works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such a visit by the Engineer.

PS16 WORKMEN'S COMPENSATION

The Contractor shall provide proof, that he has paid all contributions required in terms of the provisions of the Workmen's Compensation Act (Act No. 30 of 1941, as amended), within 30 days of the Commencement Date.

PS17 CARE OF WORKS, DAMAGE, INJURY, AND INSURANCE

If any insurance claim arises, the Contractor shall immediately proceed with the necessary repairs after the damage has been established by the assessor, irrespective of whether the claim has been settled. No extension of time shall be granted if there is a waiting period for the settlement of the claim and all costs or losses which the Contractor may have regarding lost time, shall be deemed as covered by the insurance claim, or shall be borne by the Contractor himself.

PS18 EXTENSION OF TIME DUE TO SHORTAGE OF MATERIAL

Add the following Sub-Clause: If, during the preparation of his tender or during construction, the Contractor bases his unit prices on prices obtained from specific material or specific suppliers, it will be accepted that the Contractor has ascertained that such material shall be available on a continuous basis for execution of the contract.

No extension of time shall be granted if material cannot be obtained locally, but is available from other sources in the country, and no additional remuneration shall be granted for increased costs due to obtaining material from sources in other parts of the country.

If suppliers cannot adhere to the quoted delivery dates, any delays resulting from this shall be considered as a matter between the supplier and the Contractor. Extension of time could be granted under such conditions after complete proofs have been submitted to and accepted by the Engineer, but without any financial implications for the Employer.

PS19 VALUE ADDED TAX (VAT)

Value added tax (VAT) shall be calculated on each payment certificate, but it shall remain the responsibility of the Contractor to issue a tax invoice for the certified amount. The Contractor is responsible for the payment of VAT.

C3.21

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS20 MAKING GOOD OF DEFECTS

If it is deemed necessary in the opinion of the Engineer, the defects liability period after repairs can be extended for a further period of twelve months or for a period to the discretion of the Engineer, as regards the relevant part of the works that is made good.

PS21 FEATURES REQUIRING SPECIAL ATTENTION

PS21.1 Protection of trenches, pipelines, and appurtenant works

Trenches shall always be effectively protected against the ingress of storm-water and also valve chambers and manholes as well as structures at road crossings. Pipelines shall be positively protected against the ingress of dirt, foreign matter, storm-water and seepage water. The necessary steps in this regard include the following:

Sealing off pipe and branch ends with tightly sealing covers of strong plastic or other suitable material before loading for delivery to Site. These covers shall be fully maintained until the moment of jointing of the relevant pipe end or branch.

Open pipe ends in the trench shall be sealed off whenever work is stopped and shall be kept sealed off until closure by further pipe laying is affected. These sealing covers shall be tight sealing and sufficiently strong in fibre strength and attachment to the pipe, to withstand a water pressure corresponding to a head of 3m.

Air valves shall be consigned to Site sealed in strong transparent plastic bags which bags shall only be removed at the moment of installation.

Seepage water in the trench shall not be allowed to accumulate and shall be dealt with forthwith as provided for in Specification SABS 1200DB.

PS 21.2 OPENING UP OF EXISTING SERVICES

Wherever connection to the existing pipes is to be made, the existing pipes shall be opened up by means of hand excavation under the direction of the Resident Engineer.

C3.8.2 Variations to Standard Specifications

PS A GENERAL AND PSAB ENGINEERS OFFICE

Clause in SABS 1200A	VARIATION
PS A 3	<u>MATERIALS:</u>
PS A 3.1	Quality of Materials and Workmanship: All materials used in the works shall, where such a mark has been awarded for a specific type of material, bear the SABS/SANS mark. All materials shall be new and of the best quality available unless otherwise specified. All storage, handling, transport, erection or installation of plant, equipment and materials shall be carried out in accordance with the supplier's or manufacturer's instructions, provided that the Engineer may vary such instructions should he deem such variations necessary. Where supplier's or manufacturer's instructions are in conflict with the Specifications, the requirements of the Specifications shall apply unless otherwise agreed to by the Engineer. Any such conflict shall be brought to the attention of the Engineer by the Contractor.
PS A 8	<u>MEASUREMENT AND PAYMENT:</u>
PS A 8.5	Sums stated provisionally by engineer

C3.22



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PS A 8.5 (a) Community Liaison Officer

The contractor must pay a salary to a person appointed as the Community Liaison Officer for the project. The amount of payment and payment dates will be determined as soon as the CLO has been appointed.

PS A 8.5 (b) Project Steering Committee (PSC)

The tendered rate shall cover the compensation of all members of Project Steering Committee for attending meetings. The amount of payment and payment dates will be determined on the commencement date of the project. The engineer should authorise payment before it is made. Proof of payment has to be submitted Engineer before claim can be certified.

PS C SITE CLEARANCE

Clause in SABS 1200C	VARIATION
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PS C 3 MATERIALS:**PS C 3.1 Disposal of Material:**

The freehaul shall be 5,0km.

PS C 5 CONSTRUCTION:**PS C 5.1 Areas to be cleared and grubbed:**

The Contractor shall observe the restrictions in SABS 1200 DB.

PS C 5.2 Cutting of trees:**PS C 5.2.1 Protection of Persons, Animals and Structures:**

C3.23

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Before commencing work in any particular area the Contractor shall in conjunction with the Engineer's Representative compile a report on the state of repair of all adjoining fences and structures that could be affected by the Contractor's operations.

PS C 5.2.3.2 Individual trees:

The penalty shall be R1,000-00 per tree.

PS C 5.3 Clearing:

- (a) The width or area to be cleared shall be the width or area required by the Contractor for excavation, stockpiling of excavated material and construction activities, subject to the prior approval of the Engineer.
- (c) No structures, buildings, huts or other man made obstructions shall be cleared without the written consent of the Engineer.

The contractor shall, if required, leave undamaged all obstructions and vegetation further than 4 metres from the pipe centre line and 5 metres from a structure. Where obstructions and trees are closer than the aforementioned distances the Engineer shall direct whether these are to be removed or not. In the latter case, the Engineer shall decide on the additional compensation (if any) due to the contractor for not disturbing the obstruction.

- (d) All fencing materials shall be preserved for subsequent re-erection to the original standard by the Contractor. or be replaced by the Contractor at his own cost.

Prior to cutting an existing fence a straining post with stay shall be erected at the two ends of the opening and the existing wires shall be secured to these posts. The opening shall then temporarily be closed with a folding wire gate until completion of construction when the fence shall be reinstated between the two straining posts

PS DB EARTHWORKS (PIPE TRENCHES)

**Clause in SABS VARIATION
1200DB**

PS DB 2.3 Definitions:

Add the following: The bedding cradle shall be all the bedding below the selected fill blanket as shown on the Drawings prepared by the Engineer.

PS DB 5 CONSTRUCTION:

PS DB 5.1.3 Accommodation of Traffic and Access to Properties:

The construction procedure to be followed by the Contractor at road and rail crossings shall be subject to the prior approval of the Engineer.

PS DB 5.4 Excavation:

Replace in the second and third lines, the words "provide at least the appropriate side allowance given in Clause 8.2.3", by the following:

"ensure that the trench sides (within trench supports and walls, if any) satisfy the alignment requirements relative to the specified pipe centreline as shown on the drawings".

C3.24

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS DB 5.6 Backfilling:

PS DB 5.6.1 General:

Backfilling of trenches shall not commence before the Engineer has approved the preceding operations.

PS DB 5.6.3 Disposal of Soft Excavation Material:

Excess excavation material shall be disposed of in areas to be designated by the Engineer.

PS DB 8.2.2(a) Excavation:

Excavate in all materials for trenches, backfill, compact and dispose of surplus material

The rate for excavation shall also cover the cost of shoring when necessary in terms of Clause 5.1.1.2 of SABS 1200D.

C3.25

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

PS A SUB-CONTRACTING OF WORK


Nominated sub-contractors will be proposed by the client pending a sub-contractor tender phase. No additional sub-contracting will be allowed after tender closure.


After appointment the contractor will need to supply the client with an agreement/contract between the contractor and sub-contractor. The agreement will solely be between the contractor and sub-contractor. Disputes will be mediated by the engineer and conditions of contract will be based on GCC 2015. Non-performance of sub-contractor to be communicated to the engineer timeously to ensure quick dispute resolution.


Contractor to price this item as a handling fee on sub-contracted rates for management of sub-contracted works.


C3.26



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

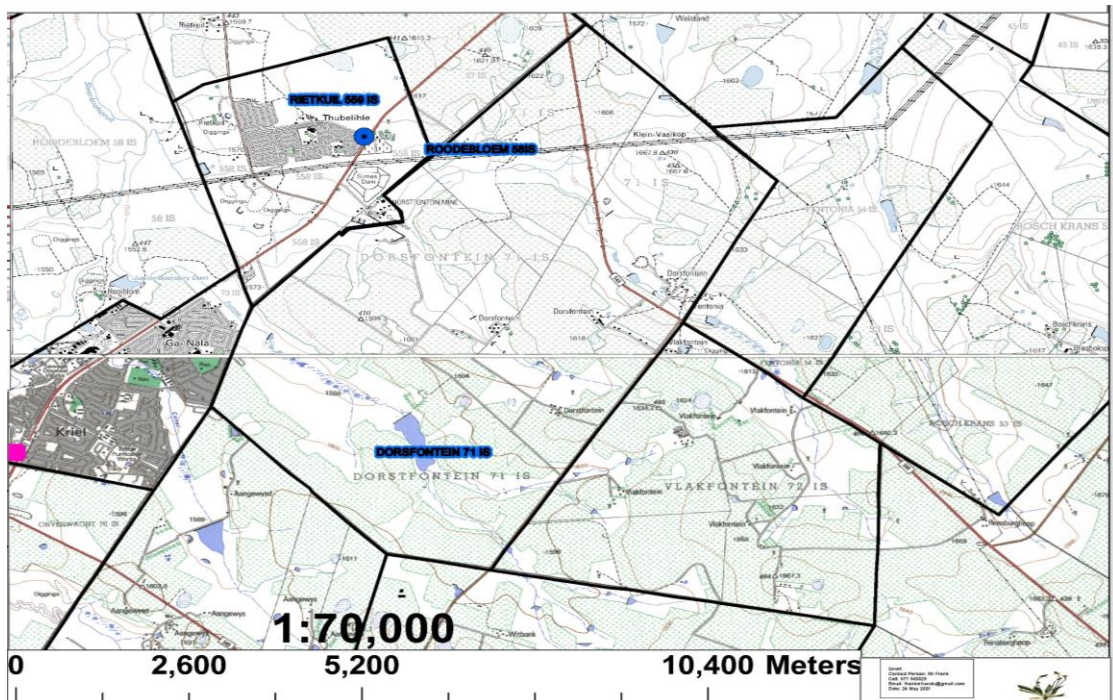
INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

C4 SITE INFORMATION

Locality plan

The following are locality plans of the areas affected

Ga-Nala



C4.1

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Contractor

Witness 1

Witness 2

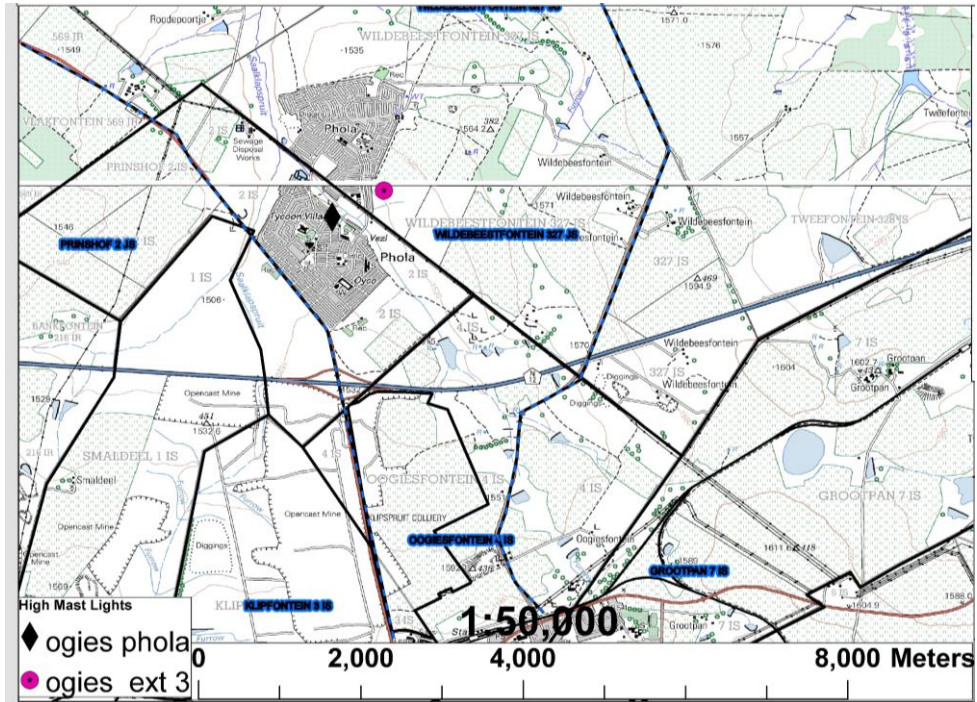
Employer

Witness 1

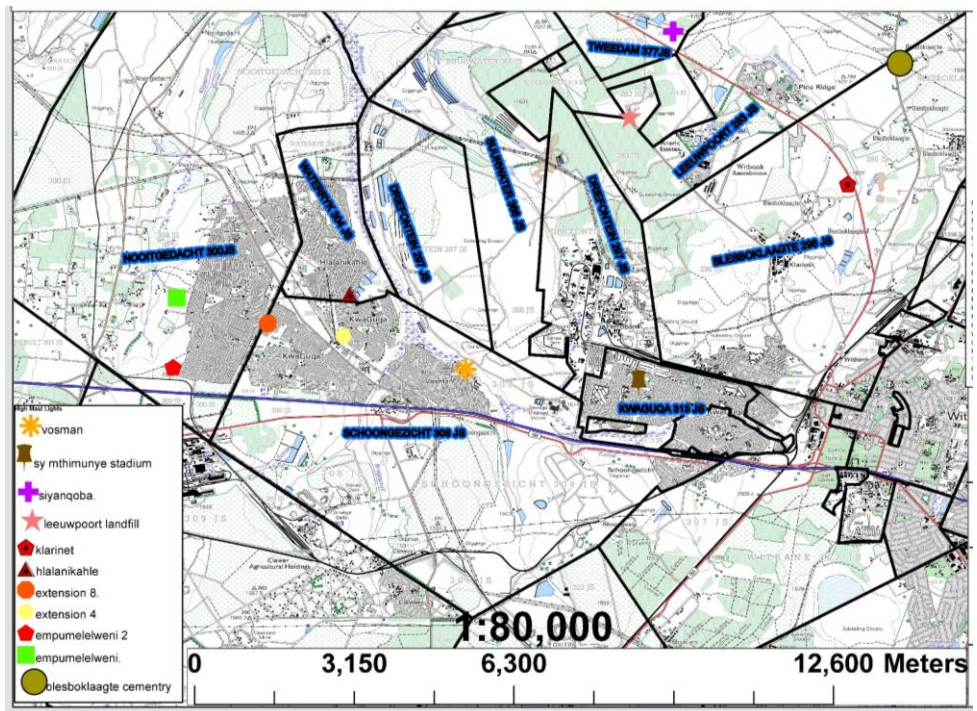
Witness 2

EMALAHLENI LOCAL MUNICIPALITY

Ogies



Emalahleni Central



C5.1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

EMALAHLENI LOCAL MUNICIPALITY

C6.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI

C5 RELEVANT DOCUMENTATION

The following documents are attached hereto and form part of the Contract:

- (i) Annexure A - Health and Safety Specifications
- (ii) Annexure B - Pro-forma agreement in terms of Occupational Health and Safety Act
- (iii) Annexure C - Notification of construction work
- (iv) Annexure D - Pro-forma contract between contractor and worker
- (v) Annexure E - Pro-forma attendance register
- (vi) Annexure F - Contract person days calculation format
- (vii) Annexure G - Contractor's monthly report format
- (viii) Annexure H – Environmental management plan
- (ix) Annexure I – Geotechnical Investigation Report
- (x) Annexure J – Tender Drawings

C5.1

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

ANNEXURE A

Health and Safety Specifications

HEALTH AND SAFETY SPECIFICATIONS

1. OH&S MANAGEMENT

Structure and Organization of OH&S Responsibilities

1.1.1. Overall Supervision and Responsibility for OH&S

The Client is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.

The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act is to ensure that the Employer (as defined in the Act) complies with the Act. Annexure 2 - "Legal Compliance Audit" may be used for this purpose.

Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her respective appointment forms.

The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6.

Further (Specific) Supervision Responsibilities for OH&S

Appointments required by the Act and Regulations:

- OH&S Representatives (Sections 17/18 of the Act)
- OH&S Committees (Sections 19/20 of the Act)
- Risk Assessor (Construction Regulation. 7(1))
- Accident/Incident Investigations Co-ordinator (General Administrative Regulation 9 (2))
- Form/Support work Supervisor (Construction Regulation 10(a))
- Batch Plant Supervisor (Construction Regulation 18(1))
- Stacking & Storage Supervisor (Construction Regulation 26(a))
- Fire Equipment Inspector (Construction Regulation 27(h))
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))
- OH & S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire Co-ordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)
- Ladders Inspector (General Safety Regulation 13A)
- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21 (i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(i))
- Welding Supervisor (General Safety Regulation 9)
- Communication and Liaison

OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in 3.10.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Consulting Engineer,

instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

1.3. OH & S File

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done.

The following documents must be kept in the OH & S file:

- 1) Notification of Construction Work (Construction Regulation 3.)
- 2) Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- 3) Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- 4) Copy of health and safety plan (construction regulation 5 (1))
- 5) OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- 6) Designs/drawings (Construction Regulation 5 (8))
- 7) A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- 8) Appointment / Designation forms as per 3.1.1. and 3.1.2. above.

Registers as follows:

- Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- OH & S Representatives Inspection Register
- Form/Support work Inspection
- Excavations Inspection
- Lifting Equipment
- Demolition Inspections
- Designer's Inspection of Structures Record
- Batch Plant Inspections
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Construction Vehicles & Mobile Plant Inspections
- Electrical Installation and Machinery Inspections
- Fire Equipment Inspection & Maintenance
- First Aid
- Hazardous Chemical Substances
- Lifting Tackle and Equipment Inspections
- Inspection of Cranes
- Inspection of Ladders
- Inspection of Vessels under Pressure
- Machinery Inspections
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S Committee for endorsement.

The Health & Safety File must be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Principal Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

1.4. OH & S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (CIFR) of at least 8 (Refer Annexure 3 - "Measuring Injury Experience") and to report on this to the Client on a monthly basis.

Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (Refer to Section 4. below "Project/Site Specific Requirements")

Arrangements for Monitoring and Review

Monthly Audit by Client

The Client will be conducting a Monthly Audit to comply with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

Other Audits and Inspections by Client

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

1.6.3 Reports

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 4: "SHE Risk Management Report"

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb

is injured or becomes ill to such a degree that he/she is likely either to die, or to suffer a permanent physical defect, or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

or where:

- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

To the Provincial Director of the Department of Labour within seven days. (Section 24 of the General Administrative Regulation 8.). The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act.

The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.9. below.

1.6.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

Site Rules and Other Restrictions

Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

1.7.2. Security and Emergency Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

1.8 Training

The contents and syllabi of all training required by the Act and Regulations must be included in the Principal Contractor's OH&S Plan.

General Induction Training

All employees of the Principal and other Contractors to be in possession of proof of General Induction Training

Site Specific Induction Training

All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction Training.

Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training.

OH&S TRAINING REQUIREMENTS: (AS REQUIRED BY THE CONSTRUCTION REGULATIONS AND AS INDICATED BY THE OH&S SPECIFICATION AND THE RISK ASSESSMENT/S):

- General Induction (Section 8 of the Act)
- Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- Site/Project Manager
- Construction Supervisor
- OH&S Representatives (Section 18 (3) of the Act)
- Training of the Appointees indicated in 3.1.1. & 3.1.2. above
- Operation of Cranes (Driven Machinery Regulations 18 (11))
- Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- Basic First Aid (General Safety Regulations 3)
- Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- Emergency, Security and Fire Co-ordinator

1.9. Accident and Incident Investigation

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).

The results of the investigation to be entered into the Accident/Incident Register. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

OH & S Representatives and Committees

Designation of OH&S Representatives

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative is executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

OH & S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

Duties and Functions of the OH&S Representatives

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH & S representatives must be included in accident/incident investigations.

OH & S representatives must attend all OH&S committee meetings.

1.10.3. Appointment of OH&S Committee

The Principal Contractor must establish an OH & S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Client who shall act as the chairperson without a vote. The members of the OH&S committee must be appointed in writing.

THE OH&S COMMITTEE MUST MEET MINIMUM MONTHLY AND CONSIDER, AT LEAST, THE FOLLOWING AGENDA:

- 1) Opening and welcome
- 2) Present/Apologies/Absent
- 3) Minutes of previous meeting
- 4) Matters arising from the previous minutes
- 5) OH&S Representatives Reports
- 6) Incident Reports & Investigations
- 7) Incident /Injury statistics
- 8) Other matters
- 9) Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- 10) Close/Next Meeting

PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

Clearing & Grubbing of the Area/Site

SITE ESTABLISHMENT INCLUDING:

- Office/s
- Secure/safe storage for materials, plant & equipment
- Ablutions
- Sheltered eating area
- Maintenance workshop
- Vehicle access to the site
- Dealing with existing structures (NB: the existing pipeline is also a structure.)
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/Public Liability Exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)

HEALTH RISKS ARISING FROM NEIGHBOURING AS WELL AS OWN ACTIVITIES AND FROM THE ENVIRONMENT E.G. THREATS BY DOGS, BEES, SNAKES, LIGHTNING ETC.

- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases
- Use of Portable Electrical Equipment including
- Angle grinder
- Electrical drilling machine
- Skill saw
- Excavations including
- Ground/soil conditions
- Trenching
- Shoring
- Drainage of trench
- Welding including
- Arc Welding
- Gas welding
- Flame cutting
- Use of LP gas torches and appliances
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant including
- Trenching machine
- Excavator
- Bomag roller
- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- Use and storage of flammable liquids and other hazardous substances

- Layering and bedding of trench floor
- Installation of pipes in trench
- Pressure testing of pipeline
- Installing heat shrink joint sleeves
- Backfilling of trench
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the Principal Contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation.

Annexure 1: Safety Agreement

Annexure 2: Construction Occupational Health – Safety – Environment Audit System

Annexure 3: Guidelines for the development of a Health and Safety Plan.

Annexure 4: Guide to Risk Assessment

ANNEXURE 1

EMALAHLENI LOCAL MUNICIPALITY TENDER NO: ELM 20/2022

INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI – SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN: EMALAHLENI LOCAL MUNICIPALITY (HEREINAFTER REFERRED TO AS THE CLIENT)

herein represented by _____
in his capacity as _____
of the Client, he being duly authorized thereto
and

(*hereinafter referred to as the Mandatory*)
herein represented by _____
in his capacity as _____
of the Mandatory, he being duly authorized thereto

WHEREAS:

The Client and the mandatory entered into a written, alternatively oral agreement on the...Day of
.....20 in terms of which the Mandatory undertook to carry out the
following work for the client, viz. (give a short description of the type of contract work to be done as well as
the address where work will be done)

(*The said contract work is hereinafter referred to as the **Work***)

The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Client as stipulated in section 37(1) of the Act.

The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFOR THE PARTIES AGREE AS FOLLOWS

1. WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2. ACKNOWLEDGEMENT BY THE MANDATARY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3. UNDERTAKING BY MANDATARY

- (a) The Mandatory hereby undertakes and binds himself to the Client to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4. PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of the Client is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Client may use no equipment or tools that belong to the Client.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Client may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Client against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7. SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Client shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Client before any equipment is connected to the electrical supply of the Client. All equipment shall be isolated before any equipment is connected to the electrical supply of the Client.

It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8. EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Client and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Client and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Client.

9. RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10. SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Client is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Client within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements:

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.
All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:
 - A South-African Red Cross Society**
 - B St. John's Ambulance Foundation**
 - C South-African First-Aid League**

A notice indicating where the first-aid box is kept as well as the name of the person in charge shall be affixed in a conspicuous place. The first-aid facilities of the Client may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Client shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Client, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14. COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Client and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15. SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Client, unless the contract specifically provides otherwise.

16. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of the Client or general public will be tolerated. The Occupational Health and Safety Officer of the Client reserves the right of the withdrawal of any employees of the Mandatory or Client from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Client will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Client, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17. INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Client. The Occupational Health and Safety Officer of the Client reserves the right to the withdrawal of any employees of the Mandatory or Client from the premises in the case of any transgression of this nature.

18. CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Client as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Client and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Client in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Client upon completion of the work, or earlier, if so requested by the Client. The Mandatory shall inform the Client immediately should any such documents or sketches become lost.

19. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Client irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Client is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Client by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Client irrevocably and in full against any liability that may arise from such usage.

20. AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

20. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being inst ituted.

PARTICULARS OF THE MANDATORY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO.: _____

Designation: _____

Name of Business _____

Address of Business:

Tel number (h) _____ (w) _____ e-m ail _____

Number of employees employed _____

Registration number as allocated to the Mandatory by the Workman's Compensation

Commissioner _____

Date allocated _____

Thus done and signed on this _____ day of _____ 20 _____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATORY

Thus done and signed on this _____ day of _____ 20 _____

As witnesses

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE CLIENT

Acknowledgement of receipt of the agreement:

THE MANDATORY

ANNEXURE 2

CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT AUDIT SYSTEM

(Based on the New Construction Regulations)

** Denotes items applicable to both Construction sites and Contractors Plant/Storage*

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COLD Act Section 80	*Registration with Compuls. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	*Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	

Section/Regulation	Subject	Requirements	Yes/No
Section 37	*Agreement with Mandatories (Sub-Contractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointee's competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 8	Roofwork	Competent person appointed to plan & supervise Roofwork. Proof of appointees' competence available on Site Risk Assessment carried out Roofwork Plan drawn up/updated Roofwork inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: <ul style="list-style-type: none"> - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: <ul style="list-style-type: none"> - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person <ul style="list-style-type: none"> - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: <ul style="list-style-type: none"> - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: <ul style="list-style-type: none"> - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Constructions. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift.	

Section/Regulation	Subject	Requirements	Yes/No
		Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Coffer dams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams Written Proof of Competence of above appointee available on Site Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunneling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipme nt	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s – after erection/6monthly - Other cranes – annually by comp. person - Lifting tackle (slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 &	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections:	

Section/Regulation	Subject	Requirements	Yes/No
10/Electrical Installation Regulations		- Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Storeman. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates	

Section/Regulation	Subject	Requirements	Yes/No
		Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): <ul style="list-style-type: none"> - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair 	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: <ul style="list-style-type: none"> - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders	

Section/Regulation	<i>Subject</i>	<i>Requirements</i>	<i>Yes/No</i>
General Safety Regulation 13D		Ladders inspected at arrival on site and monthly thereafter. Inspections register kept	
Construction. Regulation 39/ General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.	

ANNEXURE 2

GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

1. PROJECT BACKGROUND

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. FRAMEWORK FOR AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.1 INTRODUCTION

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Client:

- *Management Structure*
- *Quality Plan*
- *Human Resources Plan*
- *Registered Workplace Skills Plan*
- *“Letter of good standing” from the Compensation Commissioner or licensed compensation insurer.*
- *Proof of induction and other training of employees*
- *Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports*

2.2 CONTENTS OF AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

2.2.2 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- **Arrangements for:**
 - Regular liaison between parties on site
 - Consultation with the workforce
 - The exchange of design information between the Client, engineer, supervisors and contractors on site

- Handling design changes during the project
- Selection and control of contractors
- The exchange of Occupational Health and Safety information between all contractors
- Security
- Site induction and onsite training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site OH&S rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

2.2.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

- **SAFETY RISKS**
 - Services, including temporary electrical installations
 - Preventing employees from falling into excavations, from trucks etc.
 - Work with, on or near fragile materials
 - Control of lifting operations
 - The maintenance of plant and equipment
 - Poor ground conditions
 - Traffic routes and segregation of vehicles and pedestrians
 - Storage of hazardous materials
 - Dealing with existing unstable structures/land
 - Accommodating adjacent land use
 - Other significant safety risks as and when identified
- **HEALTH RISKS**
 - Storage and use of hazardous chemical substances
 - Dealing with contaminated land or material
 - Manual handling
 - Reducing noise and vibration
 - Provision of adequate lighting
 - Ventilation considerations
 - Extreme heat and cold temperature considerations
 - Dealing with HIV/Aids and other illnesses
 - Provision of and maintaining ablution and eating facilities
 - Other significant health risks as and when identified

2.2.4 Preparation of an Occupational Health and Safety Operational Reference File/Manual

THE FOLLOWING ARE SOME OF THE REQUIREMENTS TO BE ADDRESSED:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Client at completion of project

SUGGESTED CONTENTS OF AN OH&S FILE/MANUAL

- OH&S Policy
- Notice of new project
- Site start-up
- Security measures
- Written designations & appointments
- Arrangements with contractors/mandatories
- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- Keeping of records in terms of the OH&S Act (85 of 1993)

ANNEXURE 3

GUIDE TO RISK ASSESSMENT

1. HOW TO DO IT?

2. STEPS TO EFFECTIVE RISK ASSESSMENT

- Step 1 : Identifying the hazards
- Step 2 : Aim to identify major hazards, don't waste time on the minor & detail
- Step 3 : Involve as many people as possible in the process especially those at risk
- Step 4 : Gather all the information and analyze it
- Step 5 : Look at what actually occurs including non-routine operations
- Step 6 : Use a systematic approach to ensure all hazards are adequately addressed
- Step 7 : Assess the risks arising taking into account the effectiveness of controls
- Step 8 : Ensure the process is practical and realistic
- Step 9 : Always record the assessment in writing including assumptions and why

3. HOW SERIOUS IS IT?

PROBABILITY

- A Common
- B Has Happened
- C Could Happen
- D Not Likely
- E Practically impossible

CONSEQUENCES

- 1 Fatality or permanent disability
- 2 Major injury
- 3 Average Lost Time Injury
- 4 Minor Injury
- 5 Medical Treatment or less

		PROBABILITY				
		A	B	C	D	E
C O N S E Q U E N C E S	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

Risk Rating:	1 – 3 =	Serious	ACTION
	4 - 5 =	High	Immediate (within 1 week)
	6 – 7 =	Moderate	Within 1 month
	8 – 9 =	Acceptable	> 4 weeks
			No action

ANNEXURE B

Pro-forma agreement in terms of Occupational Health and Safety Act

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- (e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of 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 Contract.
- (f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____

Date: _____

Witnesses: 1): _____

2): _____

For the Contractor: _____

Date: _____

Witnesses: 1): _____

2): _____

ANNEXURE C

Notification of construction work

NOTIFICATION OF CONSTRUCTION WORK

(Regulation 3 of the Construction Regulations, 2003)

1. CONTRACTOR

1.1 Name and postal address of Contractor:

1.2 Name and telephone number of Contractor's contact person:

1.3 Contractor's compensation registration number:

1.4 Name and telephone number of Contractor's Construction Supervisor:

1.5 Physical address of the construction site or site office:

1.5 Estimated number of persons on the construction site:

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor:

2. EMPLOYER

2.1 Name and postal address of Employer:

2.2 Name and telephone number of Employer's Principal

Agent: _____

3. DESIGN CONSULTANTS

3.1 Name and postal address of design consultants:

3.1.1 Construction project managers:

3.1.2 Architects:

3.1.3 Structural engineer:

3.1.4 Electrical engineer:

3.1.5 Mechanical engineer:

3.1.6 Civil engineer:

3.1.7 Security engineer

3.1.8 Other (if any):

3.2 Name and telephone number of design consultant's contact person:

3.2.1 Construction project managers:

3.2.2 Architects:

3.2.3 Structural engineer:

3.2.4 Electrical engineer:

3.2.5 Mechanical engineer:

3.2.6 Civil engineer:

3.2.7 Security engineer:

3.2.8 Other (if any):

4. THE WORKS

Nature of the works:

Commencement date: _____

Completion date: _____

Contractor: _____ Date: _____

Employer: _____ Date: _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ANNEXURE D

Pro-forma Contract between Contractor and Worker

SPECIAL PUBLIC WORKS PROGRAMMES

CONTRACT OF EMPLOYMENT BETWEEN

CONTRACTOR

Name:

Address:

ID:

AND

WORKER

Name:

Details

ID:

I am pleased to confirm that you have been appointed to work on a task based employment contract within a Special Public Works Programme (SPWP) project. Within this contract you will undertake numerous groups of tasks.

This contract must be read in conjunction with the standard terms and conditions of employment on SPWP attached.

The project where you will be employed is located at

The contract will start on

You must be aware that this contract is a limited term contract and not a permanent job. The contract may be terminated for one of the following reasons:

- a) If the contractor does not get additional contracts from the SPWP.
- b) Funding for the programme in your area comes to an end.
- c) You repeatedly do not perform in terms of the tasks set out in your work programme.

6 You will be employed as a within the team.

7 While you are working you will report to

8 Payment

- a) You will be paid a fixed amount of R..... for completing a fixed amount of work.
- b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.
- c) You will only be paid for work completed.
- d) You will be paid the amount for the number of days quoted in the contract even if you finish the work before the time or after the estimated date of completion.
- e) A contractor must pay you the production bonus (the extra days if the work is finished early) if you have completed your share of tasks.
- f) The contractor will be paid within 30 days after the work is completed. You will be paid within 5 days of the contractor being paid.

9 In addition to the conditions above all the terms and conditions of employment on SPWP apply to your employment. If you breach any of these terms your contract may be terminated.

10 Signatures:

Signed on this day of 20...

Contractor: Date:

Worker: Date.

Witness: Date:

ANNEXURE E

Pro-forma Attendance Register

EXP ANDED PUB LIC WORKS PROGRAM M E - POVERTY RELIEF PROJECT

CONTRACTOR'S PERSON-DAYS, TRAINING AND ATTENDANCE REGISTER

PARK:		MONTH:	
PROJECT:		CONTRACTOR:	

[illegible][illegible]

X = ABSENT/ SENTHOM E (UNPAID SS = SEM I SKILLED T
= OFF-SITE TRAINING (PAID 100%) CL = CLERICAL
UL = UNSKILLED LABOURER

PROJECT M ANAGER

SIGNATURE

DATE _____

ANNEXURE F

Contract Person Days Calculation Format

CONTRACT MAN / DAYS CALCULATION FORMAT

This calculation must be in accordance with the attached Special Public Works Programme (SPWP) (ANNEXURE G).

The labour value of the contract must be equal to a minimum of 30% of your contract tendered sum.

You will be allowed to use the following values in order to calculate the minimum Man / day requirements: (In Lieu of the R35-00 minimum labour rate per day as specified)

80% General Labour at R175-00 per day
10% Skilled Labour at R300-00 per day
10% Supervisory Labour at R450-00 per day

The Man / days will be calculated as follows:

30% of the Contract sum = Minimum Labour Value.

- a) General Labour
80% of Labour value divided by R175-00 per day = Labour Man / days.
- b) Skilled Labour
10% of Labour value divided by R300-00 per day = Skilled Man / days.
- c) Supervisory Labour
10% of Labour value divided by R450-00 per day = Supervisory Man / days.
- d) Total Man / days
Total Man / days for the duration of the contract = a + b + c

Example

Say your tender sum equal R1,000,000-00

R1,000,000-00 x 30% = R300,000-00 (Minimum Labour Value)

- a) Labour R300, 000-00 x 80% / R175-00 = 1 372 Labour Man / days
- b) Skilled R300, 000-00 x 10% / R300-00 = 100 Skilled Man / days
- c) Supervisory R300, 000-00 x 10% / R450 = 67 Supervisory Man / days.
- Total Man / days 1 539 Man / days

ANNEXURE G

Contractor's monthly report format

CONTRACTOR'S MONTHLY REPORT

Part 1

Tender number:	ELM 20/2022
Project name:	INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI
Project description:	INSTALLATION OF COMMUNITY LIGHTING (HIGH MASTS) IN THE GREATER EMALAHLENI
Contract number:	ELM 20/2022
Name of Contractor:	
Payment certificate number:	
For month ending:	
Date of report:	

The Contractor's monthly report comprises an integral part of the Contractor's payment certificate and must be submitted together with the payment claim. The payment certificate will not be processed without this signed report, i.e. "NO REPORT – NO PAYMENT".

Attachments:

Part 2: Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project

Part 3: Weekly Task Wage Register

Part 4: Local Labour Schedule

Part 2

OVERALL PROJECT WORKER SCHEDULE (local labourers only)

Sheet: ...

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of local worker	Identity number	Month worker started	Age of worker	Age (tick applicable column)			
					Woman		Man	
					Over 35 years 2A	35 years & under 2B	Over 35 years 2C	35 years & under 2D
Totals for this sheet								
Totals brought forward from previous sheet								
Totals carried forward to next sheet								

Total number of workers employed =

Completed by:

signed

.....
initials and surname

.....
capacity

.....
date

Part 3

WEEKLY TASK WAGE REGISTER (local labourers only)

Sheet: ..

[illegible]

3(A)

3(B)

Completed by:

.....
signed

.....
initials and surname

.....
capacity

.....
date

Part 4

LOCAL LABOUR AND SUPPLIER SCHEDULE

1. Summary of day tasks worked and amount spent on local labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked <i>Total of 3(A) from Part 3 for each week</i>	Total Amount Paid <i>Total of 3(B) from Part 3 for each week</i>
1			
2			
3			
4			
5			
Total this month			

2. Summary of amount spent on local labour to date

1. Previous amount spent on local labour (from previous claim)	R
2. Amount spent on local labour this month (from total above)	R
3. Total amount spent on local labour to date (3) = (1+2)	R

3. Local labour schedule

Summary of Local Labour Employed <i>Refer to Part 2</i>	Number of local workers who worked on the project to date	% of Total
1. Total number of individual local workers who have worked on the project		100%
2. Number of local youth (35 yrs and under) (columns B plus D)		
3. Number of local women (columns A plus B)		

4. Summary of amount spent on local suppliers to date

1. Previous amount spent on local suppliers (from previous claim)	R
2. Amount spent on local suppliers this month (from total above)	R
3. Total amount spent on local suppliers to date (3) = (1+2)	R

Completed by:

.....
Signed

.....
Initials and Surname

.....
Capacity

.....
Date

ANNEXURE H

Environmental Management Plan

Refer to attached EMP for further detail

ANNEXURE I

Geotechnical Investigation Report Contractor's responsibility

ANNEXURE J

Tender Drawings

Contractor's responsibility

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall

extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

THE NATIONAL TREASURY: Republic of South Africa

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts** 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices** 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.