



BID DOCUMENT

BID NUMBER: MLM/IDS/HML/W2/26-27

INSTALLATION OF HIGH MAST LIGHTS IN WARD 2

A Tender for Category 4EP or higher CIDB Registered Contractors

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Tender Amount:	
Physical Address of Tenderer:	
Tel. No.:	
CIDB CRS Number(s):	
CSD Number(s):	MAAA
This tender closes at 12:00 on 06 July 2026 @12h00 at the Municipal Hall, in offices of the Moretele Local Municipality located at 4065 B, Mathibestad, Makapanstad 0404	
NO LATE SUBMISSIONS WILL BE CONSIDERED	

Prepared For: Moretele Local Municipality 4065 B, Mathibestad Private Bag X367 MAKAPANSTAD 0404 Contact Name: Mr P Molautsi or Ms M Phenya Telephone: (012) 716 1300\47 or (012) 716 1300\14	Prepared by: Jusben Consulting Engineers 8A Market Street Polokwane City, Polokwane Limpopo 0699 Contact Name: Benny Masemola Telephone: 079 502 9620	In compliance with the Preferential Procurement Regulations, 2022 published in Government Gazette No. 47452 of 04 November 2022	In compliance with the CIDB standards for uniformity
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EXPANDED PUBLIC WORKS PROGRAMME

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/IDS/HML/W2/26-27

For

THE INSTALLATION OF HIGH MAST LIGHTS IN WARD 2

Tender section of the document: Pages T1 – T68
Contract section of the document: Pages C1 – C83

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Section Number and Heading	Page Colours
The Tender	
Part T1: Tendering Procedures	
T1.1 Tender Notice and Invitation to Tender	White
T1.2 Tender Data	Pink
Part T2: Returnable Documents	
T2.1 List of Returnable Documents	Yellow
T2.2 Returnable Schedules	Yellow
The Contract	
Part C1: Agreements and Contract Data	
C1.1 Form of Offer and Acceptance	White
C1.2 Contract Data	Pink
C1.3 Form of Guarantee	White
C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993	White
C1.5 Retention Money Guarantee	White
C1.6 Transfer of Rights	White
Part C2: Pricing Data	
C2.1 Pricing Instructions	Yellow
C2.2 Schedule of Quantities	Yellow
Part C3: Scope of Work	
C3.1 Standard Specifications	Blue
C3.2 Project Specifications	Blue
C3.3 Particular Specifications	Blue
Part C4: Site Information	
C4.1 Locality Plan	Green
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Employer

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T1: TENDERING PROCEDURES

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VOLUME 1 PART T1 BIDDING PROCEDURES

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Employer

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YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MORETELE LOCAL MUNICIPALITY			
BID NUMBER:		CLOSING DATE:	
DESCRIPTION			
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 (STREET ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No: <input type="checkbox"/>
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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	Supply Chain Management	DEPARTMENT	Infrastructure Development Services
CONTACT PERSON	Ms.M Phenya	CONTACT PERSON	Mr. P Molautsi
TELEPHONE	012 716 1300/1314	TELEPHONE	012 716 1300/1347

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

NUMBER		NUMBER	
E-MAIL ADDRESS	Modiegi.phenya@moretele.gov.za	E-MAIL ADDRESS	Pholosho.molautsi@moretele.gov.za

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 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	
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <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>	

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:.....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

DATE:.....

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 147 of 2021 in Government Gazette No. 44739 of 18 June 2021, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) These are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of the tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments, and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause Number	Data / Wording
This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."	
C1.1	The Employer is the Moretele Local Municipality
C.1.2	<p>(a) The Tender Documents consist of the following:</p> <p>PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Retention Money Guarantee C1.6 Transfer of Rights</p> <p>PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Schedule of Quantities</p> <p>PART C3: SCOPE OF WORKS C3.1 Standard Specifications</p>

Employer

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Contractor

Witness 1

Witness 2

Clause Number	Data / Wording
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	<p>C3.2 Project Specifications C3.3 Particular Specifications</p> <p>PART C4: SITE INFORMATION</p> <p>C4.1 Locality Plan C4.2 Example of Contract Signboard Details</p> <p>(b) Drawings</p> <p>(c) 'General Conditions of Contract for Construction Works, Third Edition, 2015' issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>(d) 'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)'. These documents are obtainable separately and Tenderers shall obtain their own copies.</p> <p>(e) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 423 of 2019 as amended.</p> <p>In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations, and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.</p>
C.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer:</p> <p>Name of the Firm: Jusben Consulting Engineers Contact Person: Benny Masemola Tel: 015 295 2147 Cell: 067 729 5959 E-mail: benny@jusben.com</p>
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	<p>An Employer may, prior to the award of the tender, cancel a tender if</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.</p>
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.1.5.3	An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time
C.2	Tenderer's obligations

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Clause Number	Data / Wording
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<p>C.2.1</p>	<p>Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) CIDB registration</p> <p>Registered with the CIDB, at close of tender, 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(8) of the Construction Industry Development Regulations, as per amended notice, for a 4EP or higher class of construction work.</p> <p>Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission.</p> <p>Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with the latest updated Regulation 25 of the Construction Industry Development Regulations, as per amended notice, are not eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <p>a) every member of the joint venture is registered with the CIDB;</p> <p>b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and</p> <p>c) 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 4EP or higher class of construction work or a value determined in accordance with Regulation 25 of the Construction Industry Development Regulations, as per amended notice.</p>
<p>C.2.1.1</p>	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ol style="list-style-type: none"> a. the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; b. the Tenderer does not have the legal capacity to enter into the contract; c. the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in

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	respect of the foregoing; d. The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; e. The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; f. The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
C.2.2	
C.2.2.1	The tenderer must be notified of all arithmetic errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of the rates / prices as corrected by the Employer's Agent without changing the tender amount / final offer.
C.2.2.2	Cost of Tender The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer or Employer's Agent for printing the documents
C.2.3	Check Documents Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
C.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.
C.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.
C.2.7	Seek Clarification The arrangements and venue for the compulsory Clarification Meeting are: Venue: Moretele Local Municipality, Municipal Hall, 4065 B, Mathibestad, Makapanstad 0404. Date: 11 June 2026 at 10:00 am Name of the Firm: Jusben Consulting Engineers Contact Person: Benny Masemola Tel: 015 295 2147 Cell: 067 729 5959 E-mail: benny@jusben.com
C.2.8	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.
C.2.9	Pricing the Tender Offer
C.2.9.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain fixed, final and binding for the full duration of this contract.
C.2.11	Alterations to Documents

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	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 (refer to the standard condition of Tender).
C.2.12	Alternative Tender Offers No alternative tender offers will be considered
C.2.13	Submitting a tender offer
C.2.13.1	Submit one tender offer only as a single tendering entity 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
C.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.
C.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.
C.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.
C.2.13.5	Tender offers shall be submitted as original only. The 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. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.
C.2.13.6	<p>Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tender offer package is:</p> <p>Title to appear on envelope one (1):</p> <p>"BID NUMBER: MLM/IDS/HML/W2/26-27 - INSTALLATION OF HIGH MAST LIGHTS IN WARD 2</p> <p>This envelope must contain the returnable SCM Documentations, Relevant Annexures and Appendixes. This envelope must contain printed copies of all the pages in this document, duly completed and signed, inclusive of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below.</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name.</p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender Box: Moretele Local Municipality Physical Address: 4065 B, Mathibestad, Makapanstad 0404. Identification Details: Tender No. MLM/IDS/HML/W2/26-27</p>

Employer

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C.2.13.7	Seal the original tender offer in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data. A two-envelope system will not be followed .
C.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.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail and late tenders will be rejected by the Employer.
C.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 .
C.2.15	Closing time The closing time for submission of Tender Offers is: 12:00 on 06 July 2026 @12h00 The Moretele Local Municipality is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.
C.2.16	The tender offer validity period is ninety (90) days from the closing time for the submission of tenders.
C.2.18.2	Over and above the information resources stipulated in the evaluation criteria, 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.
C.2.19 I	Inspections, tests, and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.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.
C.2.23	The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2 The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.
C.2.24	Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
C.2.25	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - a. who is in the service of the state; or

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	<p>b. if that person is not a natural person, of which any director, manager, principal shareholder or</p> <p>c. stakeholder is a person in the service of the state; or</p> <p>d. a person who is an advisor or consultant contracted with the Municipality.</p> <p>In the service of the state means to be -</p> <p>a. a member of:-</p> <ol style="list-style-type: none"> I. any municipal council; II. any provincial legislature; or III. the National Assembly or the National Council of Provinces; <p>b. a member of the board of directors of any municipal entity;</p> <p>c. an official of any municipality or municipal entity;</p> <p>d. an employee of any national or provincial department;</p> <p>e. provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>f. a member of the accounting authority of any national or provincial public entity; or</p> <p>g. An employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
C.3	The Employer's undertakings
C.3.1	<p>Respond to requests from the tenderer The Employer will respond to requests for clarification received up to three (3) working days before the tender closing time</p>
C.3.2	<p>Issue Addenda Addenda will be issued until five (5) working days before the tender closing time.</p>
C.3.5	<p>The time and location for the opening of the tender offers are: Time: 12:00 on 06 July 2026</p> <p>Location / Venue: Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404</p>
C.3.9	
C.3.9.1	<p>Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3 for:</p> <ol style="list-style-type: none"> 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 line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.
	<p>The arithmetical errors shall be corrected in the following manner:</p> <ol style="list-style-type: none"> a. Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b. 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. c. Where there is an error in the total of the prices either as a result of other

Employer

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Contractor

Witness 1

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	<p>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.</p> <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above</p>
C.3.11	<p>Functionality, Price and Preference The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 Stages/ Phases.</p>
C.3.12	<p>The procedure for the evaluation of responsive tenders is Functionality, Financial offer, Preference and Objective criteria) as explained in the CIDB's Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1).</p> <p>Breakdown points for Functionality points are outlined below. The procedure for the evaluation of responsive tenders is detailed as follows:</p> <p>Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules. Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation.</p> <p>Phase Two: Tenderers must meet the minimum requirements outlined in the functionality criteria and score at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality points of 70% will then be rejected.</p> <p>Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA (80/20 or 90/10.)</p> <p>Phase Four: Objective criteria and Risk analysis</p>
	<p>PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</p> <p>Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> 1. Tender Document (This Document must be submitted in its original format) 2. Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Tenderer must be registered with cidb in the correct grading and class of works as per the tender notice and requirements and the status on cidb must be active during award stage. It is the responsibility of the tenderer to keep the status on CIDB active throughout bidding process (i.e from advert till award stage). 4. Tenderer must be a legal entity or partnership or joint venture or consortia. 5. Form of offer and Acceptance (fully completed and signed) 6. MBD 4- Declaration of Interest (fully completed and signed) 7. MBD 5-Declaration for procurement above R10 million (all applicable taxes included) - (fully completed and signed)

Employer

Witness 1

Witness 2

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Clause Number	Data / Wording
<p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p>	
	<p>8. MBD 8- Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed)</p> <p>9. MBD 9- Certificate of Independent Bid Determination. (Completed and signed)</p> <p>10. Compulsory Enterprise Questionnaire (Completed and signed)</p> <p>11. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.</p> <p>12. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV. CIDB regulations and prescripts apply.</p> <p>13. Resolution to Sign (if applicable) must be completed and furnished with the tender.</p> <p>14. Attendance of compulsory briefing meeting (where applicable)</p> <p>15. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Tenderers are also not allowed to submit a bid/ quotation whilst they are in agreement with other tenderers in the form of joint ventures or consortiums.</p> <p>16. Bidder (Company or director/partner or sole propriety) must attach proof of municipal rates on municipality letterhead which are not older than 90 days. If the statement of municipal rates is not in the name of the bidder, an affidavit from SAPS must be attached. or Letter of traditional authority not older than 90 days for the bidder. OR In case of a lease agreement, a signed lease agreement by both parties(lessor & lessee), an affidavit indicating that the bidder and/or the director does not have municipal account and that the municipal services, rates and taxes are paid by the property owner must be attached. The tenderer will be rejected if it has failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges (where they are applicable) are in arrears for more than three months.</p> <p>17. If the tenderer is required by law to prepare annual financial statements for auditing, it must submit its audited annual financial statements— (aa) for the past three years; or (bb) since their establishment if established during the past three years.</p> <p>18. A letter of intent from a registered financial institution showing full details as guarantor in the amount of 10% as specified for surety purposes must be submitted.</p> <p>19. Relevant letter of Good Standing with the Compensation for Occupational Injuries and Diseases</p> <p>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</p> <p>1. MBD 1 form</p> <p>2. The bidder must be registered on the Central Supplier Database (CSD) prior to the award.</p> <p>3. All tenderer's tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD.</p> <p>4. The bidder must complete section 1.3.1.2 of the Preference Points Form to claim points on Specific goals. Non-completion of the schedule / form will result in a bidder losing preferential points.</p> <p>PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</p>

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Clause Number	Data / Wording																		
	<p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <ol style="list-style-type: none"> The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality. <p>PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIED GOALS</p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i>.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Criteria</th> <th style="width: 30%;">Points</th> </tr> </thead> <tbody> <tr> <td>Points on Price</td> <td style="text-align: center;">80</td> </tr> <tr> <td>Specified Goals</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Total</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula: $A = (1 - \frac{(P - P_m)}{P_m})$</p> <p>The value of value of W_1 is:</p> <ol style="list-style-type: none"> 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000. <p>The table below must be used to calculate the score out of 20 for Specified Goals</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;"></th> <th style="width: 12.5%; background-color: #e91e63; color: white;">Number of points allocated (90/10 system) (To be complete</th> <th style="width: 12.5%; background-color: #e91e63; color: white;">Number of points allocated (80/20 system) (To be completed</th> <th style="width: 12.5%; background-color: #e91e63; color: white;">Number of points claimed (90/10 system) (To be completed</th> <th style="width: 12.5%; background-color: #e91e63; color: white;">Number of points claimed (80/20 system) (To be completed</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">The specific goals allocated points in terms of this tender</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Criteria	Points	Points on Price	80	Specified Goals	20	Total	100		Number of points allocated (90/10 system) (To be complete	Number of points allocated (80/20 system) (To be completed	Number of points claimed (90/10 system) (To be completed	Number of points claimed (80/20 system) (To be completed	The specific goals allocated points in terms of this tender				
Criteria	Points																		
Points on Price	80																		
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The specific goals allocated points in terms of this tender																			

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		d by the organ of state)	by the organ of state)	by the tenderer)	by the tenderer)
	HDI's (Who had no franchise on national elections before the 1983 and 1993 constitution) /black ownership	--	5	--	
	Points for 51% Women's Equity	--	5	--	
	Points for black person with Disability	--	2.5	--	
	Points for 51% owned Youth firm	--	5	--	
	Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--	
	Form not completed or submitted	--	0	--	
<p>NOTE:</p> <p>The tenderer must submit a CSD number, CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not and the address of a company (first address on CSD), in order to claim the preferential procurement points.</p> <p>In the case of a Joint Venture, the first table on Paragraph 8 in the preference points claim form (Table 1) must be completed by all partners of the JV. The second table (Table 2) must be completed with information related to HDI ownership in the JV, the last column will then be used for purposes of claiming points above.</p> <p>PHASE FOUR: OBJECTIVE CRITERIA AND RISK ANALYSIS</p> <p>1. The Employer reserves the right not to appoint the highest point scorer, when any of the objective criteria are taken into consideration:</p> <p>When the tenderer has any of the following:</p> <ol style="list-style-type: none"> a. It has been removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract. If it is a JV, any of the JV partners. b. It has completed the project with the Employer after being put on penalties. c. It has completed the project after having being issued with Health and Safety non compliances (such as Contravention notices, prohibition notices, fines, site closures); d. It is litigating against the Employer on matters relating to tender processes and such processes have not been concluded by the courts of the country; e. It must be noted that the financial health of the tenderer will be assessed, if deemed necessary, to ensure that the service provider will be able to operate as per required deliverable. It may be overlooked if the Employer 					

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	<p>is not satisfied that the tenderer will be able to deliver to the tenders of the contract;</p> <p>f. The tenderer has unduly high or unduly low tendered rates in the tender offer. In this regard, and a financial risk analysis has been performed to verify whether the costs are reasonable and balanced.</p> <p>g. In terms of unduly high tendered amounts in the tender offer, negotiation process as outlined in Regulation 24 of the MFMA Regulations will apply.</p> <p>2. This tender will be considered as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will increase the commercial risk of the tender and may lead to elimination or passing over of the tenderer.</p> <p>Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the Moretele Local Municipality estimate will be used as a guide to indicate financial risk.</p>		
C.3.11.9	<p>All proposals will be evaluated in terms of functionality with a maximum of 100 functionality points. All proposals meeting minimum scores of 70 points will be considered for the next final evaluation stage whereby proposals will be evaluated in terms of Price and Preference.</p> <p>The score for functionality will be calculated using the following formula:</p> $W_Q = \frac{W_2 \times S_o}{M_s}$ <p>Where:</p> <p>W₂ = is the percentage score given for quality and equals 100</p> <p>S_o = is the maximum possible score for quality allocated to the submission under consideration</p> <p>M_s = is the maximum possible score for quality in respect to the submission</p> <p>The quality will comprise scores for the following based on criteria indicated in the respective tender returnable schedules:</p>		
Evaluation Criteria	Scoring System	Maximum Score	Tenderer Score
<p>1.</p>	<p>The tenderer shall attach evidence of implemented traceable projects. The experience of the Tenderer or joint venture partners in a consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.</p> <p>1. Tenderers to provide appointment letters, and</p> <p>2. Correlating completion certificates</p> <p>3. Signed and stamped reference letters on a template provided by Moretele Local Municipality. Refer to "Form G" in T2.2.</p> <p>4. Complete project experience. Refer to "Form F" in T2.2.</p> <p>Note: Completed reference forms shall be verified with the employer/client. Failure to submit the above will result in forfeiture of all points for that particular project.</p>		

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Clause Number	Data / Wording			
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1.1	Company/ Entity's work experience in High Mast Lights Projects	Similar Tender Experience	30	30%
		Above 7 High Mast Lights projects with a value of 5 million or more	30	
		4 to 7 High Mast Lights projects with a value of 5 million or more	20	
		1 to 3 High Mast Lights projects with a value of 5 million or more	10	
		No attachments	0	
1.2	Company/ Entity's work experience in electrical-related projects such as electrification, substations, streetlights, etc	Related Tender Experience	10	10%
		Above 7 electrical-related projects with a value of 5 million or more	10	
		4 to 7 electrical-related projects with a value of 5 million or more	5	
		1 to 3 electrical-related projects with a value of 5 million or more	2	
		No attachments	0	
2.	Financial References (Demonstrate financial capacity to execute the projects, by attaching a letter from the bank with their rating)	2.1 Bank Rating	5	10%
		Bank rating of "A&B"	5	
		Bank rating of "C"	3	
		Bank rating of "D"	2	
		Bank rating of "E" & below	1	
		Bank Rating Letter not attached	0	
		2.2 Audited Financial Statement	5	
3.	Key Personnel Experience and qualification of Key Staff Note: Name/s of various employees occupying the positions below must be stated; certified copies (not older than 3 months) of qualifications	3.1 Contract Manager	15	30%
		Project/ Contract Manager has BSc/BTechEng in Electrical Engineering and has 5 or more years of electrical work experience	15	
		Project/ Contract Manager has NDipEng in Electrical Engineering and has 5 and 10 years of electrical work experience	10	
		Neither of the above	0	
		3.2 Site Agent (Construction Manager)	10	
		Site Agent has NQF level 5, a Wireman License and has 5 or more years of electrical works experience	10	

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Clause Number	Data / Wording			
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	must be attached in order to qualify for points.	Site Agent has NQF level 5, a Wireman License and has 3 or more years of electrical works experience	5	
		3.3 Site Foreman	5	
		Site Foreman has NQF level 2, 3, 4, a Trade Test and has 5 or more years of electrical or civil work experience	5	
		Site Foreman has NQF level 2, 3, 4, a Trade Test and has 3 or more years of electrical or civil work experience	3	
		3.4 Occupational Health and Safety (OHS) Officer	5	
		OHS Officer registered with SACPCMP as CHSO, has Diploma or SAMTRAC or NQF level 5, and 5 or more years of electrical or civil work experience	5	
		OHS Officer registered with SACPCMP as Candidate CHSO, has Diploma or SAMTRAC or NQF level 3,4, 5, and has 4 or less years of electrical or civil works experience.	3	
4.	Availability of Plant and Equipment necessary for construction	Plant and Equipment	20	20%
		TLB, 30T Crane Truck, LVDs, Electrical CoC Toolbox [Owned by Tenderer]	20	
		TLB, 30T Crane Truck, LVDs, Electrical CoC Toolbox [Lease Agreement in Place]	10	
		TLB, 30T Crane Truck, LVDs, Electrical CoC Toolbox [Letter of Intent to Hire]	5	
		No attachments	0	
Note: If the contractor does not own some or any of the plant listed above and chooses to hire some or all of the required plant, then the points indicated above will be awarded at 50% of the stated points for any of the relevant items of plant or equipment hired. Points for hired plant will only be allocated if an original Letter of Intent is attached from a Plant Hire Company registered with the Contractors Plant Hire Association (CPHA). The letter is to clearly indicate that the Plant intended for the contract will be available for the full duration of the project. Such Letter of Intent is to be unqualified and certified by a Registered Commissioner of Oaths. For the contractor who owns the plant proof of ownership need to be attach for the point to be allocated to the contractor.				
TOTAL EVALUATION POINTS SCORE FOR QUALITY, TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE				100%

Employer

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Clause Number	Data / Wording				
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SPECIFIED GOALS ALLOCATION TABLE	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) /black ownership	--	5	--	
	Points for 51% Women's Equity	--	5	--	
	Points for black person with Disability	--	2.5	--	
	Points for 51% owned Youth firm	--	5	--	
	Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--	
	Form not completed or submitted	--	0	--	
C.3.13.1	<p>The legal requirements for acceptance of the tender offer are:</p> <ol style="list-style-type: none"> a. Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. b. Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract. c. Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. d. Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: <ol style="list-style-type: none"> (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. 				

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Clause Number	Data / Wording
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	The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
C.3.18	The number of paper copies of the signed contract to be provided by the Employer is one (1) .

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

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

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

A	Certificate of Attendance at Clarification Meeting	T23
B	Record of Addenda to Tender Documents	T24
C	Certificate of Authority (On Company Letterhead)	T25
D	Compulsory Enterprise Questionnaire	T30
E	Plant and Equipment	T31
F	Experience of Tenderer (Schedule of Work Satisfactorily Carried out by Tenderer)	T32
G	Evaluation Schedule: Experience on Previous Project References)	T33
H	Proposed Subcontractors	T39
I	Key Personnel (Schedule)	T40
J	Deviations and Qualifications	T42
K	Contractor's Health and Safety Declaration	T43
L	Tenderer's BBBEE Verification Certificate	T45
M	Schedule of Alternative Tenders	T46
N	Tender's Participation in Job Creation Using Local Labour	T47
O	Tenderer's Banking Details and Rating	T48
P	Municipal Account for The Business and Directors Not Owing for More Than 90 Days or Municipal Account from Private Provider or Statement of Account from Landlord with Valid Lease Agreement.	T49
Q	CIDB Registration Certificate	T50
R	Proof of Registration of Bidder and Certified ID Copies of Owners/Directors/Shareholders	T51
S	CSD Summary Report (not older than one month)	T52
T	Relevant letter of Good Standing with the Compensation for Occupational Injuries and Diseases	T53
U	MBD 4: Declaration of Interest	T54
V	MBD 5: Declaration for Procurement Above R10 Million (VAT Included) – Not Applicable	T57
W	MBD 6.1 Preference Points Claim Form in Terms of The Preferential Procurement	T58
X	MBD 7.2: Contract Form – Rendering Services	T62
Y	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	T64
Z	MBD 9: Certificate of Independent Bid Determination	T66
AA	Preliminary Construction Programme (and Monthly Cashflow)	C53

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

1. Municipal account for the business and directors not in arrears for more than 90 days or municipal account from a private provider or statement of account from the landlord with the valid lease agreement.
2. Certified Company registration certificate
3. Valid CIDB Registration confirmation
4. Completed and signed Form of Offer and Acceptance
5. Certified ID Copies of Owners/Directors/Shareholders
6. All pages signed, initialled, and completed.
7. CSD summary report
8. Authority for Signatory on company letterhead
9. Relevant letter of Good Standing with the Compensation for Occupational Injuries and Diseases
10. Joint venture (JV) agreement if applicable
11. Compulsory Enterprise questionnaires (MBD Forms)
12. Compulsory briefing certificate
13. Letter of intent from a registered financial institution showing full details as guarantor in the amount of 10% as specified for surety purposes.

NB. Failure to adhere to the above conditions will lead to automatic disqualification.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

A. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*)

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

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

Particulars of the person attending the meeting:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:



Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Municipal Stamp

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Please attach all Addenda to this page

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C. CERTIFICATE OF AUTHORITY

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

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

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

(I) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the sole owner of the

business trading as:.....

Specimen Signature of Sole Owner:

Date:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(II) CERTIFICATE FOR CLOSE CORPORATION

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

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(III) CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorise Mr/Ms

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

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

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(IV) CERTIFICATE FOR COMPANY

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

Signature of Chairman:

Specimen Signature of Signatory:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(V) CERTIFICATE FOR JOINT VENTURE

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

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

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No MLM/IDS/HML/W2/26-27

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

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

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE NAME AND CAPACITY
Lead Partner		

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

D. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished:

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*	Identity number*	Personal income tax number*	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:			
i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;			
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;			
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.			
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and			
v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

<i>Enterprise Name</i>	
------------------------	--

E. PLANT AND EQUIPMENT

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

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

DESCRIPTION (<i>type, size, capacity, etc.</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

SIGNATURE:

DATE:

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

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

G. EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECT REFERENCES

FORM 1. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 1:

Type of Project, e.g.: (electrical infrastructure, i.e. electrification, high mast lights, streetlights, etc)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CLIENT STAMP

FORM 2. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 2:

Type of Project, e.g.: (electrical infrastructure, i.e. electrification, high mast lights, streetlights, etc

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	CLIENT STAMP
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FORM 3. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 3:

Type of Project, e.g.: (electrical infrastructure, i.e. electrification, high mast lights, streetlights, etc.)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?

.....

.....

Client Contact Person: Telephone:

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

FORM 4. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 4:

Type of Project, e.g.: (electrical infrastructure, i.e. electrification, high mast lights, streetlights, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

FORM 5. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 5:

Type of Project, e.g.: (electrical infrastructure, i.e. electrification, high mast lights, streetlights, etc)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

FORM 6. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 6:

Type of Project, e.g.: (electrical infrastructure, i.e. electrification, high mast lights, streetlights, etc)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

H. PROPOSED SUBCONTRACTORS

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

I. KEY PERSONNEL

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

The Tenderer shall attach the curriculum vitae of the listed key personnel to the next page.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
Contract Manager. with BScEng or BTechEng, (Proof of registration SACPCMP or PMP registered individual)				
Qualified Site Agent or Supervisor with a Valid Wireman Licence				
Qualified Foreman with a Trade Test Certificate				
Safety / SHEQ Officer. Proof of Safety Health and Environmental Qualification and SACPCMP registration				
Qualified Civil Engineer or Technologist or Technician. Proof of Professional registration is required				

Attach additional pages if more space is required

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

DATE:

CURRICULUM VITAE OF KEY PERSONNEL

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

K. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

(* = delete whatever is not applicable)

4. Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

.....

.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specifications as well as the OHS Act 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SIGNATURE:

DATE:

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

L. TENDERER'S BBEE VERIFICATION CERTIFICATE

Notes to tenderer:

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SIGNATURE:

DATE:

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

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

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

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

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

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

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

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

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

Labour category	Minimum number of jobs to be created	Tenderer's number of jobs to be created
Unskilled labour	10	

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

Name:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

O. TENDERER'S BANKING DETAILS

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

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

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

BANK NAME:										
ACCOUNT NAME: (e.g. ABC Civil Construction cc)										
ACCOUNT TYPE: (e.g. Savings, Cheque etc)										
ACCOUNT NO:										
ADDRESS OF BANK:										
BANK CONTACT PERSON:										
TEL. NO. OF BANK / CONTACT:										
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td><input type="checkbox"/></td> <td rowspan="4">(Tick which is appropriate)</td> </tr> <tr> <td>7-12 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	(Tick which is appropriate)	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>	(Tick which is appropriate)								
7-12 months	<input type="checkbox"/>									
13-24 months	<input type="checkbox"/>									
More than 24 months	<input type="checkbox"/>									

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Submit the following:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Q. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration. In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture. The cidb Joint Venture Calculator must be used to determine the grading of a Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

R. PROOF OF REGISTRATION OF THE BIDDER

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

S. CSD SUMMARY REPORT

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Central Supplier Database Supplier Number:

- Affix Proof of the National Treasury Central Supplier Database to this page
- (Full CSD required, not summary)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in the Moretele Local Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COIDA) (Act 130 of 1993).
3. The Nature of Business in the COIDA Letter of Good Standing should be relevant to electrical construction works.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

U. MBD 4: DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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Employer

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Witness 1

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Witness 2

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Contractor

--

Witness 1

--

Witness 2

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

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

3.8.1 If yes, furnish particulars.
.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

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

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

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

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

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

.....
 Signature

.....
 Date

.....
 Name of Bidder

.....
 Capacity of Signatory

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

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

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

YES/NO

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

.....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

YES / NO

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

2.2 If yes, provider particulars.

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

Not Applicable

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

YES / NO

3.1 If yes, furnish particulars

.....
.....

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

YES / NO

4.1 If yes, furnish the particulars

.....
.....

SIGNATURE:

DATE:

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

W. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 **To be completed by the organ of state**
- a) The applicable preference point system for this tender is the 80/20 preference point system.
 - b) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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 tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) /black ownership	--	5	--	
Points for 51% Women's Equity	--	5	--	
Points for black person with Disability	--	2.5	--	
Points for 51% owned Youth firm	--	5	--	
Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--	
Form not completed or submitted	--	0	--	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: DATE: ADDRESS:	
<input type="checkbox"/>	
Employer	

X. MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to **Moretele Local Municipality** in accordance with the requirements and task directives/proposals specifications stipulated in **Bid Number MLM/IDS/HML/W2/26-27** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

Employer

Witness 1

Witness 2

Con

C69

WITNESSES

1

2

DATE:

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

CERTIFICATION

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Z. MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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:

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

**MLM/IDS/HML/W2/26-27
INSTALLATION OF HIGH MAST LIGHTS IN WARD 2**

.....
(Tender Number and Description)

in response to the invitation for the tender made by:

Moretele Local Municipality
.....

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

I certify, on behalf of:..... that:
(Name of Tenderer)

I have read and I understand the contents of this Certificate;
I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender, on behalf of the tenderer.
For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
(a) has been requested to submit a tender in response to this tender invitation;
(b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
In particular, without limiting the generality of the preceding paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
(a) prices;
(b) geographical area where the products or services will be rendered (market allocation);
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not submit a tender;
(e) the submission of a tender which does not meet the specifications and conditions of the tender;
or
(f) tendering with the intention not to win the tender.
In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening and of the awarding of the contract.
I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or such tenderers may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Full name of Signatory

.....
Capacity of Signatory

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

VOLUME 3

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**PART T2
AGREEMENT AND CONTRACT DATA**

T2.1 General Conditions of Contract

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

**GENERAL CONDITIONS OF CONTRACT
July 2010**

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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 analysis
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13. Incidental services
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15. Warranty
16. Payment
17. Prices
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

34. 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 anything of value to influence the action of a public official in the procurement process or in contract execution.

"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally

1.5 "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,

1.6 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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- 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 consignee’s 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 supplies 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- 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 supplies 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 ancillaries 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 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

2. **Application** 2.1 These general conditions are applicable to all bids, contracts and orders **including** bids for functional and professional services, 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of

5.1 The supplier shall not, without the purchaser's prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information fur **and information**; nished 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 **inspection**. 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.

Employer

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Contractor

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Witness 2

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.

Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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.

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 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 a cashier's or certified cheque

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 in SCC.

Inspections,

8.1 All pre-bidding testing will be for the account of the bidder.
tests and analyses

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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.

Employer

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8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies 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 supplies 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 supplies 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 supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 and 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery

10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents the** terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

Employer

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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 in the SCC.

Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

Incidental 13.1 The supplier may be required to provide any or all of the following **services**, including additional services, if any, specified in SCC:

- performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- furnishing of tools required for assembly and/or maintenance of the supplied goods.
- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- 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
- 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 in SCC, 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:
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
in the event of termination of production of the spare parts:
Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
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

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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 in SCC.

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 in SCC 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 in SCC, 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 in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract

18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

19. Assignment

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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 contract 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

21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 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 supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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

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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

23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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;

if the Supplier fails to perform any other obligation(s) under the contract; or

if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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.

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.

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 intended penalty as not objected against and may impose it on the supplier.

Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.

If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
the name and address of the supplier and / or person restricted by the purchaser.
the date of commencement of the restriction
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.

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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

24.1 When, after the date of bid, provisional payments are required, or anti **and countervailing** dumping or countervailing duties are imposed, or the amount of a **duties and rights** 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 antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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

25. Force

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the **Majeure** 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

26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** 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

Employer

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27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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.

28. Limitation of

28.1 Except in cases of criminal negligence or wilful misconduct, and in **liability** the case of infringement pursuant to Clause 6; 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

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

29.1 The contract shall be written in English. All correspondence and other **language** documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable

30.1 The contract shall be interpreted in accordance with South African **law** laws, unless otherwise specified in SCC.

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

Employer

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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

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable **Industrial** to all contracts that are subject to the NIP obligation. **Participation (NIPP)**

1.4.1. **Restrictive practices** In terms of section 4 (1) (b) (iii) of the Competition Act No. an agree-ent 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 (or bid rigging).

34.2 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 the Competition Act No. 89 of 1998.

34 Prohibition of

34.3 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART T2

AGREEMENT AND CONTRACT DATA

Contract Data

SPECIAL CONDITIONS OF CONTRACT

The bid will be awarded subject to the following conditions:

- Awarding of the bid will be subject to the service provider's express acceptance of the general conditions of contract.
- The successful service provider shall, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this contract.
- The successful service provider agrees to keep confidential all records and information and not to disclose such records or information to any third party without the prior written consent of Moretele Local Municipality.
- The Moretele Local Municipality reserves the right to terminate the contract if there is clear evidence of non-performance and/or inability to deliver.
- Moretele Local Municipality reserves the right not to make any appointment.
- Any changes of staff member on-site it must be submitted to Moretele Local Municipality
- During the appointment phase until signing of the service level agreement, the service provider must ensure that, the following operating level performance is always adhered in order to ensure that the services shall be optimally rendered and always available.

Employer

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Witness 2

Contractor

Witness 1

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PART T2

1 AGREEMENT AND CONTRACT DATA

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

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CONTRACT

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C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

TENDER NO. MLM/IDS/HML/W2/26-27: INSTALLATION OF HIGH MAST LIGHTS IN WARD 2

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

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

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

Amount in
Words.....

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

R..... (in figures)

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

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

.....

Name: *(of signatory in capitals):*

.....

Capacity: *(of Signatory):*

.....

Name of Tenderer: *(organisation):*

.....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Address:

.....
.....

.....
.....

Telephone number: Fax number:
.....

Witness:

Signature:

Name: (in capitals):

Date:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B. ACCEPTANCE

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

The terms of the contract are contained in

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

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

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

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

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

Signature:

Name: (in capitals).....

Capacity:

Name of Employer (organisation)

a) Address:
.....

..

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Witness: Signature: **Name:**
.....

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C. SCHEDULE OF DEVIATIONS

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

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

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

Witness:

Signature:

Name:

Date:

Employer

Witness 1

Witness 2

Contractor

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:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

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C1.2.1.2.1 GENERAL.....	C9
C1.2.1.2.2 AMENDMENTS TO THE GCC 2015	C9

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

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

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

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

Add the following to the end of subclause 1.1:

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

SCC 4.1.1 Extent of Contractor’s obligations

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SCC 6.8.2 Application of Contract Price Adjustment Factor

Add the following to the end of subclause 6.8.2:

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

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

2 C1.2.2: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document but are available at the Contractor's expense. Each party to the contract shall purchase its own copy of the GCC 2015, available from South African Institution of Civil Engineering

Private Bag X200
Halfway House, 1685
South Africa
Tel: 27(0) 11 805 5947 /48 /53

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

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering), the following Contact Data apply 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.

CONTRACT SPECIFIC DATA

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

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
1.	GENERAL
Clause 1.1.1.5:	<i>Replace the contents of Clause 1.1.1.5 with the following:</i> The "Commencement Date" means the date on which the contractor receives written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
Clause 1.1.1.13:	The Defects Liability Period for the Works shall be 365 days.
Clause 1.1.1.14:	<i>Add the following to the end of this definition:</i> This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<p>agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p>The time for achieving Practical Completion is <u>four (4) months</u> from the Commencement date, including non-working days, special non-working days, and excluding Eskom connection activities.</p>
<p>Clause 1.1.1.15:</p>	<p>Name of Employer:</p> <p>Moretele Local Municipality is represented by: The Municipal Manager</p>
<p>Clause 1.1.1.16:</p>	<p>Employer’s Agent means any Director, Associate or Professional Engineer/ Technologist appointed generally or specifically by the management of the Employer to fulfil the functions of the Employer’s Agent in terms of the Conditions of the Contract.</p> <p>Name of Employer’s Agent: Benny Masemola of Jusben Consulting Engineers</p>
<p>Clause 1.2.1.2:</p>	<p>Address of Employer’s Agent:</p> <p>8A Market Street Polokwane City, Polokwane Limpopo 0699</p>
<p>Clause 1.1.1.26</p>	<p>The Pricing Strategy is Re-measurement Contract</p>
<p>Clause 1.2.1 ;</p>	<p><i>Add the following to the clause:</i></p> <p>1.2.1.3 Sent by facsimile, electronic, or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor’s address and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.</p>
<p>Clause 1.2.1.2:</p>	<p>The address of the Employer is:</p> <p>Moretele Local Municipality 4065 B, Mathibestad, Makapanstad 0404</p> <p>Private Bag X 367 Makapanstad 0404</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 1.3.6:	<p><i>Add the following new Clause:</i></p> <p>The copyright in all documents, drawings and records (prepared by the Employer’s Agent) related in any manner to the Works shall vest in the Employer or the Employer’s Agent or both (according to the dictates of the Contract that has been entered into by the Employer’s Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
Clause 3.1.3:	<p>The Engineer (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>3.1.3.1 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>3.1.3.2 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 R50 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>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4. Clause 4.1.1 as modified by SCC 4.1.1	<p>CONTRACTOR’S GENERAL OBLIGATIONS</p> <p>The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprise in terms of Part E: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is 10% of the monetary value by which the achieved monetary value falls short of the target monetary value.</p>
Clause 4.1.2:	<p><i>Add the following to the clause:</i></p> <p>The Contractor shall provide the following to the Engineer (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/ Technologist 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>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<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/ technologist), 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 dwg, dgn or dxf electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
<p>Clause 4.3.3:</p>	<p><i>Add the following new clause:</i></p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 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 date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
<p>Clause 4.3.4:</p>	<p><i>Add the following new clause:</i></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, 2003, 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>
<p>Clause 4.3.5:</p>	<p><i>Add the following new clause:</i></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>
<p>Clause 4.3.6:</p>	<p><i>Add the following new clause:</i></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</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	Construction Regulations, 2003 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.
Clause 4.3.7:	<p><i>Add the following new clause:</i></p> <p>The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour as amended, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
Clause 4.10.3:	<p><i>Add the following new clause:</i></p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
Clause 5.3.1:	<p><i>Add the following:</i></p> <p>The Contractor shall commence executing the Works within 28 days of the Commencement Date.</p> <p>The documents required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cash flow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Form C1.4 ‘Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993’ to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. Contractor’s Responsibilities in Part E of C3.3 Particular Specifications in the project specifications).
Clause 5.3.2:	<p><i>Add the following:</i></p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
Clause 5.4.2:	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
Clause 5.6.1:	<p><i>Add the following to the clause:</i></p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, 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 Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
Clause 5.7.1:	<i>Delete the last paragraph of the clause and replace with the following:</i>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<p>No such instruction by the Employer’s Agent to expedite progress shall be the subject of additional compensation to the Contractor 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>
<p>Clause 5.8.1</p>	<p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year-end break and the following statutory public holidays as declared by the National Government:</p> <p>New Year’s Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers’ Day, Youth Day, National Women’s Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.</p> <p>The construction industry year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.</p>
<p>Clause 5.12.3:</p>	<p><i>Delete the contents of the clause and insert the following:</i></p> <p>If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
<p>Clause 5.13:</p>	<p><i>Delete the contents of the clause and insert the following:</i></p> <p>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.</p> <p>The penalty for failing to complete the Works is 0,05% of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day.</p> <p>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:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>then the appropriate penalty for delay referred to in Clause 5.1.3.1 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>
<p>Clause 5.13.4:</p>	<p><i>Add the following new Clause:</i></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, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or • utilise 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 • utilise 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>
<p>Clause 5.16.3:</p>	<p>The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 6.1.1:	<p><i>Add the following to the clause:</i></p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
Clause 6.2.1:	<p><i>Add the following to this Clause:</i></p> <p>The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Employer’s Agent.</p>
Clause 6.8.2:	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The values of the coefficients for calculating the Contract Price Adjustment Factor are:</p> <ul style="list-style-type: none"> • a = 0.20 • b = 0.35 • c = 0.35 • d = 0.10 <p>The “Consumer Price Index” will be as for the province of North West for the area of Moretele Local Municipality.</p> <p>The base month is the month prior to the month in which the closing date for the tender falls.</p>
Clause 6.8.3:	<p>Price Adjustments for variations in the cost of special materials will be allowed. “The Contractor will be required to provide full details in Part 2 of the Contract Data”.</p>
Clause 6.8.4:	<p>In line 8 delete the words “between the Employer and the Contractor”.</p>
Clause 10.1.5:	<p>The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on plant not yet supplied to site is 0%.</p>
Clause 6.10.3:	<p>The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the first One Million Rand plus 1.6% of</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	the remaining amount of the tender offer excluding contract price adjustment, contingencies and VAT. A Retention Money Guarantee is permitted.
Clause 6.10.4:	In line 4 delete the word “said” and insert the word “correct”.
Clause 6.10.9:	<p><i>Replace the first sentence of the clause with the following:</i></p> <p>A retention of 10% shall be deducted from each and every payment certificate issued to the Contractor. Of the total amount retained, 5% shall be released upon achievement of Completion as certified by the Employer’s Agent, and the remaining 5% shall be released upon the issuance of the Final Approval Certificate, subject to the Contractor having fulfilled all contractual obligations. A Retention Money Guarantee may be provided in lieu of cash retention, subject to the Employer’s approval and acceptance of the guarantee instrument from a recognised financial institution.</p>
Clause 8.6.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>nil</u> . Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited. Liability insurance shall include a spread of fire risk.
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <u>R100 000.00 (one hundred thousand Rands only)</u> .
Clause 6.11.1.3:	Delete “15 %” and replace it with “25%”.
Clause 10.4.2, 10.7.1:	Failing Amicable Settlement, unresolved Disputes shall be referred to Arbitration.
<p>E1003 Refer to Part C3: Scope of Works, section C3.3 Particular Specifications, Part E: Small Contractor Development</p>	<p>CONTRACT PARTICIPATION</p> <p>Requirements in terms of the Reconstruction Development Programme.</p> <p>Target Values In this contract, the minimum target value shall be as follows:</p> <ul style="list-style-type: none"> • Labour Maximisation: 10% • ABE Support: 25% • HID Supervisory staff: 10% <p>The penalties for not reaching the required target values will be calculated at 20% of the difference between the set target values and the actual target values achieved by the contractor at the completion of the works.</p> <p>No bonuses for achieving the set target values are applicable.</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.2.2: CONTRACT DATA (Applicable to this contract)

PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract-specific data are applicable to this contract.

REFEREN CE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR
<p>1.</p> <p>Clause 1.1.1.9:</p> <p>Clause 1.2.1.2:</p>	<p>GENERAL</p> <p>Name of the Contractor: </p> <p>The contractor’s address for receipt of communication is: </p> <p>Telephone: </p> <p>eMail: </p>
<p>Clause 37.2.2.3</p>	<p>The percentage allowance to cover all charges for the contractor’s and subcontractor’s profits, timekeeping clerical work, insurance, establishment, superintendence and the use of hand tools is.....%</p>
<p>Clause 6.5.1.2.3</p>	<p>The percentage allowance on the net cost of materials actually used in the completed work is%</p>
<p>6.</p>	<p>PAYMENT AND RELATED MATTERS</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

<p>REFEREN CE</p>	<p>CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR</p>
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<p>Clause 6.8.3:</p>	<p>The Tenderer shall complete Table 1 below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials.</p> <p>The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price to be provided by the Tenderer is the ruling price on the first of the month prior to the month in which the closing date for the Tender falls.</p> <p>2.1.1.1.1.1.1.1.1 Table 1</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">SPECIAL MATERIALS</th> <th style="text-align: center;">UNIT*</th> <th style="text-align: center;">RATE OR PRICE FOR THE BASE MONTH</th> </tr> </thead> <tbody> <tr> <td>High Mast Structure</td> <td style="text-align: center;">each</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>LED Luminaire</td> <td style="text-align: center;">each</td> <td style="text-align: center;">.....</td> </tr> </tbody> </table> <p>* Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.</p> <p>Signed on behalf of Tenderer:</p>	SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH	High Mast Structure	each	LED Luminaire	each
SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH								
High Mast Structure	each								
LED Luminaire	each								

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

2.1.2 PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Employer’s Agent” means:

“Works” means:

“Site” means:

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

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

Amount in words:

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

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Witness signatory (2)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

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

.....

in his capacity as:

AND:

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

.....

in his capacity as:

duly authorised to sign on behalf of the Contractor.

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

Tender No. MLM/IDS/HML/W2/26-27: INSTALLATION OF HIGH MAST LIGHTS IN WARD 2

for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Thus signed at for and on behalf of the
CONTRACTOR

on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

..... 2.

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

the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

..... 2.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

2.1.3 C1.5: RETENTION MONEY GUARANTEE

PRO FORMA

2.1.4 RETENTION MONEY GUARANTEE

The Municipal Manager
Moretele Local Municipality
Private Bag X 367
Makapanstad
0404

b) Tender No. _____ FOR

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

ON BEHALF OF: (Hereinafter referred to as
“the Contractor”)

In connection with

Tender No. (Hereinafter referred to as “the
Contract”)

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

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

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

.....
.....

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
 - (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.
3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at such other address as the Employer shall in writing notify us.
 4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
 5. Our aggregate liability under this guarantee is limited to R
 6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
 7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of
.....

on this day of
.....

Signature:

Capacity:

Address:

As Witnesses:

1. Name in Block Letters ...

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

2. Name in Block Letters

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3 C1.6: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY

(To be completed during construction by successful Tenderer only)

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

.....

Tender No: For (contract title)

.....

.....

.....

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

..... of (name of Contractor)

.....

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

.....

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

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

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

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

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

--	--	--	--	--	--

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

Witnessed by: Date:
.....

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

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

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

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

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

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- Rate:** The payment per unit of measurement at which the Tenderer tenders to do the work.
- Amount:** The product of the quantity and the rate tendered for an item.
- Lump Sum:** An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE SCHEDULE

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

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

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

5. PRICING OF THE SCHEDULE OF QUANTITIES

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

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

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

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

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

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

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

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

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

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

6. CORRECTION OF ENTRIES

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

7. INTERIM PAYMENTS

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

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

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

8. UNITS OF MEASUREMENT

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

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

9. CONSISTENCY OF RATES

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

A tender will be considered out of balance if:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

B13.01 The contractor's general obligations:

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C2.2. SCHEDULE OF QUANTITIES

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/IDS/HML/W2/26-27

THE INSTALLATION OF HIGH MAST LIGHTS IN WARD 2

PRELIMINARY AND GENERAL								
ITEM		DESCRIPTION	UNIT	QTY	RATE (R.)		AMOUNT (R.)	LC
A	LIC	Facilities of the Contractor						
A1.1		Allow for site establishment for providing and erecting a fenced 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	R	-	R -	
B		Guarantees and Insurances						
B1.1		The total cost of the insurance and guarantees of the works in accordance with the General Conditions of Contract.	Sum	1	R	-	R -	
C		Compliance with Statutory Rights						
C1.1		All work to ensure compliance with the provisions of the OSH Act 85 of 1993 and Construction Regulations 2014 as published in the Government Gazette. This item shall include all costs to provide a safety plan including monitoring, auditing thereof, as well as reporting to the Employer's Agent, on a regular basis.	Sum	1	R	-	R -	
C1.2		All work to ensure compliance with Environment Management Plan and Environmental Management Act	Sum	1	R	-	R -	
D		General Liabilities						
D1.1		Total price for all General Liabilities and items not specified provided elsewhere, but necessary for the satisfactory completion of the project.	Sum	1	R	-	R -	
E		Clearing of Site						
E1.1		Allow for clearing of the site, removal of rubbish, scrap material etc, on completion of the Project.	Sum	1	R	-	R -	
F		Climate Conditions						

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

F1.1	Allow for expenses that may occur due to rain and other climatic conditions. (Tenderers must consult with the weather Burro on average and expected climatic conditions at the site since the completion date of the Contract cannot be extended).	Sum	1	R	-	R	-
G	Permits and Notices						
G1.1	Supply the project signboard as per municipal standards, erect it on site, and maintain it throughout the construction duration.	Sum	1	R	-	R	-
CARRIED FORWARD						R	

BROUGHT FORWARD						R	
H	Costs - General						
H1.1	Loading and offloading of materials on site	Sum	1	R	-	R	-
H1.2	Programming of work and cash flow	Sum	1	R	-	R	-
H1.3	Submission of 3 sets of shop drawings for approval by the Employer's Agent	Sum	1	R	-	R	-
H1.4	Submission of 3 sets of as-built drawings and project record files in accordance with the Employer's Agent checklist on completion of the project	Sum	1	R	-	R	-
H1.5	Liaison with Authorities, opportunities to cooperate with others on-site	Sum	1	R	-	R	-
I	LIC Costs - Administrative						
I1.1	Supervision for the duration of construction	Month	6	R	-	R	-
I1.2	Site Security as per works information	Month	6	R	-	R	-
I1.3	Plant and equipment	Month	6	R	-	R	-
I1.5	Running costs, eg telephone, water, sanitation, electricity, etc	Month	6	R	-	R	-

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

TOTAL FOR SECTION 5 CARRIED FORWARD TO SUMMARY							R
ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE (R.)	AMOUNT (R.)	LC
6		HIGH MAST LIGHTING					
		Hot dip galvanized high mast for 30m mounting height complete including luminaire carriage, hoisting mechanism, etc. mounted on concrete foundation measured elsewhere.					
6.1		Supply	No	8	R -	R -	
6.2		Install	No	8	R -	R -	
		250W LED Floodlight luminaires suitable for high masts, same or similar to OMNIstar-md					
6.3		Supply	No	72	R -	R -	
6.4		Install	No	72	R -	R -	
		400W LED Floodlight luminaires suitable for high masts, same or similar to SpectraLED-Gen2					
6.5		Supply	No	Rate	R -	Rate Only	
6.6		Install	No	Rate	R -	Rate Only	
6.7		Supply spares (same specification as item 5.3)	No	8	R -	R -	
6.8		Supply spares (surge protection SPC3/230/10K for item 5.3)	No	8	R -	R -	
		High mast distribution board is complete as specified and installed behind the access door inside the mast, including internal equipment, photocell, etc.					
6.9		Supply	No	8	R -	R -	
6.10		Install	No	8	R -	R -	
		Hydraulic power tool with remote control, to drive the winch					
6.11		Supply	No	1	R -	R -	
6.12		Install	No	1	R -	R -	
		Portable single drum raising and lowering device (winch) complete with stainless steel rope and winch handles.					
6.13		Supply	No	1	R -	R -	
6.14		Install	No	1	R -	R -	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

		5 pin, 16A test lead as specified for testing floodlight luminaires at ground level.						
6.15		Supply	No	1	R	-	R	-
6.16		Install	No	1	R	-	R	-
		Lightning arresters (on top of the mast)						
6.17		Supply	No	8	R	-	R	-
6.18		Install	No	8	R	-	R	-
6.19		FAT Certificate of Compliance in terms of the SANS specifications	No	8	R	-	R	-
TOTAL FOR SECTION 6 CARRIED FORWARD TO SUMMARY							R	
ITEM		DESCRIPTION						
7	LIC	QUALITY CONTROL TESTING	UNIT	QTY	RATE (R.)	AMOUNT (R.)	LC	
		Determine soil resistivity before and after the installation of the earth mat. Make test results available to the Employer's Agent.						
7.1		Supply	No					
7.2		Install	No	8	R	-	R	-
		Perform soil-bearing pressure/ soil density tests for each mast prior to casting the concrete base to ensure that the soil load-bearing conditions are suited to the specific concrete base design. Make test results available to the Employer's Agent.						
7.3		Supply	No					
7.4		Install	No	8	R	-	R	-
		Perform concrete cubes test by an independent laboratory and make test results available to Employer's Agent. Only tests that have passed will be paid for.						
7.5		Supply	No					
7.6		Install	No	8	R	-	R	-

Employer
 Witness 1
 Witness 2
 Contractor
 Witness 1
 Witness 2

	NET TOTAL OF TENDER	R
	ADD CONTINGENCIES 5% OF NET TOTAL	R
	TENDER AMOUNT (EXCLUSIVE)	R
	CONTRACT PRICE ADJUSTMENT PROVISION	R 0.00
	ALLOWANCE FOR VAT AT 15%	R
	TOTAL CARRIED FORWARD TO FORM OF OFFER (C1.1)	R

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART 3

SCOPE

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C3: SCOPE OF WORK

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C3.1: STANDARD SPECIFICATIONS

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- SANS 15614-1 - Specification and qualification of welding procedures for metallic materials Welding procedure test Part 1: Arc and gas welding of steels and arc welding of nickel and nickel alloys
- SANS 17660-1 - Welding - Welding of reinforcing steel Part 1: Loadbearing welded joints
- SANS 17660-2 - Welding - Welding of reinforcing steel Part 2: Non-loadbearing Welded Joints
- SANS 50025 -Hot rolled products of structural steels
- SANS 60439-3 - Guidelines for quality management system documentation AWS D1.1 -Structural Welding Code – Steel
- SANS 1091 -National Colour Standard
- SANS 1250 -Capacitors
- SANS 1266 -Ballasts
- SANS 475 -Luminaires: Performance requirements
- SANS 60529 - Degrees of Protection provided by Enclosures (IP Code)
- SANS 60598-1 -Luminaires: Part 1. General Requirements and Tests
- SANS 60598-2-5 - Luminaires: Part 2-3. Particular requirements – Floodlights
- SANS 60662 -High-Pressure Sodium Vapour Lamps
- SANS 60923 -Auxiliaries for Lamps (Ballasts)
- SANS 60927 -Auxiliaries for Lamps (Starting Devices)
- SANS 61048 -Auxiliaries for Lamps (Capacitors)
- SANS 61049 -Capacitors (Performance requirements)
- SANS 61347 - Lamp Control Gear: Part 1. General and Safety requirements
- SANS 215 - Limits and methods of measurement of radio disturbance characteristics of electrical lighting and similar equipment
- SANS VC 8011 -Lampholders
- ARP 035 - Guidelines for the installation and maintenance of street lighting

4 **C3.2: PROJECT SPECIFICATIONS**

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

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C3.2: PROJECT SPECIFICATIONS

PART A: GENERAL

1. DESCRIPTION OF THE WORKS

1.1 Location of the Works

The project is located as shown on the locality plan bound into this document in Section C4.1 of the Site Information.

1.3 Overview of the works

The project entails the installation of high mast lights in WARD 2 at several points in the village. The leading activities to be undertaken by the contractor will include, the supply, delivery to the site and erecting of masts, construction of earthworks, layer works, installation and aiming of luminaires, testing and commissioning.

1.4 Extent of the Works

1.4.1 The extent of construction will include but not be limited to:

- (a) Establishment of Contractors Site Camp.
- (b) Proving, exposing, and relocating various electricity, fence lines, water, and sewer services.
- (c) Setting out
- (d) Soil selection, excavation, earthworks, and 'earth mat installation
- (e) Installation of the area lights control unit and/or pole top boxes
- (f) Laying of low voltage cables, earth wire, and associated terminations
- (g) Eskom connections
- (h) Installation of high mast lighting structures
- (i) Test and commissioning including issuing of a certificate of compliance.
- (j) Finishing the roadway to facilitate "limited maintenance" such as cutting-back existing vegetation for the improvement of sight distances and treatment to the shoulder edges for the prevention of silt build-up and improved run-off conditions.

1.5 Detailed Description of the Works

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

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

1.5.1 Temporary Works

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

1.5.2 The Works

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The works will consist of:

- The installation of eight (8) high mast lights

1.5.3 Quantities

The leading quantities of the permanent works to be constructed are approximate as follows:

- 30m high mast lights 8
- 250W LED lighting fixtures 8 x 9

1.5.4 Accommodation of traffic

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

1.5.5 Accommodation of other contractors

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

1.5.6 Ancillary works

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

1.5.8 Existing services

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

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

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

- Electrical and Telephone Poles
- Water Mains
- Fence Lines

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- Water and sanitation services

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

1.5.10 Environment

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

1.5.11 Labour

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

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

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

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

1.5.12 Labour-intensive construction methods

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

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

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

1.6 Temporary Works

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

1.7 Maintenance of the Works during the construction period

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

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

1.8 Testing of materials

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Process control

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

Acceptance control

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

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

1.9 Power supply and other services

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

1.10 Construction in confined areas

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

1.11 Contractor's campsite

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works. No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for (The contractor's general obligations).

1.12 Additional requirements for construction activities

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

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

1.13 Construction programme

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- (7) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PRELIMINARY CONSTRUCTION PROGRAMME

ACTIVITY	Duration	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
	(Days)						
1	Contract award (execution contractor)						
2	Compliance with the conditions of the contract						
3	Site clearance establishment						
4	Pegging out works and soil selection						
5	Supplier's design and approval by employer's agent						
6	Excavation, compaction, and earthing						
7	Concrete foundation and plinth, including soil and concrete cube tests (including curing period)						
8	Equipment manufacturing						
9	Assemble and erect the masts						
10	Installation of distribution boards						
11	Installation and aiming of lighting fixtures						
12	Equipment numbering						
13	Eskom connection activities						
14	Excavation and low voltage cabling and earthing						
15	Tests and commissioning (including issuing of COC)						
16	Survey as-built drawings, and compilation of the as-built package						
17	Final inspection						
18	Snag list clearance						
19	Reaching practical completion						
20							
EXPECTED CASH FLOWS	(in Rands)	R	R	R	R	R	R

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

2. DRAWINGS

The drawings listed in the table below were prepared and issued by the Employer for tendering purposes. They are issued separately to this document and must be regarded as provisional and preliminary for Tenderers to generally assess the scope of work. The characters in the “Rev. No.” column below indicate the revision status of these drawings.

At the commencement of the contract, the Employer’s Agent shall deliver to the Contractor three complete sets of A0-A1 paper print drawings copies for construction purposes and any instructions required for the commencement of the works. These A0-A1 paper prints are issued free of charge and the Contractor shall make any additional prints he may require at his own cost. Further drawings detailing some aspects of the contract will be issued after Contract Commencement. From time to time thereafter during the progress of the works, the Employer’s Agent will issue further drawings as may be necessary for adequate construction, completion, and defects correction of the works. The work shall be carried out in accordance with the latest revision.

Any information in the possession of the Contractor which the Employer’s Agent requires to complete the as-built drawings shall be supplied to the Employer’s Agent before a certificate of completion shall be issued. Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Employer’s Agent. The Employer’s Agent shall supply all figures/dimensions omitted from the drawings.

Version	Discipline	Drawing Title	Scale	Sheet Size
0.0	Electrical	General Arrangement	1:10000	A0
0.0	Electrical	Single line Diagramme	NTS	A3
0.0	Electrical	High Mast Foundation Details	1:25	A3
0.0	Electrical	Contract Name Board	1:10	A1
0.0	Electrical	Engineer's Camp Floor Plans	1:25	A1
0.0	Electrical	Engineer's Camp Photos	NTS	A1

The levels given on the drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Employer’s Agent for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Employer’s Agent of any discrepancies.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3. **PROCUREMENT**

3.1 **Preferential procurement procedures**

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

4. **CONSTRUCTION**

4.1 **Applicable SANS 2001 standards for construction work**

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

4.2 **Applicable national and international standards**

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

4.3 **Particular / generic specifications**

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

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

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

4.4 **Certification by recognized bodies**

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

4.5 **Plant and materials provided by the Employer**

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

5. **MANAGEMENT**

5.1 **Applicable SANS 1921 standards**

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

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

5.1.1 Additional clauses

5.1.1.1 Site meetings and procedures

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

5.1.1.2 Water and electricity

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

Specification data associated with SANS 1921-6	
Clause No.	Essential data
4.2.1(a)	A qualified service provider is one that is an accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel. 011 265 5900), Health and Welfare

Employer

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	SETA (HWSETA) (011 622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four monthly intervals throughout the duration of the contract.

5.1.2 Additional clauses

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

5.2 Recording of weather

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

5.3 Unauthorised persons

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

5.4 Management meetings

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

5.5 Forms for contract administration

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

5.6 Electronic payments

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

5.7 Daily records

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

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

5.8 Payment certificates

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

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5.9 Permits

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

5.10 Proof of compliance with the law

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C3.2: PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

1. Luminaires

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

The luminaire shall be installed on high masts with a stirrup bracket to retrofit 400W HID one to one. The luminaire shall be equipped with LED and 250W with a nominal flux of 36058lm. The luminaire shall be equipped with the LensoFlex® photometric system to ensure that the specific requirements of high mast lighting is met.

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

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

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

The lifetime of the LEDS @ TQ 25°C shall be rated 100,000h - L70B10, the driver shall be rated 100,000h $\leq 10\%$ failure rate.

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

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

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

- a. Nominal flux output of luminaire
- b. Isolux diagram.
- c. Luminous density diagram.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- d. Complete drawings of fittings.
- e. Origin and manufacture.
- f. Availability of spares.
- g. Suppliers of luminaries.
- h. Photometric design

System Design
9 x Luminaires 250W LED per structure with a nominal flux of 36058lm
30m Mast
300m Spacing
Required minimum lux level of 0.1lx

2. Construction of the Mast and Dimensions

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

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

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

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

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

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

Working Loads

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

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

The proposed mast shall carry at its top 9 x 250W LED Floodlights evenly around its circumference.

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

3. Canopy

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

4. Raising and Lowering Device

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

5. Hoisting Unit

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

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

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

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

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

6. Hydraulic Power Tool

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

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

7. Access Opening

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

A doorframe shall reinforce the opening in the mast.

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

8. Corrosion

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

9. Hydraulic Power Tool

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

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

A fully enclosed IP30 distribution board shall be provided for mounting inside each mast, containing of the equipment depicted on the single-line diagram approved by the Employer's Agent.

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

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

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

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

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

10. Foundations

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

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

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

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

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

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

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

11. Hydraulic Power Tool

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

12. Earthing And Lightning Protection

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

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

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

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

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

At the base and at the top of the mast, a M12 stainless steel or brass stud shall be welded or brazed to the main body of the mast in a readily accessible position. The luminaires shall be individually bonded to earth terminals in the junction box at the mast head (for more than two luminaires), which terminals shall, in turn, be bonded to the earth stud on the mast body by means of a 10,0mm² green insulated cable. This stud shall be easily accessible to loosen the earth wire for testing purposes.

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

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

13. Delivery and Erection of Masts

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The transportation to site, off-loading and erection of lighting masts forms part of this contract. The Contractor is to make his own arrangements regarding the load, off-load, transport and the selection of a suitable route and obtain the approval of the relevant authorities to transport an abnormal load along the selected route.

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

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

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

14. Labelling of the Masts

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

15. Cable Access

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

16. Eskom Service Connection

Eskom will use its reasonable endeavours to furnish the Moretele Local Municipality with a reliable and continuous bulk supply of electricity and maintain the quality of supply at the Point(s) of Delivery in compliance with the requirements prescribed in part 2 of NRS 048. The requirements of part 2 of NRS 048 define the voltage quality that shall be supplied under normal circumstances (as defined in part 2 of NRS 048). In accordance with NRS 048 it is incumbent on the Municipality to design and operate its distribution system so that its distribution system will function normally within these requirements.

The contractor shall submit an application to Eskom for the Eskom connection via a dedicated 25kVA or 16kVA "ToL" transformer complete with a meter kiosk housing a smart meter inside. This shall include all relevant strengthening work that is deemed necessary by Eskom which include but not limited to:

- Erecting or extending the MV and /or LV line
- Labelling the infrastructure
- Earthing as per (D-DT-0627, Rev.7)

The 16mm² PVC SWA cable core of the service cable shall be used to supply the high mast lights. The metering kiosk shall be secured to the pole stainless steel strapping. The cable shall be protected by a steel downpipe to avoid theft.

17. Test and Commissioning

The following tests and inspections are required at the commissioning stage:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

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

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

18 Lighting Schedule

The below schedules shall be completed, signed, and returned with the bid documents of which it forms part.

Technical Specification – High Mast Lights

Schedule A: Specific requirements of the Employer;

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Schedule B: Particulars of equipment to be supplied

1	2	3	4
Item	Description	Schedule A	Schedule B
1	Service conditions		
	General		
	a) Ambient air temperature (average) °C	-5 to +40	
	b) Altitude m	1 800	
	c) Average humidity %	95	
	e) Level of pollution to which equipment will be subjected (i.e. light, heavy or very heavy)	Medium	
	f) Lightning conditions	Yes	
2	When erection is required		
	a) Access to the site	Road	
	b) To be offloaded from transport by supplier?	Yes	
	c) Crane available for offloading?	No	
	d) Distance from offloading point to operating position m	xxxxxxx	
	e) Nature of ground to be traversed	Soft earth	
	f) Rise to fall m	xxxxxxx	
	g) Erection prepared steel support structures	Yes	
	h) Construction power supply available if applicable Vac	Yes	
	f) Place of manufacture, NOT assembly, of components	South Africa	
	g) Assembly and testing of the entire equipment	ISO 9001	
3	System Information		
	a) Structure life expectancy years	50	
	b) Luminaires per light No	9	
	c) System anatomy hours/day	12	
	d) System capacity per high mast kW	2.25	
	e) Average coverage (@min 0.2 lux) diameter (m)	300	
	f) Power factor	>0.95	
4	Poles		
	a) Name of Manufacturer	xxxxxxx	
	b) Country of Origin	South Africa	
	c) Height m	30	
	d) Thickness	xxxxxxx	
	e) Wind speed withstand capability km/h	144	
	f) Material	Anti-corrosive steel	
5	Luminaires		
	a) Name of Manufacturer	xxxxxxx	
	b) Country of Origin	South Africa	
	c) Type of luminaire	LED (80)	
	d) Nominal flux at Tq of 25 °C?	xxxxxxx	
	e) Luminaire installation inclination angle	xxxxxxx	
	f) Luminaire Rating norminal flux (lm)	36058	
	g) Rated wattage W	250	
	h) Class and type of luminaire of IEC 60598-1 and enclosed	Class 1	
	i) Colour temperature	4000K (neutral white)	
	j) Luminaire efficacy	xxxxxxx	
	k) Colour rendering index	70 (minimum)	
	l) Lighting design standard	SANS ARP 035	
	m) Lumen Depreciation of the LED 60,000 hours (min.)	80% of initial lumens	
	n) LED Module, driver and power supply compartments	IP66	
	o) Material of the LED luminaire housings	Aluminium Grade LM 6	
	p) Hot dip galvanising all ferrous components	SANS 121	
	q) Steel grade for toggle clips, bolts, screws, nuts & washers	Grade 304	
6	Miscellaneous		
	a) Guarantee/ Warranty period years	50	
	b) Required period for spares years	1	
	c) Hydraulic power tool, winch and test lead	Yes	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION	C67
PART D: OHSA 1993 HEALTH AND SAFETY SPECIFICATION	C71
PART E: SMALL CONTRACTOR DEVELOPMENT.....	C77

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C3.3 PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

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

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

C.2 Training and Induction of Employees

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

C.3 Complaints Register and Environmental Incident Book

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

The following information must be recorded:

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

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

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

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

C.4 Site Cleanliness and Neatness

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Location of a construction camp is to be approved by the Employer's Agent and is to be restored to its previous condition after completion of construction.

The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.

All materials, equipment, plant and vehicles must be stored within the construction camp.

A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.

Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).

Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.

Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 Dust Control / Air Quality

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

C.8 Fauna

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

C.9 Fire Prevention and Control

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

C.10 Grave Sites

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C.11 Materials Handling and Spills Management

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

C.12 Noise

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

C.13 Pollution Control

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

C.14 Rivers and Streams

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C.15 Safety

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

C.16 Soil Management

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

C.17 Worker Conduct

Code of Conduct for Construction Personnel:

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

C.18 Traffic Disturbances and Diversions

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

C.19 Vegetation

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

C.20 Waste Management

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

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Witness 2

Contractor

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Witness 2

4.1.1.1.1.1.1 C3.3 PARTICULAR SPECIFICATIONS

PART D: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

D1. SCOPE

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

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

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

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

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

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

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

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

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

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

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

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

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

D2. DEFINITIONS

For the purpose of this contract the following shall apply:

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

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

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

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

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D3. TENDERS

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

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

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

D4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

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

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

D5. HEALTH AND SAFETY PLAN

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

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

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

D6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

D6.1 Appointments

The Contractor shall appoint in writing all employees.

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

D6.2 Health and safety induction training

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

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

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

D6.3 Medical certificate of fitness

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

D7. APPOINTMENT OF SAFETY PERSONNEL

D7.1 Construction manager

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

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

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

D7.2 Construction health and safety officer

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

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

D7.3 Construction supervisor

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

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

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

D7.4 Health and safety representatives

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

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

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

D7.5 Health and safety committee

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

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and

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the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

D7.6 Competent persons

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

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

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

D8. RECORDS AND REGISTERS

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

D9. CONTRACTOR'S RESPONSIBILITIES

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

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

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

D10. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the

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health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Safety appointments

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

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

(b) Records and registers

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

(c) Medical certificates

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

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C3.3 PARTICULAR SPECIFICATIONS

PART E: SMALL CONTRACTOR DEVELOPMENT

E1001 SCOPE

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

E1002 DEFINITIONS AND APPLICABLE LEGISLATION

(a) Definitions

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

Contract Participation

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

Contract Participation Goal (CPG)

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

Contract Participation Performance (CPP)

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

Targeted Enterprise

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

(b) Applicable Legislation

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

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

E1002 CONTRACT PARTICIPATION

(a) Objective

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

(b) Contract Participation Targets

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

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

(c) Contract Participation Goal (CPG)

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

CPG = final contract value (excluding VAT) x (target % set by the Employer for Targeted Enterprises).

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

(d) Contract Participation Performance (CPP)

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

CPP = total value (excluding VAT) of contribution by Targeted Enterprises

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

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

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

Penalty = 10% of the monetary value by which the achieved monetary value (CPP) falls short of the target monetary value (CPG)

= 10% of (CPG – CPP)

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

(e) Accredited Registration

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

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(f) Record Keeping

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

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C4: SITE INFORMATION

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C4.1 LOCALITY PLAN

The Township in question is located under Moretele Municipality which falls within the jurisdiction of Bojanala Platinum District Municipality, in the North West Province. For reference purposes, the Townships will be referred to as Mogohlwaneng WARD 2.

5 Demographics information

WARD 2 (Mogohlwaneng) is located in Moretele Local Municipality, within the province of North West. (GPS coordinates: 25°03'29.2"S 28°11'38.0"E).

Population base: Predominantly rural (~88%); ~99% Black Africans; language dominance in Setswana (~52%).

Households: ~52,000 with ~3.6 average members.

Water access: ~70% of households have access; ~6,000 still unserved.

Sanitation: The Majority use pit latrines; only ~5.7% are connected to flush toilets.

Climate Conditions

WARD 2, located within the Moretele Local Municipality in the North West Province of South Africa, experiences a semi-arid climate, classified under the Köppen system as BSh (semi-arid steppe). The area is characterized by hot, wet summers and cool, dry winters. Average summer temperatures range from 28 °C to 34 °C, particularly between December and February, with regular occurrences of afternoon thundershowers. These rainfall events are often intense and contribute to the majority of the annual precipitation, which varies between 400 mm and 700 mm per year. Winter months, extending from June to August, are dry with daytime temperatures between 16 °C and 22 °C, while nighttime temperatures can drop to near freezing, occasionally resulting in light frost.


The region enjoys abundant sunshine year-round, with high levels of solar radiation and extreme UV indices, especially in the summer months. This climate profile necessitates careful planning in terms of construction programming, particularly for earthworks, concrete curing, and outdoor activities that are sensitive to moisture levels and temperature variations. Provisions should be made to mitigate the effects of heat stress on personnel and to prevent weather-related delays during peak rainfall periods.


Soil Type


The soil profile in WARD 2 predominantly comprises sandy loam to sandy clay loam soils, underlain in some areas by compacted calcareous material or lateritic subsoils. These soils are generally well-drained but have moderate to low water-holding capacity, which may affect vegetation growth and stormwater infiltration if not properly managed. The topsoil is typically loose to moderately compacted, with a light brown to reddish-brown hue, indicating the presence of iron oxides common in semi-arid zones.

Due to its texture, the soil is susceptible to erosion, particularly during high-intensity summer rainfall. Construction activities must therefore include erosion control measures such as silt fences, sediment traps, and phased excavation. Soil compaction may also be necessary to ensure structural stability for foundations and roadworks, especially in areas with deeper sandy profiles. Prior to construction, geotechnical investigations are advised to confirm bearing capacity and to determine the suitability of in-situ materials for use in fill, sub-base, or platform layers.


C4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS



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A project notice board, constructed in accordance with the details provided, is to be provided by the Contractor as part of the contract and erected in the position indicated by the Employer's Agent on site. The wording shall be approved prior to signwriting. The board shall remain in place until the end of the defects liability period at which time it shall be removed by the Contractor.

5.1 T2.3 Terms of Reference

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5.2 TERMS OF REFERENCE

INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 15 COMMUNITY HALL (TURNKEY CONTRACT)

1. PURPOSE

The project entails the installation of high mast lights in WARD 2 at several points in the village. The leading activities to be undertaken by the contractor will include, the supply, delivery to the site and erecting of masts, construction of earthworks, layer works, installation and aiming of luminaires, testing and commissioning.

2. BACKGROUND

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

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

1.5.1 Temporary Works

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

1.5.2 The Works

The works will consist of:

- The installation of eight (8) high mast lights

1.5.3 Quantities

The leading quantities of the permanent works to be constructed are approximate as follows:

- 30m high mast lights 8
- 250W LED lighting fixtures 8 x 9

3. AIMS AND OBJECTIVES

The objective of Moretele Local Municipality is to appoint a Service Provider capable of delivering the project in a manner that ensures quality, cost-efficiency, compliance, and

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long-term sustainability. The Municipality requires a solution that integrates design and construction under one contractual arrangement to streamline implementation, accountability, and coordination.

The selected service provider must manage the full project lifecycle, including obtaining all necessary municipal and regulatory approvals prior to and during construction. This includes the preparation and submission of a comprehensive technical report in accordance with the requirements of the Municipal Infrastructure Grant (MIG) programme. The technical report must align with MIG guidelines and support the successful registration of the project for MIG funding.

Given that this is a greenfield development and the final site selection is yet to be confirmed, the service provider will be required to provide professional input into site identification, suitability assessments, and preliminary planning. All planning activities must account for future statutory approvals, environmental considerations, service connections, and land use compliance.

The Municipality further expects the service provider to strictly comply with all applicable legislation, including the Municipal Finance Management Act, occupational health and safety regulations, environmental and land development regulations, and relevant SANS quality standards throughout project implementation.

The Municipality seeks a capable and professional turnkey partner to deliver infrastructure that addresses the functional needs of the community, satisfies regulatory and funding requirements, and achieves long-term value through sustainable and compliant development.

4. SCOPE OF WORK/ DELIVERABLES

The leading quantities of the permanent works to be constructed are approximate as follows:

- 30m high mast lights 8
- 250W LED lighting fixtures 8 x 9

5. REQUIRED PERSONNEL

- The appointed service provider based on the rate provided by the Municipality will then be appoint local labourers.

6. GENERAL REQUIREMENTS

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

- (8) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).

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- (9) Working days lost due to abnormal rainfall shall be treated as set out in clause B1215.
- (10) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- (11) Construction activities must comply with all the specified environmental requirements including the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (12) Construction activities must comply with all the specified health and safety obligations including the requirements of Part E: OHS Act 1993 Health and Safety Specification contained in section C3.3 Particular Specifications. This shall include Covid 19 Protocols.
- (13) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- (14) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.

7. PROJECT PERIOD

- The project will be executed over a period of six months effective from the date of the signing of the contract.

8. COMPULSORY BRIEFING

The compulsory briefing will be conducted on the **11th June 2026 @ 10h00 PM** at Moretele Local Municipality Hall, situated at 4065 B Mathibestad.

Original proposals need to be hand-delivered or couriered and deposited in the tender box at the following address clearly marked the bid number and description on or before the closing date and time: **06 July 2026 @ 12h00 PM.**

Physical Address:

Moretele Local Municipality
4065B Mathibestad

Postal Address:

Moretele Local Municipality
Private Bag X 367
MAKAPANSTAD
0404

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



Employer



Witness 1



Witness 2



Contractor



Witness 1



Witness 2