

# UMZIMVUBU LOCAL MUNICIPALITY PROVINCE OF THE EASTERN CAPE



**UMZIMVUBU**  
LOCAL MUNICIPALITY

## INFRASTRUCTURE & PLANNING DEPARTMENT

INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

**CONTRACT No.: UMZ/2025-26 /INFRA/MIG/007**

**@**

**KWABHACA**

**Bidder**

**Name:** .....

**CRS Number:** .....

**Total of the prices inclusive of value added tax: R** .....

***BIDDER'S CLOSING AT THE OFFICES OF: UMZIMVUBU LOCAL MUNICIPALITY OFFICES KWABHACA AT 12H00 on 09 July 2025***

Documents are to be delivered by hand in the tender box as no faxed copies will be acceptable; the box is situated at 'Reception' of Umzimvubu Municipality, **Dabula Street , Kwabhaca.**

***NO LATE SUBMISSION WILL BE CONSIDERED***

Issued and by:  
UMZIMVUBU LOCAL MUNICIPALITY  
DABULA STREET  
MOUNT FRERE  
5010

Technical Inquiries:  
Mr P Gamedala – Project Management Unit : Manager  
e-mail : Gamedala.philwe@umzimvubu.gov.za  
Phone. : +27 (0) 39 255 8552

Municipal Manager : G.P.T. Nota  
Telephone : 039 – 255 8500



## APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE INSTALLATION OF STREETLIGHTS IN KWABHACA

### UMZIMVUBU LOCAL MUNICIPALITY

CONTRACT NO. UMZ/2025-26 /INFRA/MIG/007

FOR

INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

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**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA  
DOCUMENT CHECKLIST**

This document checklist is provided to assist the tenderer.

	ITEMS	CHECKED
1	Returnable Schedules in Section T2.2	<input type="checkbox"/>
2	Correct Tender Offer carried forward to <b>Form of Offer and Acceptance</b> and the Form of Offer duly completed and signed.....	<input type="checkbox"/>
3	Schedule of Quantities:	
i)	Completed in <b>BLACK INK</b> only.....	<input type="checkbox"/>
ii)	Corrections crossed out and initialled .....	<input type="checkbox"/>
4	Contract specific data provided by the Contractor .....	<input type="checkbox"/>

INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

**T1: TENDERING PROCEDURES**

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**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA**

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

## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

67 Church Street, Mt Ayliff, 4735  
 Tel: +27 (0)39 254 6000  
 Fax: +27 (0) 39 255 0167  
 Web : www.umzimvubu.gov.za



813 Main Street , Mount Frere  
 P/ Bag 9020, M t Frere , 5090  
 Tel: +27 (0)39 255 8500 /166  
 Fax: +27 (0) 39 255 0167

**UMZIMVUBU**  
 LOCAL MUNICIPALITY

**ADVERT DATE: 18 June 2025**

Bidders are hereby invited to submit their tenders for the following capital project:

Project Name	Contract Number	CIDB Grading	Ward	Briefing Date	Briefing Venue	Closing date
INSTALLATION SOLAR OF STREETLIGHTS IN KWABHACA	UMZ/2025-26/INFRA/MIG/007	3 EP or Higher	18	30 June 2025	KWABHACA Municipal Offices@10H00 am	09 July 2025

**MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL RESULT IN THE BID BEING DEMEED TO BE NON RESPONSIVE.**

Umzimvubu Local Municipality Supply Chain Management policy will apply. A confirmation from SARS with a verification pin, Copy of company Registration/Founding Statement/CIPC Document. 80/20 where 20 points will be allocated to **specific goal 4 points for companies with 50% and above owned by youth, 4 points for 50% and above Female ownership 4 points for 100% Black ownership, 4 points for people living with disability and 4 points for Umzimvubu Local Municipality based Suppliers.** Prices quoted must be firm and must be inclusive of VAT for vat vendors. Originally certified ID Copies of Managing Directors/ Owners. Compulsory Properly filled MBD forms 4,6.1, 8 and 9 and Billing Clearance certificate or Statement of Municipal Accounts or affidavit or lease agreement or residential confirmation accompanied by a declaration that a company does not owe municipal services for more than 90 days. Bid documents will be available ON E-TENDER PORTAL FOR FREE TO BE DOWNLOADED, as from date of advert for each project. No couriered, faxed, e-mailed and late tenders will be accepted. Certification of documents must be within a period of 90 days. Bidders must be registered on CSD and provide confirmation of registration. There will be a compulsory briefing session and site visits as per the table above(Briefing certificate to be issued). Umzimvubu Local Municipality reserves the right not to appoint and value for money will be the key determinant of appointment. All tenders must be deposited in the tender box situated at New Umzimvubu Local Municipality Offices at Dabula Street Sophia, KwaBhaca, Eastern Cape, 5090 Coordinates (30°54'30.08"S, 28°58'53.15"E) not later than 12h00 noon as per table above, where they will be opened in public. All tenders must be clearly marked "Name of the project indicated above. The municipality will not make any award to a person or persons working for the state.

Umzimvubu Local Municipality reserves the right not to appoint and value for money will be the key determinant of appoint.

All tenders must be deposited in the tender box situated at **UMzimvubu Local Municipality** Offices at Dabula Street, **KwaBhaca, Eastern Cape 5090 ( 30° 54' 30" S, 28° 58' 53" E)** not later than **12h00 noon on 09 July 2025** as per table provided above, where they will be opened in public.

All tenders must be clearly marked "Name of the project indicated above and Contract Number. **The municipality will not make any award to a person or persons working for the state.**

**Enquiries:** All technical enquiries may be directed to the Manager: PMU Mr. P. Gamedala @ 039 255 8500 and SCM inquiries to SCM Mr. X. Blaweni @ 0392558554.

Other enquiries regarding this bid may be directed to the office of the Municipal Manager: Mr. GPT Nota

**GPT NOTA**  
**MUNICIPAL MANAGER**

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA**

**T1.2 TENDER DATA**

**T1.2 TENDER DATA**

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

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

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA**

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 94 of 2006 in the Government Gazette No. 29138 of 2006 dated 18 August 2006.

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

**Tender Data Applicable to this Tender**

Clause Number	Data / Wording
<b>F.1.2</b>	<p>The <b>Tender Documents</b> consist of the following:</p> <p>(a) This <b>Project Document</b>, which contains the following:</p> <p><b>PART T1: TENDERING PROCEDURES</b></p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p><b>PART T2: RETURNABLE DOCUMENTS</b></p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules</p> <p><b>PART C1: AGREEMENTS AND CONTRACT DATA</b></p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993</p> <p>C1.5 Transfer of rights</p> <p><b>PART C2: PRICING DATA</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Schedule of Quantities</p> <p><b>PART C3: SCOPE OF WORKS</b></p> <p>C3.1 Standard Specifications</p> <p>C3.2 Project Specifications</p> <p>C3.3 Particular Specifications</p> <p><b>PART C4: SITE INFORMATION</b></p> <p>C4.1 Locality Plan</p> <p>C4.2 Example of Contract Signboard Details</p> <p>C4.3 Drawings</p> <p>(b) <b>Drawings</b> (Attached under Page C 4.3)</p> <p>(c) <b>'General Conditions of Contract for Construction Works – New Edition 2015'</b> 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) <b>'The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition'</b>. This document is obtainable separately and Tenderers shall obtain their own copy.</p>



## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

Clause Number	Data / Wording
	<p>(e) <b>'The Occupational Health and Safety Act No 85 and Amendment Act No 85 of 1993, and the Construction Regulations 2003' (Government Gazette No 10113 of 07 February 2014, Notice No 37305).</b> This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>In addition Tenderers are advised, in their own interest, to obtain their own copies of the following 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> <p>(i) 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 692 of 9 June 2004.</p>
<b>F.1.4</b>	<p>The Accounting Officer is :</p> <p>Name : Municipal Manager Mr G.P.T. Nota  Tel: (039) 255 8500  Fax: (039) 255 0167/1893  E-mail: <a href="mailto:Nota.Tobela@umzimvubu.gov.za">Nota.Tobela@umzimvubu.gov.za</a></p>
<b>F.2.1</b>	<p>A Tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) the Tenderer does not have the legal capacity to enter into the contract;</li> <li>(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 respect of the foregoing;</li> <li>(d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;</li> <li>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;</li> <li>(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.</li> </ul> <p>Only Tenderers meeting the Construction Industry Development Board (CIDB) contractor grading designation of <b>3EP or Higher</b>, as defined in the Regulations (01 June 2004 as amended) in terms of the CIDB Act 38 of 2000, are eligible to submit tenders for this contract:</p> <p>In terms of the Umzimvubu Municipality Supply Chain Management Policy Guideline, all suppliers of goods and services to the Umzimvubu Municipality are required to register on the Database.</p> <p>(1) Application forms may be obtained by phoning <b>039 255 8500</b></p>
<b>F.2.7</b>	<p>For Enquiries and Clarification</p> <p><b>Technical Enquiries</b></p>

## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

Clause Number	Data / Wording
	<p>Contact person: PMU: Manager Infra and Planning Mr P Gamedala  Tel: (039) 255 8500  Fax: (039) 255 0167  Email : <a href="mailto:gamedala.phive@umzimvubu.gov.za">gamedala.phive@umzimvubu.gov.za</a></p> <p>SCM Enquiries : Mr. X. Blaweni  Tel: (039) 255 8500  Fax: (039) 255 0167  Email : <a href="mailto:Blaweni.Xolisa@umzimvubu.gov.za">Blaweni.Xolisa@umzimvubu.gov.za</a></p>
<b>F.2.8</b>	Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
<b>F.2.10</b>	All tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).
<b>F.2.12</b>	<p>If bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
<b>F.2.13</b>	<p><b>F.2.13.3</b> Tender offers shall be submitted as an original only. 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.</p> <p><b>F.2.13.5</b> The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of Tender Box:</b> In the Foyer, Umzimvubu Local Municipality  <b>Physical Address:</b> Dabula Street, Kwabhaca  <b>Identification Details:</b> <b>installation of solar streetlights in main street KwaBhaca</b></p> <p>Contract No UMZ/2025-26 /INFRA/MIG/007</p>
<b>F.2.15</b>	<p>The closing time for submission of Tender Offers is:  <b>12h00 09 July 2025</b> Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.</p>
<b>F.2.16</b>	The tender offer validity period is <b>120 days</b> from the closing time for submission of tenders.

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Clause Number	Data / Wording				
F.2.19	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.				
F.2.22	This is not applicable.				
F.2.23	The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.				
F.3.1	Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.				
F.3.2	Change 'seven days' to 'five working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.				
F.3.4	Opening of tender offers will be uploaded on the municipality website page				
F.3.5	A two-envelope system will <b><u>not be followed</u></b> .				
F.3.11	<b>Evaluation of tender offers</b>				
F.3.11.1	The procedure for evaluation of responsive Tender Offers will be <b>Method 4:</b> (Financial Offer, Quality and Preferences).				
F.3.11.2	Bids will be evaluated in two stages in accordance with the standard bid evaluation Method 4: Financial Offer, Quality and Preferences as follows:  <b>STAGE 1: FUNCTIONALITY</b> In order for a bidder to be considered must comply with the eligibility criteria and a bidder must score more than 70 points for functionality in Table 1 to be considered for further evaluation.  <b>STAGE 2: FINANCIAL OFFER AND PREFERENCES</b>  All the bids that meet the Stage 1 criteria for responsiveness will progress through to the evaluation phase as set out in Returnable Schedule.				
	<b>Functionality Criteria</b>	<b>Basis for points allocation</b>	<b>Score</b>	<b>Max. Points</b>	<b>Verification Method</b>
	<b>Proven track record with respect to the supply,delivery and installation of Streetlights by means of signed appointment letters and reference letters by Municipal Manager in case of Municipal Projects and Senior Manager in case of Private Enterprises.</b>	3 or more appointment letters/Orders and reference letters/Completion certificates of installation of Streetlights or similar projects	<b>40</b>	<b>40</b>	Bidders are to provide app Letter/Orders and Reference I the same project. The appointm accompanied by signed reference letter relating experience for points to be awa <b>NB: POINTS WILL BE GIVI EACH PROJECT WERE TENDERER HAS SUBM ALL THE REQ DOCUMENTS</b>
		2 or more appointment letters/Orders and reference letters/Completion certificates of installation of Streetlights or similar projects	<b>30</b>		
		1 appointment letter/Order and reference letter/Completion certificate of and installation of Streetlights or similar projects	<b>20</b>		

## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

Clause Number	Data / Wording			
	<b>Proposed Key Personnel</b> CV's, Trade Test Certificate/Equivalent in Electrical Engineering and a Certificate of competence in Streetlights/Highmast maintenance by accredited institutions	<b>Site Agent</b> : Electricians/Technicians with Trade Test Certificate National Diploma or Degree in Electrical Engineering and 5 years or more experience  <b>Site Agent</b> : Trade Test Certificate/Diploma in Electrical Engineering and 3 years of experience  <b>Site Agent</b> : Recognition of prior learning in Electrical Engineering and 1-2 Years of experience	<b>30</b>   <b>20</b>  <b>10</b>	<b>30</b>   
	<b>Crane Truck</b>	Logbook or Lease agreement (Plant Hiring agreement)	<b>30</b>	
	<b>Total Points</b>			<b>30</b>
<p>The procedure for the evaluation of responsive tenders is Method 4 (Price and Preferences). The weighting of tender price and preferences of the tenderer will be done by way of a point system: For contracts not exceeding a potential value of R50 000 000-00</p> <ul style="list-style-type: none"> <li>• 80 points are assigned to price; and</li> <li>• 20 points are assigned Specific Goals.</li> </ul> <p>The total points for Price and specific points must add up to 100 points. The financial offer will be scored using Formula:</p> <p><b><u>Formula for scoring the Tender Price</u></b> A maximum of 80 points is allocated for price on the following basis:</p> <p style="text-align: center;"><b>80/20</b></p> $Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$ <p>Where</p> <p>Ps = Points scored for price of tender under consideration</p> <p>Pt = Price of tender under consideration</p> <p>Pmin = Price of lowest acceptable tender</p> <p><b><u>Specific goal Level Points (20 points)</u></b></p> <p><b>Determination of Scores</b> Entities that meet the set target for a particular element will get a full score. For entities whose tendered and verified targets are less than the set ones, the score shall be on a pro-rata basis. The typical formula that could be used in calculating the scores is as per the SCM Policy of the Umzimvubu Local Municipality.</p>				

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Clause Number	Data / Wording
	<p><b><u>Total Scores for Price and Specific goal</u></b>  The points scored for a tenderer in respect of Price must be added to the points scored for Specific goal. Only the tender with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of the Umzimvubu Municipality.</p> <p>Financial offer and preferences.</p> <p>The procedure for the evaluation of responsive tenders is Method 2 (Price and Preferences). The weighting of tender price and preferences of the tenderer will be done by way of a point system:  For contracts not exceeding a potential value of R50 000 000-00</p> <ul style="list-style-type: none"> <li>• 80 points are assigned to price; and</li> <li>• 20 points are assigned to Specific goal.</li> </ul> <p>The total points for Price and Specific points must add up to 100 points. The financial offer will be scored using Formula:  <b><u>Formula for scoring the Tender Price</u></b></p> <p>A maximum of 80 points is allocated for price on the following basis:  <b>80/20</b></p> $Ps = 80 \left( 1 - \frac{Pt - Pmax}{Pmax} \right)$ <p>Where</p> <p>Ps = Points scored for price of tender under consideration  Pt = Price of tender under consideration  Pmax = Highest acceptable tender.</p> <p><b><u>Total Scores for Price and Specific goal</u></b>  The points scored for a tenderer in respect of Price must be added to the points scored for Specific goal. Only the tender with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of the Umzimvubu Municipality</p>
<b>F.3.13</b>	<p><b>F.3.13.1</b> The legal requirements for acceptance of the tender offer are:</p> <ol style="list-style-type: none"> <li><b>Tender Defaulters Register</b> - 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.</li> <li><b>Abuse of the SCM System</b> - 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.</li> <li><b>Declaration</b> - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State.</li> <li><b>Fraud and Corruption</b> - 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"> <li>having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract;</li> <li>having acted in a fraudulent or corrupt manner in obtaining this Contract;</li> <li>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;</li> <li>having entered into any agreement or arrangement, whether legally binding or not, with any</li> </ol> </li> </ol>

## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

Clause Number	Data / Wording
	<p>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;</p> <p>(v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.</p> <p>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.</p>
<b>F.3.14</b>	After the successful bidder has acknowledged the Employer's notice of acceptance, notify other bidders by issuing the intention to award
<b>F.3.15</b>	<p>If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the bid documents to take account of:</p> <p>a) addenda issued during the bid period,</p> <p>b) inclusion of some of the returnable documents,</p> <p>c) other revisions agreed between the Employer and the successful bidder, and</p> <p>d) the schedule of deviations attached to the form of offer and acceptance, if any.</p>
<b>F.3.16</b>	Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the Employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the Conditions of Bid require the bidder to submit, after acceptance by the Employer, shall be included.
<b>F.3.17</b>	Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
<b>F.3.18</b>	The number of paper copies of the signed contract to be provided by the Employer is <b>one (1)</b> .
<b>F.3.19</b>	The Employer may delegate any power vested in him by virtue of these Conditions of Bid to an officer or employee of the Employer, provided that such delegation shall be in writing setting out the general or specific powers delegated.

INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA****T2. RETURNABLE DOCUMENTS****T2.1 LIST OF RETURNABLE DOCUMENTS**

1. This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are contained in this document and are to be properly completed as required:
  - a) Returnable Schedules in T2.2.
  - b) C1.1 Form of Offer and Acceptance, A. Offer, on page C3.
  - c) Contract Specific Data Provided by the Contractor in C1.2.2 Part B.
  - d) Pricing Data in C2.2: Schedule of Quantities.
2. **VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**
  - A bid not complying with the peremptory/mandatory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.



**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA**

- “Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.
- A BID WILL BE REJECTED:
- 2.1. Tax clearance certificate or copy thereof or TCS Pin number (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. (An expired tax clearance certificate submitted at the closure of the bid will NOT be accepted).
- As per Supply Chain Management Circular No. 1/2013 – recommended bidders that did not submit a valid tax clearance certificate with their bid will be requested in writing to submit their tax clearance certificate within five working days for inclusion in the Bid Evaluation Committee item, if a bidder fails to submit before 12:00 on the 5th working day after the date of request, the relevant bid will be rejected.
- In bids where Consortia and Joint Ventures are involved, each party must submit a separate Tax Clearance Certificate.
- Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filing through the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.2.If any of the evaluation criteria pages have been removed from the bid document, and have therefore, not been submitted.
- 2.3.1. In the event of a failure to complete and sign in full the schedule of quantities as required.
- 2.3.2. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialing next to the amended rates or information, however in cases where the total amount has not been affected the bid will still be acceptable.
- 2.3.3. In the event of the use of correction fluid (e.g. tippex ), any erasable ink, or any erasable writing instrument (e.g. pencil)
- 2.3.4. If the Bid has not been properly signed by a person having the authority to do so. (Refer to Declaration)
- 2.3.5. If the bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- 2.3.6. If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.
- 2.3.7. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months
- 2.3.8. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
- 2.3.9. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - who is in the service of the state, or;
  - if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
  - Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?
- If the bidder is not registered in the required CIDB contractor grading designation (category) or higher, if required in this bid documentation.
- 3. If the bidder or any of its directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- 4. In the event of non-submission of financial statements if required (SEE BID DATA OR PRICING SCHEDULE). In this regard please note:
- (10.1). If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
- (10.2). If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA**

two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.

- (10.3). If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (10.1) and (10.2) above for each of its financial years since commencing business.
- (10.4). If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted. As per Supply Chain Management Circular No. 1/2013 – recommended bidders that did not submit Annual Financial Statements (if required) with their bid will be requested in writing to submit their Annual Financial Statements within five working days for inclusion in the Bid Evaluation Committee item, if a bidder fails to submit before 12:00 on the 5th working day after the date of request, the relevant bid will be rejected.
- 5. Please check special requirements in scope of work in document for additional attachments
- 6. If the following have not been fully completed and signed:
  - FORM “A” - Declaration of Interest (MBD 4)
  - FORM “B (MBD 6.1) - Declaration for Procurement above R50 Million (if applicable)
  - FORM “C” - Declaration of Bidder's Past SCM Practices (MBD 8)
  - FORM “D” - Certificate of Independent Bid Determination (MB9) (if applicable)
- 7. As per Supply Chain Management Circular No. 1/2013 – recommended bidders that did not complete and sign all relevant declarations in the bid document will be requested in writing to complete and sign relevant declarations within five working days for inclusion in the Bid Evaluation Committee item, if a bidder fails to complete and sign before 12:00 on the 5th working day after the date of request, the relevant bid will be rejected.

**T2.2 RETURNABLE SCHEDULES**

A	CERTIFICATE OF ATTENDANCE (Not Compulsory).....	T17
B	RECORD OF ADDENDA TO TENDER DOCUMENTS .....	T18
C	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	T19
D	CERTIFICATE OF AUTHORITY .....	T21
E	PLANT AND EQUIPMENT .....	T26
F	EXPERIENCE OF TENDERER .....	T27
G	PROPOSED SUB CONTRACTORS.....	T28
H	KEY PERSONNEL .....	T29
I	DEVIATIONS AND QUALIFICATIONS.....	T30
J	CONTRACTOR'S HEALTH AND SAFETY DECLARATION .....	T31
K	TAX CLEARANCE CERTIFICATE.....	T33
L	PREFERENCING SCHEDULE (FOR CONTRACT PARTICIPATION GOALS).....	T34

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MBD 4.....	T35
MBD 6.1.....	T38
MBD 8.....	T45
MBD 9.....	T47

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.

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA**

**A. CERTIFICATE OF ATTENDANCE (Not compulsory as there will be Attendance register on Compulsory tender briefing.)**

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

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 person attending the meeting:**

Name: ..... Signature: .....

Capacity: .....

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

Name: L. Bingwa Signature: .....

Capacity: PROJECT MANAGER Date and Time: .....

## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

**B. RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer and are attached hereto.

ADDENDUM No.	DATE	DESCRIPTION

***Please attach all Addenda to this page***

SIGNATURE: .....

DATE: .....

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

## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

## C. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: 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 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

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

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

\*insert separate page if necessary

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA****Section 7: Record of spouses, children and parents in the service of the state**

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

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

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

\*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that 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, 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;
- 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 \_\_\_\_\_

Enterprise  
name \_\_\_\_\_

## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

**D. 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:** .....

**In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Sole Proprietorships.**



## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

## (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:** .....

**In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Close Corporations.**

## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

## (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: .....

**In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Partnerships.**

INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

(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:** .....

**In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are companies.**

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA****(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. .... and any contract resulting from it on our behalf. This

authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of

all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY

**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 Joint Venture as a whole.*

**Specimen Signature of Signatory:** .....

**Date:** .....

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA****E. PLANT AND EQUIPMENT**

**Note:** Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

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

- (a) **Details of major Plant and Equipment that is owned by me / us and is 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.

SIGNATURE: .....

DATE: .....

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

## F. EXPERIENCE OF TENDERER

2. Work of similar nature shall be deemed to mean **Roads project**

[illegible]

DATE: .....

---

**T30**

## G. PROPOSED SUBCONTRACTORS

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.

[illegible]

DATE: .....

T31

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA****H. KEY PERSONNEL**

The Tenderer must insert in the spaces provided below a list of the key personnel in the Joint Venture 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.

*(The compiler to indicate the designations that will be required for the project)*

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
Site Agent	Name: ..... ..... Qualification.: .....			
Site Foreman	Name: ..... ..... Years' Experience: .....			
Other Specify: ..... .....	Name: ..... ..... Years' Experience: .....			
Other Specify: ..... .....	Name: ..... ..... Years' Experience: .....			

**Attach additional pages if more space is required**

SIGNATURE: .....

DATE: .....

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



INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

I. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Schedule of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

SECTION	PAGE	DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

Attach additional pages if more space is required

SIGNATURE: .....

DATE: .....

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

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA****J. CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (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 OHSA 1993 Construction Regulations 2003.

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 OHSA 1993 Construction Regulations 2003.
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 a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in the OHSA 1993 Construction Regulations 2003, 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:

<b>NAMES OF COMPETENT PERSONS</b>	<b>POSITIONS TO BE FILLED BY COMPETENT PERSONS</b>

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA**

(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 and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) 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 Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 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 OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 30) 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 OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: .....

DATE: .....

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

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA**

**K. TAX CLEARANCE CERTIFICATE**

The tenderer is to attach SARS pin issued by the South African Revenue Services (SARS) to this page.

INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

L. PREFERENCING SCHEDULE (DIRECT PREFERENCES)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 & THE CONTRACT FORM – RENDERING OF SERVICES.

MBD 4 .....	T36
MBD 6.1 .....	T39
MBD 8 .....	T46
MBD 9 .....	T48

## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

MBD 4

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, hareholder<sup>2</sup>): .....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

3.8 Are you presently in the service of the state?

**YES / NO**

3.8.1 If yes, furnish particulars.....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> 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.

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA**

**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 director's trustees, managers, Principle shareholders or stakeholders in service of the state?  
**YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

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

Full Name	Identity Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder



## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all bids 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 TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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 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).

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA**

4.2.2any 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
100% Black Owned	4		Ck Document, Identity Document and CSD Report
50% and above owned by youth,	4		Ck Document, Identity Document and CSD Report
50% and above Female ownership	4		Ck Document, Identity Document and CSD Report
Disabled	4		Occupational Therapy assessment report or certified independent impairment ratter.
Umzimvubu Local Municipality based Suppliers	4		Proof of residence and CSD Report or Lease agreement and CSD Report or Rates Clearance and CSD Report
<b>Total</b>	<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA**

4.3 Name of company/firm.....

4.4 Company registration number: .....

4.5 TYPE OF COMPANY/ FIRM

4.5.1 Partnership/Joint Venture / Consortium

4.5.2 One-person business/sole propriety

4.5.3 Close corporation

4.5.4 Public Company

4.5.5 Personal Liability Company

4.5.6 (Pty) Limited

4.5.7 Non-Profit Company

4.5.8 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

INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

**INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA**

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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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.**

**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**

## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

## MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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



## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

## MBD 9

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

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

## INSTALLATION OF SOLAR STREETLIGHTS IN KWABHACA

MBD 9

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN  
KWABHACA**

**CONTRACT**

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA**

**CONTRACT**

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C1.2.1: CONDITIONS OF CONTRACT .....	C8	Green
C1.2.2: PART A: DATA PROVIDED BY THE EMPLOYER.....	C9	Green
PART B: DATA PROVIDED BY THE CONTRACTOR .....	C11	Green
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C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993.....	C16	White
<b>C2: PRICING DATA</b>		
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**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA****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:

Bid

Description.....

Bid

number.....

**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):* .....

Address: .....

.....

Telephone/Cell number: ..... Email: .....

**Witness:**

**Signature:** .....

**Name:** *(in capitals):* .....

**Date:** .....

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

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA****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 7 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)** .....

Address: .....

.....

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

**Date:** .....

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA****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.

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.



**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN  
KWABHACA**

**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:** ..

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN  
KWABHACA****C1.2: CONTRACT DATA****C1.2.1: CONDITIONS OF CONTRACT**

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<b>C1.2.1.1 GENERAL CONDITIONS OF CONTRACT .....</b>	<b>C8</b>
<b>C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>C8</b>
<b>C1.2.1.2.1 GENERAL .....</b>	<b>C8</b>
<b>C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS                     OF CONTRACT 3rd Edition 2015 .....</b>	<b>C8</b>

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA****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 - New Edition 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "General Conditions of Contract 2015").

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "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 shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

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

**C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2015**

SCC 1.1.4. reads " The Commencement date shall be the date of the Site Handover Meeting".

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA****iC1.2.2: CONTRACT DATA (Applicable to this contract)****PART A: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 1.1.1.15:	<b>Name of Employer:</b> Umzimvubu Municipality
Clause 1.2.1.2:	<b>Address of Employer:</b>  <div> <div>Physical:</div> <div>Postal:</div> </div> <div> Dabula Street Mount Frere 5010 Private Bag X 9020 Mount Frere 5010 </div> E-Mail: <a href="mailto:Nota.Tobela@umzimvubu.gov.za">Nota.Tobela@umzimvubu.gov.za</a>  Telephone No: (039) 255 8500 Fax No: (039) 255 0167
Clause 1.1.1.16:	<b>Name of Engineer:</b> Mr L. Moleko
Clause 1.2.1.2:	<b>Address of Engineer:</b>  <div> <div>Physical:</div> <div>Postal:</div> </div> <div> Dabula Street Mount Frere 5010 Private Bag X 9020 Mount Frere 5010 </div> E-Mail: <a href="mailto:Moleko.Lebohang@umzimvubu.gov.za">Moleko.Lebohang@umzimvubu.gov.za</a>  Telephone No: (039) 255 8500 Fax No: (039) 255 0167
Clause 5.1.1 & 5.8.1:	Special non-working days are Sundays, the construction industry year end break and the following statutory public holidays as declared by National Government:  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.
Clause 5.8.1:	The construction industry year end break commences on the first working day after <b>15 December</b> and ends on the first working day after <b>15 January</b> of the next year.
Clause 5.3.2:	The time to deliver the Guarantee is within 14 days of the Commencement Date.  The Liability of the Guarantee shall be for 10% of the Accepted Contract Price up to the Certificate of Completion, and thereafter the liability shall be reduced to 5% of the accepted contract price up to the issue of the Final Approval Certificate.
Clause 5.3:	The Contractor shall commence executing the Works within 14 days of the appointment Date.

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA**

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 5.3.2:	The Contractor shall deliver his programme of work within 7 days of the Commencement Date.
Clause 8.6	Insurance to be effected by the Contractor.
Clause 8.6.1.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>Nil</u> .
Clause 8.6.1.2:	Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is <u>R2 000 000,00 (two million rands only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.
Clause 5.14:	The Works shall be completed as set out in the Scope of Works: <ul style="list-style-type: none"> <li>In <b>6 months</b> including special non-working days</li> </ul>
Clause 5.13.1:	The penalty for failing to complete the whole of the Works is R1 500.00 (one thousand five hundred rands only) of the total Contract Price per day.
Clause 6.8.2:	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule :</p> <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 value of "x" is 0.1</p> <p>The values of the coefficients are:</p> <p>a = [0, 25] (labour)</p> <p>b = [0, 30] (contractor's equipment)</p> <p>c = [0, 25] (material)</p> <p>d = [0, 20] (fuel)</p> <p>The urban area nearest the Site is KWABHACA</p> <p>The labour index will be as published by STATSSA for the Eastern Cape</p>
Clause 6.8.3:	Price adjustments for variations in the cost of special materials is allowed.
Clause 6.10.1.5:	The percentage limit on materials not yet built into the Permanent Works is 80%.
Clause 6.10.3:	The percentage retention on the amounts due to the Contractor is 10% to a minimum of 5%. As per the retention policy of the Municipality.
Clause 6.2:	A Retention Money Guarantee is not <b>Permitted</b> .
Clause 10.7.1:	Dispute Resolution shall be by Mediation.

APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA

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.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR
Clause 1.1.8:	<div>Name of the Contractor: .....</div> <div>.....</div>
Clause 1.2.2:	<div>Address of the Contractor:</div> <div><div>Physical:Postal:</div><div>.....</div><div>.....</div><div>.....</div><div>.....</div></div>

## APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA

### C1.3: FORM OF GUARANTEE

#### PRO FORMA

#### ii FORM OF 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: .....

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

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

#### CONTRACT DETAILS

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

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA****1. VARIABLE PERFORMANCE GUARANTEE**

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

**2. FIXED PERFORMANCE GUARANTEE**

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3 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. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

- 3.1 The Guarantor hereby acknowledges that:
- 3.1.1 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.



**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA**

- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 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 3.2.2;
- 3.2.2 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 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, 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:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 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 3.3; and
- 3.3.3 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.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, 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 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.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA**

- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider 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.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' 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)** .....

**Witness signatory (2)** .....

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA****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 The Umzimvubu Local Municipality.  
(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:

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF STREETLIGHTS IN MAIN STREET KWABHACA:****CONTRACT No. UMZ/2025-26/INFRA/MIG/007**

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 No 181/1993 (hereinafter referred to as the ACT);

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

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

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA**

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. ....

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA****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 COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) published by the South African Institution of Civil Engineering (SAICE).

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the COLTO Standard Specifications (1998 edition) 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.

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the COLTO Standard Specifications (1998 edition). Item numbers prefixed by the letter B refer to items of payment described in Part B Amendments to the Standard Specifications.

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.

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 Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it if the quantity estimated from the drawings are greater or less than 10% of the quantities of material or work stated in the Schedule of Quantities. 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 COLTO Standard Specifications subclause 1201(a), 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

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA**

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 45 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.

**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. The rates and lump sums shall be comprehensive in accordance with sub-clause 1201(b) of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition).

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. The provisions of sub-clause 1201(f) of the COLTO Standard Specifications shall apply in rate only items. "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 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.

## APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA

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

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 initialed by the Tenderer.

### 7. INTERIM PAYMENTS

Unless otherwise specified, monthly payments, referred to in Clause 52 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 Engineer 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 <sup>3</sup> -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 <sup>2</sup>	= square metre	t	= tonne (1 000 kg)	t-km	= tonne-kilometre
m <sup>2</sup> -pass	= square metre-pass	No.	= number	hr	= hour
ha	= hectare	%	= percent	dia	= diameter
m <sup>3</sup>	= 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 Engineer 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:

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

13.01 The Contractor's general obligations

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

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN KWABHACA**

exceeds a maximum of 12% 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 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.



**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR INSTALLATION OF STREETLIGHTS IN  
KWABHACA**

**C2.2. SCHEDULE OF QUANTITIES**

BILL NO: 1 PRELIMINARY AND GENERAL			BID NO: UMZ/2025-26/INFRA/MIG/007		
INSTALLATION OF STREETLIGHTS IN KWABHACA					
Item	Description	Unit	Quantity	Rate	Total
1	PRELIMINARY AND GENERAL				
1.1	Construction Management				
1.1.1	Compliance with all the contractual requirements of the contract, including project programming, outage management, materials management, meetings and quality	sum	1		
1.2	Site Establishment				
1.2.1	Facilities for Contractor:				
	a) Offices & storage sheds	sum	1		
	b) Ablution & latrine facilities	sum	1		
	c) Tools & equipment	sum	1		
	d) Diamond mesh fencing at 1.8 Meters high with a lockable gate	sum	1		
1.3	Occupational Health & Safety Requirements				
1.3.1	Provision for Legal and Contractual Compliance.	sum	1		
1.3.2	Provision of personal protective equipment and clothing for all the contractor's staff, including sub-contractors.	sum	1		
1.3.3	Provision of safety measures, e.g. Fall arrest systems, shoring for safety purposes etc.	sum	1		
1.3.4	Barricading of excavations	sum	1		
1.3.5	Compliance with OH&S Act & Construction Regulations.	sum	1		
1.5	Materials				
1.5.1	On Completion of the project, all removed old switchgear shall be transported to Umzimvubu Local Municipality stores using the correct transport.	sum	1		
1.6	Financial				
1.6.1	Compliance with Environmental Management Plan (the contractor must provide ULM with a plan)	months	1		
1.7	Security				
1.7.1	Contractor shall provide security guard/s to ensure the site including offices, storage sheds and all contractor material are protected from theft or any damage. The Contractor needs to ensure that the above mentioned is guarded 24hrs a day.	months	1		
1.8	De-establishment				
1.8.1	Removal of site establishment upon completion of construction and making good and restoring of the Site to the satisfaction of the Project Manager.	sum	1		
1.9	Community Participation				
1.9.1	Community Liaison Officer (CLO)	Prov.Sum			R 31,500.00
1.9.2	Project Steering Committee	Prov.Sum			R 8,400.00
1.10	OTHER				
1.10.1	The contractor shall allow for all items not specifically mentioned above in order to provide a complete working solution as per the specifications (specify):	sum	1		
1.11	TESTING AND COMMISSIONING				
1.11.1	Testing and Commissioning	sum	1		
1.12	INDIRECT COST				
1.12.1	For any design and monitoring	Prov. Sum			R 250,000.00

		TOTAL CARRIED FORWARD TO SUMMARY PAGE			
BILL NO: 2 SUPPLY DELIVRY & INSTALLATION OF STREETLIGHTS IN MAIN STREET KWABHACA			BID NO: UMZ/2025-26/INFRA/MIG/007		
Item	Description	Unit	Quantity	Rate	Total
2.0	Streetlights Material				
2.1	100W LED FITTING Spigot length 125mm 14 500 Lumens Integrated LED Fixture Voltage 220V Est Life (50 000) Surge Protection 10KV/10KA Dimensions 510mm x 296mm x 114mm Mounting Type: Pole Top Material of components: Pure Aluminum Corrosion Rating: Corrosion Resistant	#	96		
2.2	12m Curved Steel Galvanized Poles Mid Opening 	#	96		
2.3	16mm <sup>2</sup> x 4 Core ECC	/m	5 000m		
2.4	1.5mm <sup>2</sup> Surfix	/m	1 500		
2.5	Trenching 1m deep x 5 000m (Use of machine not allowed)	Labour	5 000m		
2.6	10A Single Phase MCB	#	96		
2.7	Streetlight control circuit (Complete)	#	4		
2.8	Streetlight Spigot is made from high-quality steel with a polyester baked-on finish, ensuring excellent corrosion resistance and durability. Designed for mounting LED streetlights on poles or arms with a 60mm tip, it features a 110° angle for optimal light distribution. With an IP65 rating, its weather-resistant coating enhances longevity, making it ideal for outdoor installations in streets, pathways and public spaces. Backed by a 2-year warranty, it offers reliable performance	#	96		
2.9	28 Tarred Road Crossings on either side of N2 Street to be excavated and reinstated as before excavation	#	28		
2.10	50mm Line Tapes	#	384		
2.11	Insulation Tape (Rolls)	#	20		
2.12	Streetlight Pole Base Plate	#	96		
	TOTAL CARRIED FORWARD TO SUMMARY PAGE				

SUMMARY		BID NO:UMZ/2025-26/INFRA/MIG/007
INSTALLATION OF STREETLIGHTS IN KWABHACA		
ITEM NO	DESCRIPTION	
1	BILL NO: 1 PRELIMINARY AND GENERAL	R
2	BILL NO: 2 Streetlights Material	R
3	10% Contingency	R
	Sub - Total A	R
	Less Retention at 10%	R

	<b>Sub - Total B</b>	<b>R</b>
	<b>VAT at 15 %</b>	<b>R</b>
	<b>TOTAL</b>	<b>R</b>

Signed on behalf of the Tenderer: ..... (Signature)                      Date: .....

Tenderer's Name: ..... (Company Name)

# **UMZIMVUBU LOCAL MUNICIPALITY**

## **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE INSTALLATION OF STREETLIGHTS IN KWABHACA**

**CONTRACT NO: UMZ/2025-26/INFR/MIG/007**

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### **PART C3**

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## SCOPE OF WORK

1. The work envisage shall include the following.
  - 1.1. Supply, deliver and install 96 new curved galvanised street light poles in Main Street KwaBhaca
  - 1.2. 48 New Curved Galvanised Poles on either side of Main Street KwaBhaca
  - 1.3. Trenching
  - 1.4. Reinstating of trenched surfaces to the original state.
  - 1.5. Laying 16mm x 4 Core ECCC
  - 1.6. Installation of 100W LED
  - 1.7. Connecting the 100W LED with 1.5mm cable to 16mm cable
  - 1.8. Installation of 10A mcb
  - 1.9. Complete wiring of new streetlight control circuit

## 2. SPECIFICATIONS

- a) 100W LED FITTING
  - b) Spigot length 125mm
  - c) 14 500 Lumens
  - d) Integrated LED Fixture
  - e) Voltage 220V
  - f) Estimated Life (50 000)
  - g) Surge Protection 10KV/10KA
  - h) Dimensions 510mm x 296mm x 114mm
  - i) Mounting Type: Pole Top
  - j) Material of components: Pure Aluminium
  - k) Corrosion Rating: Corrosion Resistant
  - l) Streetlight Spigot is made from high-quality steel with a polyester baked-on finish, ensuring excellent corrosion resistance and durability. Designed for mounting LED streetlights on poles or arms with a 60mm tip, it features a 110° angle for optimal light distribution. With an IP65 rating, its weather-resistant coating enhances longevity, making it ideal for outdoor installations in streets, pathways and public spaces. Backed by a 2-year warranty, it offers reliable performance
-

## ON OUTAGE DATE

- O&M represented by the Appointed Operator performs the required operating. Makes the area required safe for work and issues a work permit to Construction's appointed Responsible Person.
- Responsible Person ensures asset to be worked on is safe according to regulations and accepts the permit by signing as Responsible Person.
- Responsible Person informs all Construction persons under his supervision of the status of the asset as well as to their specific duties.
- Responsible Person constantly supervises to ensure adherence to ORHVS and general safe working practices during the outage period.
- Completion and handing over.
- Responsible Person ensures that all elements of the asset are as per contract requirement and that all materials, personnel, equipment and machinery are removed to enable safe operation of the asset.
- Responsible Person hands back the asset to the Appointed Operator by signing off the permit after which the Appointed Operator will carry out his function. This is also done in liaison with national control. In the case of a new asset being put into operation, a handing over certificate to O&M by Project Management.

### ○ STATUTORY REQUIREMENTS

All activities shall comply with the statutory requirements and where possible within the ambit of the relevant guidelines, inter alia:

- a) The Occupational Health and Safety (OHS) Act 85 of 1993 and Construction Regulation of 2003
- b) The principles of the Distribution Standards (Eskom)
- c) The requirements of the relevant Eskom standards in force at the time of tender i.e. Distribution Standards
- d) The Construction Regulations under Government Gazette No. 25207 of 18 July 2003.

The Contractor is to note that should shortcomings appear in the Eskom standards, these are to be highlighted, and proposals offered, and allowances for changes based on these proposals are to be included in the tender.

All tenderers must make generic Health & Safety Plan and Health & Safety Competency information available to Eskom Risk for evaluation on acceptance of tender or provide relevant documentation indicating accreditation.

### ○ C3.1.2.1. Guarding, Barricades, Lighting and Traffic Intersections

The Contractor must arrange guarding, barricades, lighting and traffic intersections for work in public roads. This arrangement must comply with the applicable Road Traffic Ordinance, the requirements of the Occupational Health and Safety Act (Act 85: 1993) and the project specification

### C3.1.2.2. Protection of Structures

In cases where work has to be done in the vicinity of buildings, bridges, tanks or other structures, the Contractor must take all the necessary precautions as required by the Occupational Health and Safety Act (Act 85 : 1993) and the Mines and Industries Act of 1956, (Act 27 : 1956). These precautions shall include shoring where necessary, to ensure the safety of structures which is subject to danger during installation.

### ○ C3.1.2.3. Protection of Surface and Underground Services

The Contractor must take all the necessary precautions to protect all existing services (meaning services on the site) and he will be held responsible for all damages to these services, caused by his activities. All works and protection arrangements are subject to

approval and it must only be done after consulting the owner(s) of the various services. Should a service be damaged, the Contractor must immediately inform the Engineer and the authorities concerned. The Contractor may not repair the damaged service, unless he is instructed to do so.

In cases where no underground services are shown on the drawings or recorded, but the possible presence thereof cannot be discarded, the Contractor must, in conjunction with the Engineer, establish if any such services exist within the applicable site area. The Contractor must in good time complete such investigation before construction may start on the area concerned. A report must be issued to the Engineer who will make the necessary arrangements for the protection, removal or relaying of the services prior to the commencement of any construction work.

Upon the discovery, an underground service previously not indicated on the drawings, this service will be classified as 'n known service and the Contractor will be held responsible for any damages thereof during all further works. In cases where such service is damaged with the initial discovery, the Employer will cover the costs of repairing the service, except if the Employer can prove that the Contractor did not take the necessary precautions and that the damage could have been prevented.

Should the authorities concerned prefer to make the changes or arrangement for protection of services on their own expenses, the Contractor must co-operate with such authorities, and give reasonable access, working area and time to complete the necessary work. Permanent changes to or permanent relaying of services which is necessary to complete the work and which is authorised, will be compensated for, there will be no compensation for work carried out and not previously investigated by the Engineer and for which no written instructions were issued.

#### **C3.1.2.4. Pollution**

The Contractor must take all reasonable precautions to the satisfaction of the Engineer to keep dust disturbance, pollution of streams and inconveniences or annoyances to the public (or others) because of the execution of the work, at a minimum.

#### **C3.1.2.5. Safety**

The Contractor must, at all times, provide proper and adequate precaution and safety arrangements on site. Should the Contractor fail to comply with this requirement, the Engineer will take the necessary steps to ensure that this requirement is met and any costs incurred will be for the Contractor's account. Complying with this requirement does not exonerate the Contractor of his responsibilities and duties in accordance with the Occupational Health and Safety Act (Act 85 : 1993) and mines and Industries Act of 1956,

(Act 27: 1956). Symbolic safety signs must comply with the applicable requirements of SABS 1186.

#### **C3.1.2.6. Minimum Width of Trenches**

The minimum base width of each trench must be wide enough for the cable spacing which is specified in the project specifications. Each trench must be excavated in a way that half the specified width will be left on both sides of the designated centre line of the cable or group of cables. The trench width must be adequate for the proper compacting of the fill materials when backfilling is done.

#### **C3.1.2.7. Backfilling**

In trenches containing one or more medium voltage cables the approved fill material must be placed in the trench. Should the project specification require a layer of protective concrete slabs or plastic warning tape, this must cautiously be centred over the medium voltage cable after the first layer of approved uncompressed fill material.



#### C3.1.2.8. **Transport of Cable Drums**

Cable drums must be carefully transported to prevent damage to the cables and to prevent disturbing the cables. Damaged cables will be rejected. Drums may not be off-loaded by simply allowing them to roll off the back of the truck onto the ground. Drums may only be rolled in the direction as indicated by the arrow painted on the drum by the manufacturer. (This will ensure that the correct tension is maintained and prevent the cable from damage later). Every drum may only have one cable length on it. Proper attention must be given to where the drums are to be off-loaded in order to prevent unnecessary moving thereof, eg. at joint locations.

#### C3.1.2.9. **Handling of Drums on Site**

Note: It is recommended that a correctly designed spreader must be used to load and unload the drums with a crane.

Every drum must be mounted on jacks or on a cable-drum trailer with a horizontal supporting beam of suitable size and strength to handle the width and weight of the drum. The drum may not be allowed to rotate freely when the cable is rolled off. (Free rotation causes the cable to twist and loosen the windings, which can cause the inside armouring/insulation of the cable to be stretched). The cable must enter the trench from the top of the reel. All cables ends including that left on the drum or in a trench must be sealed to prevent the penetration of moisture into the cable. The free cable end on the drum must be fastened to the side of the drum.

#### C3.1.2.10. **Pulling of Conductors**

The conductor may be pulled by hand or by a wrench, but the maximum tension in the conductor as specified by the manufacturer, may not be exceeded. A conductor grip must be used to pull the conductor, but if specified by the project specification, while connecting cables a loop connected to the cable cores and sheathing must be used. A twist connection must be used between the loop and the rope used to pull the cable. In cases where cables have to be drawn around corners, well lubricated skid-plates or special corner rollers must be used. Skid-plates and rollers must be firmly secured and must be inspected regularly throughout the cable laying process to ensure that they work properly.

#### C3.1.2.11. **Ambient Temperatures during Cable Laying**

A cable may not be installed at an ambient temperature that:

a) in the case of paper insulated cables, is lower than 10 °C; OR

b) in the case of PVC-insulated cables, is lower than 0 °C.

In situation where the ambient temperature is continuously at a low a temperature, the cable may be installed, with the written approval of the Engineer. Special arrangements are made to keep the cable temperature above the minimum temperature for at least 24 hours before installation.

#### C3.1.2.12. **Cable Bends**

No cable bend may have a smaller radius than the minimum radius specified by the cable manufacturer. This radius shall never be less than the radius prescribed by the relevant SABS specification.

#### C3.1.2.13. **Electrical Tests**

Acceptance tests must consist of the following.

##### a) Phase identification test

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

A test must be done to determine if the connections between the end points are correct. All cables must be phased out before connected to the switchgear.

- b) Certificate of compliance should be filled in to detail based on the test done while commissioning.

All medium voltage cables with a rated voltage of up to 22 000 V must be tested according to SABS 540 at the applicable voltages given in table 4 of SABS 97.

The results of tests (b) above must be noted down on test certificates and special attention must be given to thoroughly note down any leakage current during the test in (b) above.

#### **C3.1.2.14. Electrical Ground point or Earthing**

Earthing must be done in compliance with SANS 10142-1 and SANS 10142-2 "The Wiring of Premises". The earth mat must be 1.0 m x 1.0 m (minimum) constructed from 70mm<sup>2</sup> solid copper conductor with 100mm grid spacing, connected to the power supply earth bar. Earth rods will be installed at the four corners, if the measured resistances do not meet the earthing requirements. All equipment shall be earthed with 50 x 3mm copper bars to the earth bar.

#### **C3.1.3. COMPLIANCE WITH ACT**

The complete installation shall be in accordance with the Occupational Health and Safety Act (Act 85, 1993). The Contractor's attention is drawn to the requirements of SANS 10142 Part 2 and the Contractor must have a registered person in employment to act as his Engineer and sign off the required documentation.

##### **C3.1.3.1. Testing**

The Engineer shall test the electrical equipment in the factory and all equipment necessary to test the performance and operation of the equipment must be provided. The detailed test procedures and requirements are given in the relevant sections.

After completion of the installation and putting into proper operation of the substation, the Contractor will be required to make suitable arrangements for the testing of the switchgear supplied under this contract, in the presence of the Engineer or his representative, so as to determine whether they are in compliance with the guaranteed figures submitted by the Contractor. The installation must be in operation for at least a week before this handing over inspection will take place.

Before the Engineer is called to witness any testing, in the factory or on site, the Contractor must test/commission the equipment/installation on his own. In the case of commissioning, the results of the commissioning must be handed to the Engineer prior to the taking over inspection. The Contractor must submit his commissioning reporting format to the Engineer for comment/approval and the Engineer must accept the completed report with commissioning results before arrangements for hand-over inspection will be made.

The contractor must make provision in his pricing for these factory tests, commissioning tests, as well as the hand-over tests.

#### **C3.1.4. DRAWINGS**

##### **C3.1.4.1. Drawings**

The drawings submitted to tenderer is for information purposes only but not limited to. The Contractor will have to price in their tender submission pricing to undertake the design drawings for construction purposes in MicroStation drawing format including retic master voltage drop simulation studies unless otherwise stated by the Client/ Engineer. All the information produced/supplied by the Tenderer/Contractor shall be the intellectual property of the Client. All drawing information shall be supplied to the Engineer in Microstation drawing dgn format version V8i and the voltage drop simulation studies in retic master format in version

22. The pricing shall also include any necessary survey works in picking the existing infrastructure on site including any field work and any other design work required to produce the above-mentioned required info for Construction and as per Engineer's requirements.

#### **C3.1.5. AS-BUILT DRAWINGS AND INFORMATION**

All information in possession of the contractor that is required by the Engineer in order to complete the as-built drawings (A0 colour hard copies x 3 sets with back ground image, soft drawings in pdf and Microstation drawing dgn format), all test certificates, inspections & quality checking info as per Eskom & Client requirements and to prepare a completion report for the employer must be submitted to the Engineer before a Certificate of Practical Completion will be issued for the works.

### **○ C3.2. PROCUREMENT**

#### **C3.2.1. SUB-CONTRACTING**

As required by Clause 8 - 4 of the Conditions of Contract, the contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the employer or selected by the contractor) on his behalf. The engineer will not liaise directly with any sub-contractor, nor will he become involved in any problems and / or disputes related to payments, programming, workmanship etc, unless provided for in the Conditions of Contract. Such problems and / or disputes shall remain the sole concern of the contractor and his sub- contractors.

### **○ C3.3. CONSTRUCTION**

#### **C3.3.1. STANDARD SPECIFICATIONS**

Although not bound in, nor issued with this document, the following standardized specifications shall also form part of the contract document and, notwithstanding the provisions of Sub-clause 2.2 of SANS Clause 8, the additions specified below shall apply.

SANS 1200 Series, and in particular:

SABS 1200 A	:	General
SABS 1200 AA	:	General (small works)
SABS 1200 AB	:	Engineer's Office
SABS 1200 C	:	Site Clearance
SABS 1200 DB	:	Earthworks (pipe trenches)
SABS 1200 DM	:	Earthworks (roads, subgrade)
SABS 1200 G	:	Concrete (Structural)
SABS 1200 LB	:	Bedding (pipes)

Model Preambles of Trades - 1999 Edition

All building works shall be in accordance with the "Standard Preambles of Trades".  
The abovementioned documents may be viewed at the offices of the Engineer and is available from:

South African Bureau of Standards  
Private Bag X 191  
PRETORIA  
0001

and

South African Quantity Surveyors Association  
P. O. Box 3527  
HALFWAY HOUSE  
1685

### **C3.3.2. ITEMS NOT COVERED IN THE SPECIFICATIONS**

Some of the items in the Schedule of Quantities may not be covered by the Standard Specifications. These items are detailed on the drawings or described in the Schedule of Quantities. The rates tendered must include all labour material etc. No additional payments will be considered.

## **C3.4. HEALTH AND SAFETY SPECIFICATIONS**

### **C3.4.1. CLIENT RESPONSIBILITIES**

The health and safety specifications are prepared to discharge the client's responsibilities in terms of the Occupational Health and Safety Act, Act No. 85 of 1993 (OSHACT) and the attendant regulations. The most noteworthy of these regulations are the Construction Regulations (GNR 1010 of 18 July 2003), the General Administrative Regulations (GNR 929 of 25 June 2003) and the General Safety Regulations (GNR 1031 of 30 May 1986 and subsequent amendments).

A health and safety specification is a documentation of all the health and safety requirements pertaining to the construction works so as to ensure health and safety of affected persons.

In terms of the Construction Regulations attached to the OSHACT the client is responsible for:

- Preparing a documented health and safety specification for the construction work and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same.
- promptly providing the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work.
- appointing each principal contractor in writing for the project or part thereof on a construction site.
- taking reasonable steps to ensure that each principal contractor's health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month.

- stopping any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.
- ensuring that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely.
- ensuring that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- ensuring that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

The contractor shall discuss and negotiate with the principal contractor the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.

The contractor shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.

No client shall appoint a principal contractor to perform construction work unless the client is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.

The client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.

No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

#### **C3.4.2. OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

##### **○ C3.4.2.1. The purpose of the Occupational Health and Safety Specification**

The purpose of the Occupational Health and Safety Specification (OHSS) is to assist contractors to achieve compliance with the Occupational Health and Safety law, in order to reduce incidents and injuries. The OHSS will be implemented during the construction of this project or any construction activity that the Employer has control over.

The OHSS is a performance specification to ensure that the Employer and any bodies that enter into formal agreements with the Employer viz. Agents, Consultants, Principle Contractors and Sub-Contractors achieve an acceptable level of OHS performance.

No advice, approval of any document required by the OHSS such as hazard identification and risk assessment action plan or any other form of communication from the Employer shall be construed as an acceptance by the Employer of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the Employer which may result from the Contractor failing to comply with the OHSS, i.e. the Contractor remains responsible for achieving the required performance levels.

##### **○ C3.4.2.2. Implementation of the Occupational Health and Safety Specification**

This OHSS forms an integral part of the Contract, and Contractors are required to make it an integral part of their Contracts with Sub-Contractors and Suppliers. It will be disseminated by the Employer to persons responsible for the design of the infrastructure works, who will

ensure that it is included in the Tender Document(s) issued to prospective Contractors. The prospective Contractors shall incorporate the requirements of the OHSS in their submission of tenders to the Employer. Some of the requirements of the OHSS are detailed in Annexure A.

This specification must be read in conjunction with the Occupational Health and Safety Act, Act No 85 of 1993 (as amended), the Regulations as published in Government Notice No R 1010 of 18 July 2003, the General Administrative Regulations as published in Government Notice No R 929 of 25 June 2003, as well as the General Safety Regulations published in Government Notice No. R 1031 of 30 May 1986, as amended. If blasting is to be conducted on site the Explosives Regulations published in Government Notice No. R 109 of 17 January 2003, would become applicable. It is noted that blasting, at the time of tender, will not be required.

These documents are obtainable as one publication entitled "Occupational Health and Safety Act and Regulations, 85 of 1993 (Full Version) Third Edition" published by Lexis Nexis Butterworths, 215 North Ridge Road, Morningside, 4001, Durban, KwaZulu-Natal.

### ○ **C3.5. ENVIRONMENTAL MANAGEMENT PLAN FOR THE CONSTRUCTION PHASE**

#### **C3.5.1. CONSTRUCTION PHASE MANAGEMENT PROGRAMME**

The management criteria, objectives and actions are organized in this document according to generic groups of activities that are similar in nature. In reality, some of these may vary with different activities and environmental aspects.

##### ○ **C3.5.1.1. Site Establishment and Method Statements**

The Engineer and Contractor shall discuss the site establishment. The Contractor shall plan the site layout and establishment in detail, including the production of a sketch plan showing the construction site layout designed to avoid the impacts discussed further on. This plan must be approved by the Engineer prior to construction commencing. Thereafter, the Contractor shall provide all method statements detailing the construction programme, methods and associated plant. These details must be approved before construction commences. Any changes to a proposed method that could have significant environmental consequences shall be agreed upon with the Engineer first, before proceeding with the change.

The boundaries of each individual active construction areas are to be determined and pegged at the initial site meeting. Since portions of construction will occur in a populated rural area, it is important to ensure that the active construction areas are fenced/barrier taped to prevent unauthorized access to the construction site. Local residents must be informed of the proposed development and the potential dangers associated with the construction i.e. open excavations, wet cement, construction materials. Similarly, construction personnel are to be informed that encroachments into surrounding lands will carry severe penalties.

##### ○ **C3.5.1.2. Transport of Materials, Equipment and Staff to Site**

This section of the EMP covers the issues associated with the transport of construction material, equipment and staff to and from the site. The aim of this component of the EMP is to ensure that the transport activities associated with the project do not impact significantly on the environment and the surrounding residents.

- Access to the construction sites will be via existing roads. The contractor will monitor the condition of the road in the vicinity of the construction areas and should the road be damaged due to construction activities, the road will be repaired within two days of detection/complaint/notification.

- Equipment lay-down areas and material storage areas must be discussed and agreed to with the neighboring landowners and specified in the Site Establishment Plan for each individual construction site.
- Lay-down and material storage areas must be located away from the banks of rivers to avoid any contaminated stormwater runoff from entering the rivers. In addition, stormwater diversion berms or cut-off trenches must be constructed around the lay down areas.
- All potentially hazardous materials i.e. fuels, oils and chemicals, will be stored in an acceptable manner. In addition, all hazardous material storage areas will be bunded, with a minimum of sandbags.
- In the event of a spill of construction material, either hazardous or non-hazardous, the material must be contained in an area as small as possible. The split material must then be removed and disposed of in a legally acceptable manner. In the event of hazardous material spillage and cleanup, a safe disposal certificate will be required. In the event of a spill the Engineer must be notified immediately. Drivers will reduce speed and exercise caution due to pedestrians and other road users, especially in the vicinity of the construction site.
- The majority of the construction will take place adjacent to existing roads and, as such are utilized on a regular basis, throughout the day and night, by local residents. The contractor must ensure that the roads adjacent to construction areas are kept clear at all times and not blocked by construction vehicles or equipment. Should a road closure be required during the contract this must be discussed with the Department of Transport and the local community.

#### C3.5.1.3. **Excavation and Storage**

This section of the EMP deals with the earthworks to be undertaken during the construction period. The aim of this component of the EMP is to ensure that the area of impact due to construction is minimized and all material excavated during construction is stockpiled in an appropriate manner.

- The area of disturbance for the laying of pipes should be limited to 3m. Where possible woody vegetation must be trimmed back instead of removed and the pipelines must be diverted around large trees. The area of disturbance for construction of the reservoir is to be limited to the minimum extent necessary.
  - The topsoil (top 30mm of the soil) must be excavated and stockpiled separately.
  - The subsoil excavated and stockpiled adjacent to the trench.
- The stockpiles must be positioned away from the banks of rivers and streams to prevent soil-laden run-off from draining directly into the watercourses. Long-term stockpiles must be stabilized to at least a 1:4 slope that are not longer than 20m.
- Any blasting or jackhammer operation will be limited to times when air movement is minimal and site operating hours (at present no blasting is anticipated, however it may be necessary in areas with rocky substrates).
- The flow of water in any river must not be stopped during construction. Any activity requiring a temporary stoppage in the flow of water must be discussed in detail at the preliminary site meeting and a detailed method statement provided. Under normal construction conditions the water must be diverted around the construction site.



- Material that is excavated may either be used in final site rehabilitation or must be disposed at a suitable spoil area. The Contractor, in consultation with the Site Engineer, will identify a suitable spoil area.

#### C3.5.1.4. **Construction**

This section of the EMP deals with the construction and associated activities on the site. The aim of this component of the EMP to manage all possible impacts that may arise during the construction of the trash trap.

- All activities for construction e.g. concrete production will be located away from riverbanks with cut-off trenches or stormwater diversion berms constructed to ensure that any contaminated run-off does not drain directly into rivers.
- Water required for construction activities may be obtained from the river, however no water for domestic use may be abstracted from the river due to the risk of cholera in the area.
- All waste i.e. construction and general, generated by activities on the site will be disposed of in a waste disposal area to be designated in the Site Establishment Plan. The area is to be equipped with suitable containers i.e. skips or bins, of sufficient capacity. The contents of the skips/bins will be disposed of at a permitted waste disposal facility when they have reached capacity.
- No fires will be allowed on site. All cooking undertaken on the site must be done on gas equipment.
- The Contractor will provide temporary ablution facilities i.e. chemical toilets, for construction workers for the duration of the contract. These toilets must be located away from the river. Workers must be warned that severe penalties will be imposed if they do not utilize the facilities provided.
- The construction site is to be kept neat and tidy i.e. good housekeeping practices to be implemented.

#### C3.5.1.5. **Site Rehabilitation and Re-vegetation**

This section of the EMP deals with the site rehabilitation and re-vegetation after construction is complete.

- On completion of construction, all unused material and waste must be removed from the site.
- All erosion protection and prevention measures must be implemented as per the design requirements.
- All excavated material not utilized during the rehabilitation process must be disposed of at an appropriate spoil site.
- Disturbed area where construction or related activities have occurred will be re-vegetated, where appropriate. These will be ripped and scarified before rehabilitation commences. The following grassing specification must be used during the re-vegetation of the site:
  - fertilizer - Standard 2:3:3 (N:P:K) fertilizer shall be used on the site
  - Rate of Application – 200kg/hectare
  - grass seed mix - Eragrostistef (Teff) (5kg/ha)
  - Eragrostiscurvula (Weeping lovegrass) (10kg/ha)
  - Chlorisgayana (Rhodes grass) (10kg/ha)



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- Digitariaaeriantha (Smuts fingergrass) (5kg/ha)
- irrigation achieved. - 25mm of irrigation per day until 60% ground cover achieved.
- The seeding method recommended for re-vegetation is hand broadcasting, due to the small area to be re-vegetated. No trees or shrubs will be replaced during the re- vegetation process.
- All alien invasive plant species in the vicinity of the site must be removed prior to reinstatement and re-vegetation of the site. This will assist in the establishment of the new vegetation.
- The progress of the re-vegetation must be monitored on a regular (monthly) basis until at least 85% cover is achieved with no areas in excess of 0.04m<sup>2</sup> remaining un-vegetated.

**C3.5.1.6. Working Hours**

Portions of the construction site is located within populated rural areas, therefore all activities in the areas will be limited to between 07h00 and 17h00 during weekdays. Any work to be undertaken on weekends will be subject to the standard conditions a laid down in the contract document. These working hours will be strictly enforced and no loitering of Contractor's staff will be allowed after hours, except any security personnel appointed by the Contractor.

Due to the remote location of the site accommodation may be provided. The method for the hiring of labour, if required, will be confirmed during the facilitation process.

**C3.5.1.7. Complaints**

A procedure for lodging of complaints must be established and this must be communicated to the surrounding residents.

- Within 24 hours the Contractor will report to the Project Manager the occurrence or detection of any incident at the site, or incidental to the operation of the site which has the potential to cause, or has caused water pollution of the environment, health risks or nuisance conditions or which is a contravention of the authorization conditions.
- Within 7 working days (or a shorter period of time) from the occurrence or detection of any incident, an action plan will be submitted, with a detailed time schedule giving measures taken to:

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- Correct the impacts of the incident.
- Prevent the incident from causing any further impacts; and
- Prevent a recurrence of a similar incident.

An incident report and complaints register is to be kept and made available to the site engineer.

○ **C3.5.1.8. Compliance with Environmental Specification**

The contractor is deemed not to have complied with the Environmental Specifications if:

- Within the boundaries of the site, site extensions and access roads there is evidence of contravention of clauses.
- Environmental damage occurs due to negligence.
- The contractor fails to comply with corrective or other instructions issued by the Project Manager or Clerk of Works within a specified time period.
- The contractor fails to respond adequately to complaints from the public.

Application of a penalty clause will apply for incidents of non-compliance. The penalty imposed will be per incident. Unless otherwise stated in the project specification, the penalties imposed per incident or violation will be as follows:

<b><i>Incident/ Violation</i></b>	<b><i>Penalty</i></b>
Failure to stockpile material correctly	R 1 000
Pollution of water bodies	R 3 000
Failure to control stormwater runoff	R 1 500
Failure to provide adequate sanitation	R 3 000
Unauthorized removal / clearing of vegetation	R 10 000
Failure to provide adequate waste disposal facilities and services	R 5 000
Failure to reinstate disturbed areas within specified time period	R 3 000
Failure to rehabilitate disturbed areas within 3 months of completion	R 5 000
Any other contravention of the environmental specification	R 1 000

**C.3.5.1.9. Community Liaison Officer (CLO)**

The ward councillor in whose wards work is to be done will collectively identify a Community Liaison Officer (CLO) for the project and make the person known to the Contractor at the Site Handover Meeting. The Contractor will be required to enter into a written agreement with the CLO that specifies:

- Designation;
- The wage rate;
- Hours of work;
- Duration of appointment;
- The CLO's responsibility should include the following:
  1. Attend monthly site meetings;
  2. Assisting in all respects relating to the recruitment of local labour;

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3. Acting as a source of information for the community and councillors on any issue related to the contract;
4. Keep the Contractor informed on community issues that may affect the contract;
5. Set up meetings and mediate if any labour dispute arises;
6. Keep a written record of all labour related issues
7. Any other duties the Contractor may request the CLO to undertake, only with prior consultation;

The Contractor shall have the right to determine the number of labourers required at any given time, which will vary throughout the duration of the contract.

**C.3.5.1.10 Labour**

Local labour is to be used and the employment of such labour is to be effected by the Contractor through Community Liaison Officer (CLO) within the Umzimbubu Municipal area. The CLO shall assist the Contractor with the recruitment of local labourers to ensure an equitable distribution of people employed from those wards in the vicinity of the works.

The **minimum labour rate is R 180/day** in accordance with the Municipal Infrastructure – An Industry Guide to Infrastructure Service Delivery Levels and Unit Costs by Co-operative Governance & Traditional Affairs.