



## KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

### KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

QUOTATION No: R/N/2425/398

#### DESCRIPTION OF SERVICE:

**APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER AND REPAIRS OF STREETLIGHTS**

**NAME OF BIDDER:**

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#### Mandatory Requirements

1. Minimum of CIDB Grading 1EP or higher

#### COMPULSORY BRIEFING SESSION

Venue	Owen SITHOLE COLLEGE
Date	10 February 2026
Time	11:00am

#### Return of Bid:

Bid response documents may be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 01 Cedara Road, Cedara, 3200 or send by post to:

The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200.

Tel: (033) 343 8110 Ext 8110 before 11:00 am on the closing date: **16 February 2026**

Issued by:

**The Department of Agriculture and Rural Development**

**1 Cedara Road**

**Cedara**

**3200**



**KWAZULU-NATAL PROVINCE**

**AGRICULTURE AND RURAL DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA**

**INVITATION OF QUOTATION FROM R1 - R1 MILLION**

**THIS FORM MUST BE COMPLETED IN DETAIL AND MUST BE ACCOMPANY A VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT / FULL CSD REPORT**

<b>QUOTATION NUMBER: R/N/2526/398</b>	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
<b>CLOSING DATE: 16 February 2026</b>	<b>CLOSING TIME:11H00</b>
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: <b>APPOINTMENT OF SERVICE PROVIDER TO SUPPLY,DELIVER AND REPAIRS OF STREETLIGHTS</b> <b>SEE SPEC ATTACHED</b>	COMPANY NAME:  TEL NO: FAX NO:  CONTACT PERSON:  <b>CSD REG NUMBER MAAA.....</b>
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R .....
COMPANY OFFICIAL STAMP (COMPULSORY)	..... SIGNATURE OF BIDDER  ..... DATE
<b>QUOTATION TO BE RETURNED TO:</b> <b>Head office 1 Cedara road Pietermaritzburg tender box at scm cedara head office Department of agriculture and rural development</b> <b>L Zondi</b> <b>TELL:033 343 8110</b>	
<b>NB: ALL DOCUMENTS MUST PERTAINING TO THIS QUOTATION MUST BE COMPLETED IN FULL , SIGNED AND RETURNED WITH ALL YOUR SUPPORTING DOCUMENTS.</b>	

**FOR ENQUIRY ONLY**

**END-USER NAME** : M.K Shakwane  
**CELLPHONE NUMBER** : 035 7951345/ 076 821 7976  
**E-MAIL ADDRESS** :  
**PROPOSED DELIVERY DATE** : 30 November 2025  
**DELIVERY ADDRESS** : Owen Sithole College of Agriculture  
**LOCAL MUNICIPALITY** : uMfolozi LM  
**DISTRICT** : King Cetshwayo

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1.	SUPPLY AND DELIVERY OF ALL MATERIALS					
2.	SITE CLEARANCE AND DE-BUSHING					
3.	EARTHWORKS (EXCAVATIONS, SITE LEVELLING AND CONCRETE WORKS)					
4.	REPLACEMENT OF FAULTY STREETLIGHTS					
5.	REINSTATEMENT OF KNOCKED-DOWN POLES					
6.	INSPECTION OF OPERATIONAL LIGHTS					
7.	ELECTRICAL INSPECTIONS AND CABLING					
8.	STRUCTURAL INTEGRITY OF POLES					
9.	FIXTURES AND COMPONENT REPLACEMENT					
10.	CLEANING AND ENVIRONMENTAL MAINTENANCE					
11.	PREVENTIVE MEASURES					
12.	DOCUMENTATION AND REPORTING					
13.	MAINTENANCE PLAN					
14.	COMPLETION & HANDOVER REQUIREMENTS					
15.	STREETLIGHT INSPECTION					
16.	PROGRESS REPORTS					
17.	SITE CLEAN-UP AND EXIT					
18.	SAFETY PRECAUTIONS ON SITE DURING CONSTRUCTION					

19.	TOILET FACILITIES				
* LABOUR (IF APPLICABLE)					
*DELIVERY (IF APPLICABLE)					
					TOTAL
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT					
					TOTAL PRICE
CIDB Grading (IF APPLICABLE):					

COMPANY NAME : \_\_\_\_\_  
 CSD NUMBER : \_\_\_\_\_  
 ADDRESS : \_\_\_\_\_  
 CONTACT PERSON : \_\_\_\_\_  
 CONTACT NUMBER : \_\_\_\_\_

\*VAT Registration No. (Supplier) \_\_\_\_\_

PRICES ARE VALID FOR DAYS **Mark one Box (X)**  
 30  60  90  120

SIGNATURE..... DATE.....

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	<b>11:00AM</b>
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>Head office 1 cedara road Pietermaritzburg tender box at scm cedara head office Department of agriculture and rural development</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	L. Zondi/		CONTACT PERSON		
TELEPHONE NUMBER	033 343 8110		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Lungani.Zondi@kzndard.gov.za		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	<b>MAAA</b>
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
 .....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  
**YES/NO**

2.3.1 If so, furnish particulars:  
 .....  
 .....

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA**

**SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN**

**MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

..... <b>Signature</b> .....	..... <b>Date</b> .....
------------------------------------	-------------------------------

<sup>2</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.

**Position**

**Name of bidder**

**SBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<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



Pmax = Price of highest acceptable tender

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points )
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points )
Enterprises located in a specific District <i>(Proof of residence to be attached)</i>	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities <i>(Proof to be attached)</i>	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans <i>(Proof to be attached)</i>	6	
A cooperative owned by 51% black people	5	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

Non-Profit Company  
State Owned Company  
[TICK APPLICABLE BOX]

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

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

The following preferential goals will contribute to the advancement of designated groups.

Procurement above R1 to R1M (80/20) the Department will allocate the Specific goal points as follows:

An EME or QSE entity which is 100% Black owned will be awarded 10 points and

An EME or QSE entity which is:

51% black people who are youth.

51% black people who are women.

51% black people with disabilities.

51% black people living in rural or underdeveloped areas or townships.

51% black people who are military veterans.

A cooperative owned by 51% black people

**Procurement from R1 – R29 999** the Department will allocate points on entities that are owned by black people which will be 10 of 20 (80/20) and the promotion of enterprises located in a specific district for work to be done or services to be rendered in that district will be 10 of 20 (80/20).

<p><b>The specific goals allocated points in terms of this tender</b></p>	<p><b>Number of points allocated (80/20 system)</b> (To be completed by the organ of state)</p>	<p><b>Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points )</b></p>
<p><b>100% Black owned entities</b></p>	<p><b>10</b></p>	
<p><b>The specific goals allocated points in terms of this tender</b></p>	<p><b>Number of points allocated (80/20 system)</b> (To be completed by the organ of state)</p>	<p><b>Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points )</b></p>
<p><b>Enterprises located in a specific District (Proof of residence to be attached)</b></p>	<p><b>10</b></p>	

If the entity is 100% owned by black people, this must be supported by a BBBEE certificate or affidavit or share register or CSD report.

**Procurement from R30 000 – R1M** the Department will allocate the points on entities that are owned by black people which will be 10 of 20(80/20) and 5 of 10 (90/10).

If the entity is 100% owned by black people, this must be supported by a BBBEE Certificate or Affidavit or Share Register or CSD report

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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points )
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points )
At least 51% Black people who are women	10	
At least 51% Black people who are youth	8	
At least 51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

Should the service provider qualify for more than one (1) HDP points, the Department will award the highest score. HDP points indicated herein above are not fixed therefore subject to change as and when necessary

SECTION D

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

**N. B.:** THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved:

Quotation Reference No: **R/N/2526/398**

Goods/Service/Work: **APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER AND REPAIRS OF STREETLIGHTS**

\*\*\*\*\*

This is to certify that (bidder's representative name)

\_\_\_\_\_

On behalf of (company name) \_\_\_\_ -

\_\_\_\_\_

Visited and inspected the site on \_\_\_/\_\_\_/\_\_\_\_\_ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**  
(PRINT NAME)

DATE: \_\_\_/\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
**Name of Departmental or Public Entity Representative**  
(PRINT NAME)

<b>Departmental Stamp With Signature</b>

SECTION G

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE: .....	

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

**CONTRACT FORM - SALE OF GOODS/WORKS**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I undertake to make payment for the goods/works as specified in the bidding documents.
  
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1.	.....
2.	.....
DATE:	.....

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –  (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups means:  (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_ %
- Black Disabled % = \_\_\_\_\_ %
- Black Unemployed % = \_\_\_\_\_ %
- Black People living in Rural areas % = \_\_\_\_\_ %
- Black Military Veterans % = \_\_\_\_\_ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths Signature & stamp

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –  a) Who are citizens of the Republic of South Africa by birth or descent; b) Who became citizens of the Republic of South Africa by naturalization- I. Before 27 April 1994; or II. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups means:  a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;  b) Black people who are youth as defined in the National Youth Commission Act of 1996;  c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;  d) Black people living in rural and under developed areas;  e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	--

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_ % Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_ %
  - Black Disabled % = \_\_\_\_\_ %
  - Black Unemployed % = \_\_\_\_\_ %
  - Black People living in Rural areas % = \_\_\_\_\_ %
  - Black Military Veterans % = \_\_\_\_\_ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths Signature & stamp

**KWAZULU-NATAL PROVINCE**AGRICULTURE AND RURAL DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA**APPOINTMENT OF AN ELECTRICAL SERVICE PROVIDER TO SUPPLY, INSTALL AND REPAIR OF STREETLIGHTS AT OWEN SITHOLE COLLEGE OF AGRICULTURE (OSCA) - UMFOLOZI LOCAL MUNICIPALITY UNDER KING CETSWAYO DISTRICT MUNICIPALITY**September 2025

<b>TABLE OF CONTENTS PROJECT TECHNICAL SECTION</b>			
<b>No.</b>	<b>Section</b>	<b>Pages</b>	<b>Returnable section?</b>
1	Table of Contents	1	NO
2	A   General Notes & Disclaimer	2	NO
3	B1   Special Conditions of Contract - 2015 SAICE General Conditions of Contract as amended	3 - 7	NO
4	B2   Special Conditions of Contract - Additional	8 - 15	NO
5	C   Terms of Reference	16 - 17	NO
6	D   Detailed Scope of Works	18	NO
7	E   Standard Technical Specifications for building works	19 - 24	NO
8	F   Project Particular Specifications	25 - 28	NO
9	H   List of Appendices	29	NO
10	APPENDIX 1: PRICING SCHEDULE	30 – 35	YES
10A	Bill of Quantities	31 – 34	YES
10B	Summary of Sections/ Schedules	35	YES
11	APPENDIX 2A   Contractor's Health & Safety Declaration	36 – 37	YES
	APPENDIX 2B   Pro Forma OHS Agreement	38 – 40	NO
12	APPENDIX 3   Locality map	41	NO



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## A | GENERAL NOTES AND DISCLAIMER

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### 1 COMPLETENESS OF THE DOCUMENT

- 1.1 The information provided in this document is done in good faith. Information regarding subsurface conditions, materials on site and other site information supplied is for the contractor's convenience, as an indication of conditions likely to be encountered.
- 1.2 No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials.
- 1.3 The information provided will not be regarded as in any way limiting the Contractor's responsibilities. He/ She will be held to have satisfied him/herself of all conditions to be encountered on site and to allow accordingly in his/her tendered rates.

### 2 APPLICABLE STANDARDS

- 2.1 The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) with particular reference to *SANS 10400 General principles and requirements, latest version* shall apply to this Contract together with additional amendments as set out herein.
- 2.2 The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer.
- 2.3 These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.
- 2.4 As for the Design elements of the contract, SANS 10160-1:2019: "*Basis of structural design and actions for buildings and industrial structures.*" will apply.

### 3 CONTRACT DOCUMENTS

- 3.1 This contract is governed by the conditions of the Special Conditions of Contract (Section B1 & B2) and must be read in conjunction with the referenced Drawings of Appendices 4 and 5A & B.
- 3.2 If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any construction.
- 3.3 The same applies for purported differences between the technical specifications and schedule of quantities.

### 4 ERRORS

- 4.1 Whilst efforts have been made to ensure correctness of the document, especially regarding Technical Information; Bill of Quantities, formatting; numbering and referencing etc. the onus lies with the contractor and those utilizing this document to verify all information and to confirm such, especially during pricing.
- 4.2 In instances where works/items are referenced in the Technical Information but omitted in the Bill of Quantities, and the error is picked up before the job is awarded, an amended BoQ will be sent for pricing before closure of the bid/quote. If the error only comes to the light after award of the job, the omitted item(s) will be paid for from the Contingencies allocation, after a market related quote was submitted by the SP and approved by the Engineer, and installation of the item has taken place.



**APPOINTMENT OF AN ELECTRICAL SERVICE PROVIDER TO SUPPLY, INSTALL AND REPAIR OF STREETLIGHTS AT OWEN SITHOLE COLLAGE OF AGRICULTURE(OSCA) - UMFOLOZI LOCAL MUNICIPALITY UNDER KING CETSWAYO DISTRICT MUNICIPALITY**

**B | SPECIAL CONDITIONS OF CONTRACT  
Section 1: Amendments to GCC 2015 (3<sup>rd</sup> Edition)**

*This contract will be governed by the General Conditions of Contract (CC 2015 - Third Edition), as per the amendments tabled below (Section B1), as well as by additional Special Conditions of Contract (SCC) (Section B2). If any of the GCC clauses were to contradict or differ from the SCC, the SCC one(s) will prevail.*

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**GENERAL CONDITIONS OF  
CONTRACT AS PER GCC  
2015 (III) AMENDMENTS**

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**AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2024****(1)**

#	SECTION	ACTION	CLAUSE	AMENDMENTS
1	1.2.1	Insert	1.2.1	Any written communication "(be it electronic or otherwise)) between the parties [...] etc
2	1.2.1	Add	1.2.1.3	Extra subclause: "1.2.1.3 it can be established that any means of electronic written notification by email, short message service or otherwise, can reasonably be expected to have been received by the addressee."
3	2.2.4	Add	2.2.4.2	"In addition, the total of the additional works should not exceed the balance of the Contingencies or, if applicable, the approved Variation Order amount."
4	2.3	Add	2.3.2	The contractor is to provide an estimate of the costs of the additional work, if possible on the basis of his rates as per the Pricing data and/or quotes from suppliers. The costs shall not exceed the balance of the Contingencies allocation for the project, unless permission for a Variation Order has been granted before the additional work has been approved. The Employer's Agent will make a recommendation to the responsible manager who will subsequently take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.
5	3.1.1	Replace	3.1.1	"A registered professional in a built environment profession that is appropriate to the Scope of Work" by: "an Engineering professional in an Engineering field that is appropriate for the Scope of Work, e.g. Agricultural and/or Civil Engineering"
6	3.3.1	Insert	3.3.1	The Employer's Agent shall be entitled, "but not without giving prior notice to the Contractor", to appoint a person [...] etc
7	3.3.3	Remove	3.3.3	"Notwithstanding the aforesaid" the powers and [...] etc.
8	4.2.2	Add	4.2.2	[...] in terms of Clause 3.3.4. "Should the Employer's Agent find that works were executed or items were purchased that he could not approve of and was not consulted about on instruction of any other persons, he is entitled to instruct the contractor to correct the disputed works at his own costs".
9	4.4.2	Add	4.4.2 (2)	Sub-clause (2): "The Department reserves the right to negotiate with the contractor the use of a sub-contractor if it is felt that the subcontractor nominated by the Contractor is likely to be unable to successfully implement the proposed works."
10	4.4.5	Remove	4.4.5	Any appointment of a subcontractor "in accordance with clause 4.4.4" shall not amount to, etc.
11	4.5.3	Insert	4.5.3	"Unless specified otherwise in the procurement document", the Contractor shall be [...] etc.
12	4.7.1	Insert (2x)	4.7.1	[...] instructions for dealing therewith. "The notification duty equally applies to the discovery of graves with human remains." if, by reason of such instructions, the Contractor suffers delay to Practical Completion and/or incurs proven additional cost he can make a claim in accordance with Clause 10.1.
13	5.3.2	Replace	5.3.2	Replace "within the number of days stipulated in the Contract Data from the Commencement Date", by "at the site handover, or at the latest two (02) weeks after site handover, but before commencement of any works";
14	5.3.2	Replace	5.3.2.1	Replace "terminate the Contract in terms of Clause 9.2." by: "suspend the commencement of the work until such time that the documentation is in order".



**AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2024**

(2)

#	SECTION	ACTION	CLAUSE	AMENDMENTS
15	5.3.2	Add	5.3.2.2	Sub-clause: "(2) In the sustained absence of the correct documentation, the Employer will terminate the Contract in terms of Clause 9.2."
16	5.10.1	Remove	5.10.1	"The Contractor may, in writing to the Employer's Agent, demand compliance within a stated time by the Employer with the terms of the Contract, which terms shall be specified in such demand." If the Contractor suffers[...] etc.
17	5.10.1	Rephrase	5.10.1	If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure or delay on the part of the Employer, his agents, employees or other contractors (not employed by the Contractor), the Contractor "can submit for consideration to the Employer's agent an Extension of Time for Practical Completion and/or monetary compensation request" in accordance with Clause 10.1 within 28 days after the cause of the delay occurred.
18	5.13.1	Replace	5.13.1	[...] "the sum stated in the Contract Data" By: "an amount of up to 0.05% of the contract sum minus the Contingencies"
19	5.13.1	Remove	5.13.1	"including special non-working days"
20	5.13.1	Insert	5.13.1	[...] Practical Completion. " This amount shall be subtracted from the Retention moneys and/or from the claim of one of the part payments". The imposition or [...]
21	5.14.1	Replace	5.14.1	"to the requirements for achieving practical completion as set out in the Contract Data" by: "to the extent that the works can be used for the purpose they were intended."
22	5.14.3	Add	5.14.3.3	"The Contractor will not be responsible to repair wear and tear to the facility as a result of the occupation before completion."
23	5.14.4	Insert	5.14.4.1	"As soon as the work referred to in the further list " (Snaglist)" issued in terms of [...] etc
24	5.14.4	Insert	5.14.4	Certificate of Completion "of Works".
25	5.15.1	Add	5.15.1	"Usable surplus materials that have been fully paid for should be left on site, provided they are not obstructing access, are no source of pollution, nor an eyesore, and the owners of the site are in agreement, and have established, in consultation with the Employer's agent, that the use of the items left behind does not constitute a health hazard.
26	5.14.5	Insert	5.15.5	Certificate of Completion "of Works"
27	5.14.5.4	Replace	5.14.5.4	"Employer" by: "beneficiary/ies"
28	6.1.1	Add	6.1.2	Subclause: This is a re-measurement Contract in terms of Clause 1.1.1.28 in which the Contractor is paid an amount determined from the actual quantities of work completed multiplied by the rates or prices for such work subject to adjustments in accordance with the Contract.
29	6.2.1	Insert	6.2.1	[...] Employer's Agent, "if so requested in the Special Conditions of Contract for this Contract or the SLA", as part of the [...]. etc.
30	6.4.1.4	Add	6.4.1.4	[...] of Clause 6.5, "if the pricing schedule solicited rates for day work items"

**AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2024****( 3 )**

#	SECTION	ACTION	CLAUSE	AMENDMENTS
31	6.4.1	Add	6.4.1.5	"Alternatively, the Employer's Agent may issue an instruction to the Contractor to submit a quote for those items required for the additional work on the basis of supplier quotes, and combine these, if applicable, with day work rates, if these are available. The Contractor will in this case be compensated on a proven cost, plus mark-up basis."
32	6.6.1.2.1 6.6.1.2.2	Replace	6.6.1.2	Executed by a subcontractor appointed in terms of Clause 4.4.3, the Contractor shall be paid the sum or sums paid or due to be paid by him to the subcontractor, "plus the mark-up percentage stated by the Contractor in his Pricing Data, or, in the absence thereof, a default mark-up of 10%."
33	6.6.3	Add	6.6.3	[...] Contract price "and will not be paid out to the Contractor"
34	6.7.1	Add	6.7.1.1 6.7.1.2	"Should, in the view of the Contractor, the quantities or volumes provided in the Bill of Quantities/Pricing Data differ substantially of those required for the Works, he should point such out to the Employer's agent who will subsequently consider if: 6.7.1.1 The degree to which the volumes and quantities exceed the ones provided in the Pricing data would warrant payment from the Contingencies allocation; 6.7.1.2 Reduced numbers, volumes and quantities would warrant consideration as savings."
35	6.8.1	Add	6.8.1	"with the exception of the cases mentioned under clauses 6.8.2, 6.8.3, 6.8.4 and 6.8.5."
36	6.8.2	Add	6.8.2	"set out in the Contract Price Adjustment Schedule" "(Section 11.2)."
37	6.8	Add	6.8.5	New section: "6.8.5 Price adjustments through balancing of the pricing data "6.8.5 Should the Engineering Agent find that the rates of prices of individual line items of the original Pricing are not realistic, the Employer's Agent may request the Contractor to balance the Pricing Data and amend the items under consideration upwards or downwards to bring them in line with market values and submit them for approval to the Contractor, who will not unreasonably reject them. If accepted, these adjusted values become binding throughout the Contract period."
38	6.9.4	Add	6.9.4	At end of clause 6.9.4: [...] incorporation in the Permanent Works. "Any surplus material that has been fully paid for should be left on site after completion of the Works, adhering to the provisions made under Clause 5.15.1."
39	6.10.1	Replace	6.10.1	"With regards to [...] as the Employer's Agent may require) and" [...] <b>By:</b> "The Employer's Agent after having inspected the Works shall prepare a payment certificate provided that enough progress is made, and send it to the Contractor for consideration. After the Contractor and the Employer's Agent have agreed on the valuation, the Contractor will submit an invoice for payment. The Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify [...] etc."



**AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2024 (4)**

#	SECTION	ACTION	CLAUSE	AMENDMENTS
40	6.10.2	Insert	6.10.2.1	Extra sub clause <u>before</u> present clause 6.10.2 (Present section 6.10.2 becomes 6.10.2.1): "6.10.2.1 No valuation of or payment for materials will be made that have not been installed or otherwise been incorporated in the Works, unless the Employer's Agent has approved a written request for a special arrangement in this regard, prior to the delivery of the materials to site. The request should detail the type and quantities and/or volumes of the materials, and the estimated total value, including transport and delivery to site, of the materials, which will exclude plant and building equipment."
41	6.10.2.2	Insert	6.10.2.2	Present clause 6.10.2 becomes 6.10.2.2: insert before start of sentence) "6.10.2.2 Should the Employer's Agent grant in principle approval for materials delivered to site to be included in the valuation", the Contractor shall deliver with his statement, pursuant to Clause 6.10.1.5, copies of invoices or receipts in respect of the purchase and delivery of the materials for which the Contractor claims payment.
42	6.10.2.3	Replace	6.10.2.3	"6.10.2.3 The valuation of such materials shall be based on" by: "50% of the total" of the purchase price [...] etc.
43	6.10.3	Add	6.10.3	[...] Contract data. "Apart from the retention percentage as stated in the contract data, there will be no limit to the amount of Retention money, unless the Contractor has submitted a bank guarantee, in which case the Retention limit will be 5% of the contract value minus the contingencies
44	6.10.6	Remove	6.10.6.2	Entire sub section.
45	7.5.3	Correction	7.5.3	[...] in writing (in which even the shall be deemed to" to be corrected to [...] in writing, in which event the Employer's Agent shall deemed to have given, etc
46	Chapter 10	Refer	Chapter 10	Where GCC 2015 clauses regarding Claims & Disputes would deviate from procedures used by KZNDARD Legal Services, the latter will prevail.  Entire Contract Price Adjustment Schedule by: <b>11. CONTRACT PRICE ADJUSTMENT SCHEDULE</b>
47	CPAS	Replace	11 11.1 11.2 11.2.1 11.2.2 11.3	11.1. Contract Price adjustments (CPA's) would only apply to those contracts that actually HAVE price adjustment provisions included in them. Most contracts are of the Fixed Price type. 11.2. For the determination of contract price adjustment factors, the latest STATS SA Construction Materials Price Indices Statistical Releases will be used. The following tables will be used: 11.2.1. Table 1 (CPAP Work Group Indices); 11.2.2. Table 2 (Construction Input Price Index (CIPi) – Material Purchases By Type of Service. 11.3. Project specific weightings will be used and applied to the relevant workgroups of Tables 1 and 2.



## B | SPECIAL CONDITIONS OF CONTRACT

### Section 2: Additional Special Conditions

1. *These Special Conditions of Contract (SCC) should be read in conjunction with the General Conditions of Contract for the Construction Industry, GCC 2015 (Third edition) clauses, as amended.*
2. *If any of the Special Conditions of Contract (SCC) clauses listed below would contradict, or in any way deviate from a corresponding clause of the GCC 2015, the SCC one will prevail.*

## B2 | SPECIAL CONDITIONS OF CONTRACT - ADDITIONAL

### 1. CONSTRUCTION PERIOD, DUE COMPLETION DATE & CONTRACT PERIOD

- 1.1. The total contract period will be **five (5) months**.
- 1.2. The contract period will start at site handover and finish with the end/expiry of the liability period.
- 1.3. The completion period from the site hand over up to practical completion of the project will be **one (1) month**. The commencement of work should be no later than 14 days after the handover.
- 1.4. Works Completion shall be **no later than 1 month** after practical completion, when all outstanding work from the snag list has been attended to.
- 1.5. The liability period will be **three (3) months**, calculated from the date of Completion of Works.

### 2. COMPETENCY OF THE SERVICE PROVIDER

- 2.1. It is estimated that tenderers should have a CIDB contractor grading designation of **2EB/EP** or higher. The contractor is to submit evidence of his/her **OWN Active** registration.
- 2.2. Demonstrate proven experience in **electrical infrastructure projects**, particularly in streetlighting or related electrical installations. Preference will be given to firms with a track record of successfully completing similar projects, showing technical competence, skilled personnel, and the ability to manage and deliver electrical works to required standards.

### 3. WATER AND POWER

- 3.1. The Contractor shall make the necessary arrangements for the provision of any water and power and will make sufficient back up arrangements to mitigate the effects on the progress of the work due to scheduled or unscheduled power outings.
- 3.2. No payment will be made for the provision or use of these services, other than via the relevant line items in the Preliminary & General section of the Pricing Schedule.

### 4. LOCATION OF CAMP

- 4.1. No housing is available on site, but the Contractor can make arrangements with the beneficiaries for temporary accommodation for staff or labourers.
- 4.2. The camp should be outside of the demarcated construction site. See also SCC 8.5.
- 4.3. No persons other than a night watchman may sleep in the camp, without the approval of the beneficiaries.
- 4.4. The contractor is to make portable toilets available for his staff and workforce, and place these in consultation with the livestock association or beneficiaries.



## **5. HOUSING OF CONTRACTOR'S EMPLOYEES**

- 5.1 The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site.
- 5.2. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

## **6. LABOUR SOURCE & CAPACITY**

- 6.1. The Contractor will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.
- 6.2. The contractor is encouraged to source labour from the local community. The Contractor will negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.
- 6.3 If applicable, the contractor is required to comply with any existing Expanded Public Work Projects (EPWP) prescriptions that may exist concerning the creation of job opportunities during the implementation of the Works.
- 6.4 The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

## **7. SECURITY & RISK**

- 7.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.
- 7.2. The Contractor shall also be responsible for safeguarding all his/her plants, machinery, equipment and materials on site. The Employers Agent shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

## **8. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY**

- 8.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.
- 8.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.
- 8.3. The Contractor shall remain fully responsible for all material and plant etc. until the completed works and site have been officially handed over.
- 8.4. The placement and use of a temporary shipping container inside the precinct for the storage of tools and equipment will be allowed, provided that prior approval for such, including the location of the container, will have been obtained from the Farm Manager or his representative.
- 8.5. The Contractor must demarcate the work site clearly, using danger tape or other suitable means as per the requirements of OHS regulations.

## **9. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.**

- 9.1. The Contractor is advised that he will be held responsible for any damage to the existing paving, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his/her expense.
- 9.2. Refer to GCC 2015 (III) Clauses 8.4 (Indemnifications) and 8.5 (Reporting of Accidents).



## **10. DAMAGE TO PROPERTY**

- 10.1. If such services are discovered, immediate notification must be made to the Department and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.
- 10.2. Should the Contractor damage underground cable or pipes, or any other damage on property belonging to the Department, or any private property including buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department, the Contractor will be required to repair, in a perfect and workmanlike manner, all damage to the approval of the Engineer.
- 10.3. The cost of making good such damage, will be met by the Contractor as this must be covered by the Contractor's works insurance.

## **11. DAILY RAINFALL RECORDS**

- 11.1. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, or if the measured rainfall was not excessive, did not notably hinder the works, and/or did not deviate drastically in terms of the average number of rain days or total rainfall for the month for the area, the Department is under no obligation to grant extension of the completion period on the grounds of inclement weather.
- 11.2. Refer to GCC 5.12.1 (Extension of time for Practical Completion).

## **12. INSPECTION OF WORK**

- 12.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.
- 12.2. The Engineering Representative may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.
- 12.3. The Engineer must inspect and approve all reinforcement and formwork/ shuttering if applicable, prior to pouring any concrete.

## **13. NOTICE OF COVERING WORK**

- 13.1. The Contractor shall give due notice to the Engineering Representative whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.
- 13.2. If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineering Representative.

## **14. SUB-CONTRACTED WORK**

- 14.1. GCC 2015, Section 4.4 (Sub-contracting) will apply.
- 14.2. The contractor shall not sub-contract the entire contract.

## **15. INSURANCES**

- 15.1. Refer to GCC 2015 section 8.6.1 (Insurances)
- 15.2. Before the commencement of any work, the Contractor is required to provide written proof of the following insurances for the project awarded to them:
  - 15.2.1. Insurance against damage, destruction or loss to 50% of the value of the contract.
  - 15.2.2. Public Liability insurance.
  - 15.2.3. All risks (works) policy and Political.



15.3. The Contractor shall provide the Engineering Representative with proof that Insurance has been obtained for the contract period.

**16. OCCUPATIONAL HEALTH AND SAFETY**

16.1. Bidders (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the *Occupational Health and Safety Act (85/1993): Construction Regulations, 2014*, as published in the *Government Gazette* of 7 February 2014, or later amendments thereto. Financial provision shall therefore be made by each Bidder for, inter alia, the following:

- 16.1.1. Carrying out and documenting risk assessments of all work to be carried out under the contract.
- 16.1.2. Preparation of safe work procedures.
- 16.1.3. Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
- 16.1.4. Preparation of a Project H&S File to include all requirements of Table 1 and Appendix 2A.
- 16.1.5. Contractor to complete the Contractors Health and Safety Declaration in Appendix 2A.
- 16.1.6. Regular updating of all of the above.

Table 1 – OHS Requirements and submission dates

PAM Item No.	Requirement	OHS Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	7 days before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	7 days before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993 (Certificate)	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	Before commencement of construction.

- 16.1.7. Provision of medical certificates of employees.
  - 16.1.8. Provision of PPE and protective clothing for employees.
  - 16.1.9. Complying with all H&S requirements for the duration of the contract. In case of observed non-compliance, the contractor will be requested to cease all work and take corrective action.
  - 16.1.10. Provision of forced ventilation (as required when working in confined spaces).
  - 16.1.11. The completion and checking of the safety file upon completion of the works and handing it over to the Department.
- 16.2. The bidder is to indicate in Appendix 2A – Tables 1.1 and 1.2 the bid amounts for the OHS related items.
- 16.3. To enable the Department to appraise the allowances that bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations,



separate items (A.1.2.8 - Fixed) and A.2.2.6 – (Time Related) have been included in the Bill of Quantities for Health and Safety.

- 16.4. Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.
- 16.5. The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements Table 1 (see above) with the construction phase H&S plan where applicable.
- 16.6. The successful bidder shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.
- 16.7. The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

## 17. QUANTITIES OF WORK

- 17.1. The Contractor shall receive payment only for the works actually executed and approved by the Engineering Representative.

## 18. PROGRESS PAYMENTS

- 18.1. For construction works, payment shall only be paid for claims that are commensurate with the works actually executed and complete.
- 18.2. Payment for construction items will only be made against the progress as pertaining to built/installed items. Movable construction items and materials on site are generally **excluded** from progress payments until they have been fully installed or fitted or built up.
- 18.3. No advances will be paid for deposits to be paid by the contractor to specialist supply companies, unless such has been explicitly agreed upon in writing by the Engineer before commencement of the works.
- 18.4. If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.
- 18.5. The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.
- 18.6. With generally one month between the issuing of payment certificates, and 2-4 weeks between the submission of the claim and payment, **the contractor must be able to carry about 6-8 weeks of expenditure** before he/she gets paid.
- 18.7. The contractor shall be paid in up to a **maximum of twelve (12) part payments**, not exceeding the number reflected on the official Order.
- 18.8. Part payments will be made after the Department has certified the progress per work phase, and after successful delivery and installation (if and when required) of supply items, all in accordance with the Clause 19 (Retention).
- 18.9. Work Phases/ BoQ line items do not have to be completed in their entirety in order to be included in a claim. An estimate will be made by the Engineering Representative of the degree of progress, expressed as a percentage, made with the work phase or line item. More than one work phase can be included in a claim.
- 18.10. Part payments will be made after the Engineering Representative has approved the work and will be made in accordance with the Retention clause (19).



- 18.11. The penultimate payment occurs after *Practical completion*. The final payment will be made at *Final (Approval) completion* after the 3 months' liability period when the contractor has dealt with all defects, if any.

## 19 RETENTION MONEY

- 19.1 If no, or the wrong type of performance guarantee is submitted by the contractor, or if such a submission is in the wrong format or too late, a 10% retention will be automatically withheld on each of the payment certificates up to but not including Practical completion. Refer to SCC clause 23 (Completion of the Works) and GCC (2015) 6.2.2. (Contractor failing to select or provide security).
- 19.2 In case a bank/insurance/performance guarantee was issued, the retention will be 5%.
- 19.3 The Department will pay out half of this retention, or 10% (5%) of the bid value as part of the second last payment at *practical completion* of the works. The remainder, viz 5% (2.5%), will be paid out at towards the end of the defect liability period, 3 months after Completion of Works, the bidder having eliminated all defects, if any.
- 19.4 In some instances, the Employers Agent may decide to shorten this period order to allow all payments to be completed within the financial year. However, this is not a given and the Contractor will be notified if such would be the case.
- 19.5 GCC 2015 – Sections 6.10.3 (Retention Money) and 6.10.5 (Payment of Retention money) have reference.

## 20 DEFECT LIABILITY PERIOD

- 20.1 The defect liability period is three (3) months calculated from the date of the issuing of the Works Completion Certificate.
- 20.2 The contractor shall unconditionally guarantee all materials; workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

## 21 CONTINGENCIES

- 21.1 An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unscoped work and/or unforeseen additional expenditure not covered in the contract. **Payment of the Contingencies allocation is therefore not a given**, as the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.
- 21.2 Written approval from the Engineering Representative for the use of the Contingencies allocation is required *before* any purchases can be made or any work is started from this allocation.
- 21.3 After the need for contingencies has been identified and approved by the Engineering Representative, the contractor will submit a quote for approval to the Engineering Representative for the contingency items and services agreed upon, and as much as possible rates and amounts for materials and services that were already covered in the original pricing schedule, will be used. Where these are not available, suppliers' quotes are to be submitted with the Contractor's quote for the agreed upon contingencies.
- 21.4 The total costs of all contingencies shall not exceed the total of the Contingencies allocation for the project (10% of the net contract value before VAT), plus the possible savings made on other work items, unless official permission for a Variation Order has been granted before the additional work has been approved. The Engineering Representative will take a decision whether the additional work will be warranted and will communicate that decision to the Contractor.



## 22 TIME FOR PRACTICAL COMPLETION & DUE COMPLETION TIME

- 22.1 The project has to reach practical completion within **one (1) month**, calculated from the date of the site handover.
- 22.2 The whole of the Works shall be completed within the Due Completion Date at Completion of Works, which in this case will be no later than **two (2) months** after the site hand over.
- 22.3 If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.
- 22.4 The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause.
- 22.5 The date of completion will be extended only to the extent approved by the Department.
- 22.6 Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.
- 22.7 When the Works are completed, the Department will give a completion certificate, and the date of such certificate shall be the date of commencement of the guarantee period.
- 22.8 Refer to the GCC 2015 Clause 5.14 (Completion) and the relevant clauses of sections:
- |     |                             |      |  |
|-----|-----------------------------|------|--|
| 2.2 | Adverse physical conditions | 5.5  | Time for Practical Completion              |
| 2.3 | Technical data              | 5.10 | Delays attributable to the employer        |
| 2.4 | Ambiguity and discrepancy   | 5.12 | Extension of time for Practical Completion |
| 4.8 | Facilities for others       | 5.13 | Penalty for Delay                          |

## 23 COMPLETION OF THE WORKS

- 23.1 Work completion will be established over three stages.

### 23.1.1 Practical completion

This is defined as the stage when the works are found to be substantially complete and can be used for the purposes intended. This assessment will be solely made by the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer who will draw up a list of patent defects, commonly known as a "snag list", if any. *Patent defects* are defects that are visible or discoverable upon an ordinary and proper inspection.

### 23.1.2 Completion of Works

This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list. It is at works completion that the Contractor will be paid out 50% of the retention money.

### 23.1.3 Final Approval completion

Final Completion occurs after the end/expiry of the liability period, 6 months after Completion of Works.

- 23.2 Completion Certificates for Practical Completion, Completion of Works and Final Approval Completion will be issued by the Engineer after the respective construction phases have been completed.

## 24 PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

- 24.1 If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.



24.2 If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.

24.3 The Contractor a penalty for late completion of **up to 0.05% of the order value per working day delay**. This will be deducted from the retention.

24.4 Refer to GCC 2015 Section 5.13 (Penalty for delay).

## **25 BALANCING OF THE BID**

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

25.2 A bid will be considered to be out of balance if:

25.2.1 The combined, extended total tendered for the Contractor's General Obligations (Preliminary & General):

25.2.1.1 Fixed Charge Preliminaries

25.2.1.2 Time-Related Preliminaries

25.2.1.3 Provisional Sums

Exceeds a maximum of 15 % of the contract value (excluding contingencies, contract price adjustment and VAT).

25.2.2 The rate, price or amount tendered for any other item, (taking into account the possible inclusion into the item of other costs factors for the item, like installation and transport), differs substantially from market-related price as determined for that item at around the closing date of the bid.

25.2.3 These adjustments in rectification will be such that increases are balanced by decreases, leaving the bid amount itself unchanged.

25.2.4 Adjustments to be made and agreed upon with the Employer within five (5) working days of having been given written notice by the Employer to make adjustments, failing which the bid may be cancelled.



**APPOINTMENT OF AN ELECTRICAL SERVICE PROVIDER TO SUPPLY, INSTALL AND REPAIR OF STREETLIGHTS AT OWEN SITHOLE COLLEGE OF AGRICULTURE (OSCA) - UMFOLOZI LOCAL MUNICIPALITY UNDER KING CETSWAYO DISTRICT MUNICIPALITY**

**C | TERMS OF REFERENCE**

## **1. PROJECT BACKGROUND**

- 1.1. Owen Sithole College of Agriculture (OSCA), formerly known as Cwaka Agricultural College, was established in 1968. The former name of the college, Cwaka, was derived from the Cwaka stream, which means a calm stream. In mild 80' college was re-named after the late Nkosi Sigidisabathembu Owen Lancelot Sitole, the first Councillor for Agriculture and subsequently Minister of Agriculture for KwaZulu-Natal.
- 1.2. The Owen Sithole College of Agriculture (OSCA) Streetlight Project aims to restore the streetlighting system to full operational standards, ensuring safety, accessibility, and energy efficiency for students, staff, and visitors. This project provides the basis for defining the detailed scope of work and procuring the necessary services to reinstate, upgrade, and maintain the streetlighting infrastructure. The required work includes the inspection of existing lighting fixtures, poles, and electrical circuits; repair or replacement of damaged components; installation of new lighting where necessary; and testing to ensure compliance with applicable safety and performance standards. Service providers are expected to deliver a complete, functional, and sustainable streetlighting system that meets the operational requirements of the college and enhances the overall campus environment.

## **2. OBJECTIVE**

The objective of the Owen Sithole College of Agriculture (OSCA) Streetlight Project is to restore and upgrade the campus streetlighting system to ensure full operational functionality, safety, and accessibility. The project aims to reinstate non-functional lights, replace or repair damaged infrastructure, and implement energy-efficient and sustainable solutions. By achieving these objectives, the project will enhance campus security, provide adequate illumination for students, staff. Establish a reliable streetlighting system that meets the college's long-term operational and maintenance requirements.

Given the time constraints, and limited knowledge and skills within the Department, it is therefore required that an experienced electrical contractor with previous experience in streetlighting projects, electrical engineering, or related infrastructure development, and a proven record of accomplishment, be appointed to undertake this exercise.

It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in the document.

## **3. SCOPE OF WORKS**

- 3.1. The Owen Sithole College of Agriculture (OSCA) Streetlight Project is aimed at reinstating, repairing, and maintaining the campus streetlighting system to ensure safety, functionality, and sustainability. The works will address faulty installations, structural issues, and preventive measures while establishing a reliable maintenance framework. The scope of works includes the following key activities:
  - 3.1.1. Replace 48 faulty streetlights with new cabling and fittings.
  - 3.1.2. Reinstatement 5 knocked-down poles with new steel poles and LED floodlights to match the existing in all respect.
  - 3.1.3. Inspect and maintain 17 operational streetlights.
  - 3.1.4. Conduct full electrical inspections and replace defective cables, wiring, and breakers.
  - 3.1.5. Replace defective lamps, photocells, and fixtures.
  - 3.1.6. Clean and service all light fittings for optimal performance.
  - 3.1.7. Apply protective coatings (galvanization/anti-rust) on poles.



- 3.1.8. Establish routine maintenance and inspection schedule.
- 3.1.9. Provide documentation and reporting of all works completed.
- 3.1.10. Inspect all existing streetlights to confirm compliance with specifications and ensure that any new installations or reinstatements match the existing in height, design, and other specifications.
- 3.1.11. Completion of works, the service provider must issue a valid Certificate of Compliance (CoC) signed by a qualified electrician.

3.2. Site clean-up and removal of all construction debris upon completion.

#### 4. LOCATION

- 4.1. The College is situated 16 kilometres North of Empangeni on the Old Mtubatuba Road.
- 4.2. District : KING CETSHWAYO DISTRICT  
Local Municipality : UMFOLOZI LOCAL MUNICIPALITY  
Ward : 7  
Site Co-Ordinates : **28° 38' 22" S & 31° 56' 19" E**
- 4.2. Empangeni, take the Eshowe / Melmoth Road and turn off right at the Ngwelezana / Old Main Road intersection. Proceeding along this road cross the railway line, pass the airstrip to the right and finally cross the iron bridge over the Nseleni river.
- 4.3. The College signpost to the left is visible 250m soon after the Bridge crossing (Cwaka river with the steel bridge).



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## D | DETAILED SCOPE OF WORKS

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The contractor shall carry out all works necessary to reinstate, repair, and maintain the Owen Sithole College of Agriculture (OSCA) streetlighting system to full operational standards. The works include, but are not limited to, the following:

1. Site establishment by contractor.
2. Supply and deliver of all materials listed in the Bill of Quantities to project site
3. Site clearance and de-bushing.
4. Streetlight Replacement and Repairs: Replace 48 non-functional lights, reinstate 5 knocked-down poles with new steel poles and LED floodlights, and service 17 operational streetlights.
5. Electrical Inspections and Cabling: Inspect and test wiring, conduits, and breakers; replace faulty cables; and perform load and continuity testing.
6. Structural Integrity: Inspect poles for corrosion or damage, apply protective coatings, and replace compromised structures.
7. Fixtures and Components: Inspect and replace defective lamps, photocells, and fittings to ensure full functionality.
8. Preventive and Environmental Measures: Apply galvanisation, check for water damage, and maintain motion sensors and photocells.
9. Cleaning and Maintenance: Clean all light fixtures and remove vegetation or obstructions affecting poles.
10. Documentation and Reporting: Keep detailed maintenance records, provide a final completion report, and establish a routine inspection and maintenance schedule.
11. Completion of works, must hand over a valid Certificate of Compliance (CoC) signed by a qualified electrician, confirming that all electrical installations comply with SANS 10142 and OHS Act standards. All streetlights should be fully operational, with reinstated poles matching existing ones in height and specification, and all poles structurally sound, earthed, and protected against corrosion. Electrical components must be tested and certified safe, and the handover must include final inspection results, a completion report with an updated asset register, and a recommended maintenance schedule for future upkeep.
12. Site clean-up and exit.



## E | STANDARD TECHNICAL SPECIFICATIONS

### 1. PRELIMINARIES & GENERAL

The contractor is to note that all insurances (UIF, workmen's compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractor's responsibility and attention throughout the contract duration until handover of the project. This item also includes Occupational Health & Safety Act requirements. The Department reserves the right to stop progress of the works in case of non-compliance until these conditions are complied with.

### 2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

Although not bound in or issued with this document, the following SANS 1200 Standardized Specification for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards shall apply to this Contract. The Contractor shall be in possession of these Standardized Specifications and their related SANS 0120 Code of Practice that apply equally and shall keep a copy of each on site for reference by him and the Engineer for the duration of the Contract.

For "Workmen's Compensation Act" read "Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)" wherever it appears. For "Machinery and Occupational Safety Act" and "Mines and Works Act" read "Occupational Health and Safety Act, 1993 (Act 85 of 1993)" wherever they appear. In general, the Specifications published by the South African Bureau of Standards (SANS/SANS), series 1200 (Standardised Specifications for Civil Engineering Construction) shall apply. For "maintenance period" read "Defects Liability Period" in terms of Clause 53.1 of the General Conditions of Contract for Construction Works 2004, wherever it appears.

SANS Specifications applicable are:

- **SANS 10121-2 A:** General
- **SANS 10121-2 AA:** Small Works
- **SANS 10142-1:** Wiring of Premises – Low-Voltage Installations.
- **SANS 60598:** Luminaires – General Requirements and Tests.
- **SANS 121:** Hot-Dip Galvanized Coatings.
- **SANS 60529:** Protection against Water and Dust (IP Codes).
- **SANS 10396:** Maintenance of Electrical Installations.
- **SANS 1921-1:** Construction and Management Requirements.
- **SANS 10121-2 S:** Site Cleanup and Final Handover

Copies of SANS 1200 Standardized Specifications are available from the South African Bureau of Standards, Private Bag X191, Pretoria, 0001. In addition, the following Occupational Health and Safety Regulations (No 85 of 1993) are applicable: -

- General Safety Regulations
- Environmental regulations for workplaces
- Facilities regulations

### 2. APPLICABLE STANDARDS: MODEL PREAMBLES FOR TRADE (2008)

2.1. All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The Bid shall refer to "the Model Preambles for Trade" (2008 version), issued by the Association of South African Quantity Surveyors.

This covers the following categories (items in italics in particular apply to this contract):



Model Preambles for Trade (2008) (MPT2008)	
A   General	B   Alterations
C   Earthworks	D   Concrete, Formwork and Reinforcement
E   Precast Concrete	F   Masonry
G   Waterproofing	H   Roof Coverings etc
I   Carpentry and Joinery	J   Ceilings, Partitions and Access Flooring
K   Floor Coverings, Wall Linings, etc	L   Ironmongery
M   Structural Steelwork	N   Metalwork
O   Plastering	P   Tiling
Q   Plumbing and Drainage	R   Glazing
S   Paintwork	T   Paperhanging
U   External Works	

## 5. MATERIALS AND CONSTRUCTION

- 5.1. All materials must be newly purchased and conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage, curtains, etc... All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to CNCI standards and recommendations.

## 6. CONCRETE MIXES

- 6.1. All concrete, except for fencing bases, is to be ready mix, or mechanically mixed. No hand mixing.
- 6.2. Concrete cubes to be sent to test lab for 7-days and 28 days concrete cube strength testing.
- 6.3. Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m<sup>3</sup>.
- 6.4. Water addition should be kept to a minimum. Only sufficient water should be used to produce a workable mix of 60-100mm slump. A recommended maximum water: cement ratio is 1 for a 10MPa; 0.8 for a 15MPa; 0.65 for a 20MPa; 0.59 for a 25MPa; 0.53 for a 30MPa mix, however the lower the ratio the better the durability of the concrete. Approximately 210 litres per m<sup>3</sup> of concrete is required for an average quality sand and optimum quantity 19mm stone.
- 6.5. Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in Table 3.

TABLE 3: STANDARD CONCRETE MIXES					
Class of Concrete	Min. Compressive Strength in MPA at 28 Days	Max. Nominal Size of Coarse Aggregate in mm	Proportion of Constituents		
			>> 1 Wheelbarrow = 2 bags of cement <<		
			Cement (Parts)	Sand (Parts)	Stone (Parts)
A	10	37,5	1	4	5
B	15	19,0	1	3	4
C	20	19,0	1	2.5	3.5
D	25	19,0	1	2	3
E	30	19,0	1	2	2½

- 6.6. All required concrete to be ready mix delivered to site.



## 5. STANDARD PLASTER & MORTAR MIXES

5.1. The standard plaster mixes are as listed in Table 2:

PLASTER CLASS:	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
Rich mix (foundations, wet areas)	1 : 4	50	0-10	130
General purpose	1 : 5	50	0-40	165

5.2. The standard mortar mixes are as listed in Table 3:

MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200
This project	1 : 5	50	0-25	165

## 8. FINISHES TO IN-SITU CONCRETE

### 8.1. Class U1 - Ordinary Finish (Screeded)

Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level. No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.  
*Application:* finishes covered by backfill or concrete, footpaths, yards and driveways.

### 8.2. Class U2 - Wood Float Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood or bull float. Floating shall be started as soon as the screed finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.  
*Application:* as for U1 where a higher standard of finish is required. Floors to receive carpets with underlay or similar coverings, inverts of syphons, flumes, floors of canal structures, spillways outlet works and stilling basins. Surfaces which are intended for use by ambulant disabled or wheelchair-bound persons.

### 8.3. Class U3 - Trowelled

The concrete surface shall first be brought to a Class U1 ordinary finish. Then it is to be manually or mechanically steel trowelled after the concrete is sufficiently hardened, to prevent excess fine material and water being worked to the surface. This may be done in one or two stages depending on degree of smoothness required.  
*Application:* Direct wearing floors such as in factories, warehouses and processing plants, floors to receive thin sheet coverings, carpet and similar coverings. Inverts of water, tunnels and tunnel spillways. Not generally used for pedestrian or vehicular traffic where a smooth finish should be dangerous in icy or wet conditions. Is not suitable even when dry, for surfaces which are intended for use by ambulant disabled or wheelchair-bound persons.



#### 8.4. Class U4 - Machine Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish. Then it shall be screeded by a vibrating or oscillating screed or vibrating plate, or both, which may be supplemented by long handled metal, wooden, or rubber floats.

*Application:* this finish is used for durability where resistance to erosion and cavitation under action of high velocity water is especially required; and as firsts and second stage finishing for roads and airfield pavements prior to texturing with U5, U6 and U8 finishes.

#### 7.5 Class U5 - Shallow Textured Finish (hard or soft broom)

After any of the first 4 finishes (U1-U4), a brush finish is then applied with a hard or soft bristled broom. "Brushing" shall be started soon after any of the first 4 finishes to produce a uniform patterned coarse surface finish with a rough surface texture in the desired drainage direction.

*Application:* Footpaths, yards, driveways, roads.

### 8. CONCRETE STRENGTH TESTING

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#### 8.1. Compressive strength testing

8.1.1. Two sets of two cubes (for 7- and 28-days testing) should be tested per batch for 7- and 28-days testing. Certified lab to conduct the tests and test results to be submitted before payments for concrete bases can be made.

8.1.2. If the strength of any specimen varies by more than 15 percent of average strength, the work of which the sample was taken will be rejected. The average of three specimens gives the crushing strength of concrete. Deviations of the crushing strength by more than 10% below the required strength (30 Mpa) will result in rejection of the bases of which the samples were taken. These will be destroyed and rebuilt. Careful referencing of samples will be required.

#### 8.2. Cube test sampling & preparation

##### 8.2.1. Mixing of the concrete

1. Mix the cement and fine aggregate on a watertight none-absorbent platform until the mixture is thoroughly blended and is of uniform colour.
2. Add the coarse aggregate and mix with cement and fine aggregate until the coarse aggregate is uniformly distributed throughout the batch.
3. Add water and mix it until the concrete appears to be homogeneous and of the desired consistency.

##### 8.2.2 Sampling of Cubes for Test

1. Clean the moulds and apply oil.
2. Fill the concrete in the moulds in layers approximately 5 cm thick.
3. Compact each layer with not less than 35 strokes per layer using a tamping rod (steel bar 16mm diameter and 60cm long, bullet pointed at lower end)
4. Level the top surface and smoothen it with a trowel.

##### 8.2.3 Curing of Cubes

1. The test specimens are stored in moist air for 24 hours and after this period the specimens are marked and removed from the moulds and kept submerged in clear fresh water until taken out prior to test.

### 9. SITE CLEARANCE

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#### 9.1. Applicable standards



SANS 2001 – Construction Works Part BS1: Site Clearance. SANS 2001 standard specifications are deemed to satisfy the provisions of SANS 10400 (The application of the National Building Regulations).

## 9.2. Cutting of trees

9.2.1. *Precautions.* The contractor shall take the necessary precautions to prevent injury to persons and animals and damage to structures and other private and public property. Where necessary, trees shall be cut in sections from the top downwards.

9.2.2. *Branches overhanging boundaries.* The branches of trees to be left standing shall be so trimmed as not to encroach upon the space (of height at least 7m) vertically above any carriageway, railway formation, or other designated area.

9.2.3. *Preservation of trees.* No tree shall be cut down until the engineer has given written authorization for such work to commence.

## 9.3. Clearing

9.3.1. *Clearing shall consist of:*

9.3.1.1. The removal of all trees, rubbish, fences, and all other material that may interfere with the construction of the work.

9.3.1.2. The disposal of all material resulting from clearing.

9.3.1.3. The removal of rocks and boulders of size up to 0.15m<sup>3</sup> that are lying on the surface to be cleared or exposed during the clearing operations.

9.3.1.4. Where fences have to be taken down, sorting, coiling, and stacking of the material.

9.3.1.5. The removal and stacking of other reusable materials as scheduled.

9.3.2. *Haulage.* The moving of a certain amount soil or gravel may be inherent in or unavoidable during the process of clearing. No extra payment will be made for the removal such soil or gravel.

9.3.3. *Re-clearing of vegetation.* If during the contract period vegetation should again grow on any portion of the site, borrow areas, or the areas that have been cleared in accordance with the specification, the Engineering Representative may, if considers it necessary, order that such area be re-cleared. Such re-clearing shall include the removal and disposal of grass, shrubs, and other vegetation, as in the first clearing operation.

9.3.4. The site, including an area extending to at least 3 meters beyond the actual building or, if fencing forms part of the scope of works, up to the fencing perimeter, must be cleared and stripped of all plant materials, roots and topsoil prior to site levelling. The cleared and stripped material is to be stockpiled away from the construction site and is to be levelled / replaced once all construction is complete.

## 9.4. Grubbing

9.4.1. Stumps and roots larger than 75mm in diameter shall be removed to a depth of at least 600mm below the finished level and at least 100mm below the original ground level. Where the area has to be compacted, all stumps and roots including matted roots shall be removed to a depth of at least 200mm below the cleared surface.

9.4.2. Except in borrow areas, cavities resulting from grubbing shall be backfilled with approved material and compacted to a density at least equal to that of the surrounding ground.

## 9.5. Conservation of topsoil

9.5.1. The terms of Sub-clause 5.2.2 of SANS 1200DA: 1988 shall apply.

## 9.6. Other general works specifications

9.6.1 Levelling: the site is to be levelled prior to any construction. This includes excavation of in situ material to provide the pit.



- 9.6.2 **Backfilling:** Materials excavated and suitable for backfilling will be placed in even, thin layers and compacted with thickness applicable to the compaction method/machinery used but not exceeding 150mm.
- 9.6.3 **Compaction:** compaction of the site shall take place at optimum moisture content (OMC) to a maximum dry density of at least 95% of Mod. AASHTO. The Contractor shall arrange independent compaction testing, before the floor slabs are cast. Four (4) distributed places per site shall be tested, once off, after completion of the compaction of the floor base. (test results are to be provided). The floor is to be inspected prior to the pouring of any concrete.
- 9.6.4 **Site demarcation.** The corner points and other crucial points of the development must be pegged out by the contractor and will be checked by an Engineer before actual works can begin.
- 9.6.5 **Surplus material.** Surplus material will be retained by the department, and should any surplus material be taken by the contractor, or any material not be supplied, payment will be made based on what has been actually used/put in (to) the scheme. All material must be checked by a departmental representative prior to installation.
- 9.6.6 **Soil heaps** resulting from the levelling/clearing process must be levelled before the contractor leaves the site.



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## F | PROJECT PARTICULAR SPECIFICATIONS

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### 1. SITE ESTABLISHMENT BY CONTRACTOR

- 1.1. The site handover will only take place after the Contract Form (SBD 7.2) has been signed and an order has been issued and is in the possession of the Contractor.
- 1.2. Site establishment and commencement of works are to take place no later than 14 days after site handover.
- 1.3. During Site Handover, the KZN DARD officials will introduce the contractor to the participants and or community.
- 1.4. Contractor to show and/or submit for approval all required documentation at the site handover (H&S file, insurances, programme of works, cashflow projection, notification of construction work signed by the Department of Labour). No work to commence without these documents being approved.
- 1.5. Any issues regarding use of local labour, accepted labour rates, storage of provisions and materials/tools; services etc. can be discussed by the contractor with the participant(s); community representatives and the DARD local agricultural staff and on any other issue pertaining to the project.
- 1.6. Thereafter the contractor is expected to complete the site establishment as provided for.

### 2. SUPPLY AND DELIVERY OF ALL MATERIALS

- 2.1. The contractor must make proper and timeous arrangements with the participants regarding delivery of materials on site.
- 2.2. The contractor will remain responsible for the safekeeping of all material and equipment kept on site or kept for him by the community representatives. In the event of theft, losses or damage, the replacement costs will be borne by the Contractor alone.
- 2.3. The Engineer can request from the contractor the relevant invoices to verify if the materials on site are indeed as specified.

### 3. SITE CLEARANCE AND DE-BUSHING

- 3.1. The site must be cleared and stripped of all plant materials, roots etc.
- 3.2. Specifications for site clearing, including grubbing, are as per Section 9 of the Standard Technical Specifications.
- 3.3. During the compulsory site briefing it will be determined what exact work (clearing and/or grubbing and/or cutting of trees and/or bushes, etc) will be required to get the site ready for the construction of the guardhouse.

### 4. EARTHWORKS (EXCAVATIONS, SITE LEVELLING AND CONCRETE WORKS)

- 4.1. In terms of this contract, the term 'earthworks' refers to two (2) distinct operations, namely excavations and site levelling.
- 4.2. A combination of minor excavation work (for the pit and poles), as well as site levelling work (only in sloping areas, to be done **before** the excavation works), are required for this project to bring the site to the required standard that will then facilitate the implementation of all the other required works.
- 4.3. Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply.



- 4.4. Cleared and stripped topsoil material is to be stockpiled away from the construction site and is to be levelled out /replaced once all construction is complete.
- 4.5. Materials excavated and suitable for backfilling will be placed in even layers not exceeding 150mm and compacted in layers appropriate to the compaction method/machinery used but.
- 4.6. Concrete for all streetlight pole foundations shall have a minimum compressive strength of 30 MPa at 28 days with a maximum nominal coarse aggregate size of 19 mm, and the contractor may use any suitable method for mixing and placing the concrete, provided proof of strength is submitted to the DARD Engineering Representative and adequate curing and quality control are maintained.

## **5. REPLACEMENT OF FAULTY STREETLIGHTS**

- 5.1. Replace 48 non-functional LED floodlights and associated cabling.
- 5.2. Install new insulated, weather-resistant cables in compliance with SANS 10142-1 (Wiring of Premises – Low-Voltage Installations).
- 5.3. Test all replaced lights to ensure compliance with SANS 10142-1.

## **6. REINSTATEMENT OF KNOCKED-DOWN POLES**

- 6.1. Reinstall 5 streetlight poles damaged during mechanical operations.
- 6.2. Provide new galvanized steel poles with LED floodlights and foundations, designed in accordance with SANS 1200.
- 6.3. Test and commission reinstated streetlights.

## **7. INSPECTION OF OPERATIONAL LIGHTS**

- 7.1. Inspect and maintain 17 operational streetlights to ensure continued performance.
- 7.2. Replace minor defective components and tighten all connections.

## **8. ELECTRICAL INSPECTIONS AND CABLING**

- 8.1. Inspect all electrical wiring, conduits, and junction boxes.
- 8.2. Replace faulty cables and secure connections to comply with SANS 10198.
- 8.3. Inspect and replace defective circuit breakers as per SANS 556-1.
- 8.4. Conduct continuity and load testing.

## **9. STRUCTURAL INTEGRITY OF POLES**

- 9.1. Inspect poles for rust, corrosion, dents, cracks, or bends.
- 9.2. protective anti-corrosion coatings in accordance with SANS 121 (Hot-Dip Galvanization).
- 9.3. Replace poles that are structurally compromised.
- 9.4. Secure all nuts, bolts, and fasteners in line with SANS 1700.



## **10. FIXTURES AND COMPONENT REPLACEMENT**

- 10.1. Replace cracked glass, broken lamp covers, or defective photocells.
- 10.2. Ensure all fittings are sealed and comply with SANS 60598.

## **11. CLEANING AND ENVIRONMENTAL MAINTENANCE**

- 11.1. Clean lamp fixtures to remove dirt and debris.
- 11.2. Inspect for water ingress and reseal where necessary in compliance with SANS 60529 (IP Code).
- 11.3. Clear surrounding vegetation or obstacles.

## **12. PREVENTIVE MEASURES**

- 12.1. Apply galvanization and protective coatings as per SANS 121.
- 12.2. Test and calibrate photocells and motion sensors as per SANS 1459.
- 12.3. Install protective measures to safeguard against future environmental or mechanical damage.

## **13. DOCUMENTATION AND REPORTING**

- 13.1. Maintain records of inspections, repairs, and replacements in line with SANS 10396.
- 13.2. Submit a final completion report with test results, photographs, and recommendations.

## **14. MAINTENANCE PLAN**

- 14.1. Develop a routine maintenance schedule including inspections, cleaning, and testing.
- 14.2. Provide a handover maintenance plan aligned to SANS 10396.

## **15. COMPLETION & HANDOVER REQUIREMENTS**

- 15.1. Certificate of Compliance (CoC) - Must be issued by a qualified, registered electrician confirming all installations comply with SANS 10142 and OHS Act requirements.
- 15.2. System Condition After Completion:
  - All streetlights must be fully operational with no defects.
  - Reinstated poles must match existing ones in height, type, and specification.
  - All poles must be structurally sound, earthed, and protected against corrosion.
  - Electrical components (cables, breakers, wiring, lamps, photocells) must be tested and certified safe.
- 15.3. Documentation:
  - Signed CoC with electrician's details.
  - Final inspection/test results.
  - Completion report with details of work done and updated streetlight asset register.



**16. STREETLIGHT INSPECTION**

This inspection list was applied during the streetlight inspection; however, it can be modified or adjusted according to the professional knowledge and experience of the electrician or service provider. The list serves as a guideline to ensure consistency, but final judgment must always rely on electrical expertise, site conditions, and compliance with safety standards

No.	Item	Inspection Checklist	Correction / Action Required
1	Lamp	<ul style="list-style-type: none"> <li>• Check for burnt, broken, flickering, or dim bulbs.</li> </ul>	Replace faulty lamp or cable; further inspection may be required.
2	Fixture	<ul style="list-style-type: none"> <li>• Inspect for cracks, dents, or damage.</li> <li>• Ensure protective cover is intact.</li> </ul>	Replace damaged components; repair faulty wiring if necessary.
3	Electrical Wiring	<ul style="list-style-type: none"> <li>• Check for exposed wires (all should be properly insulated).</li> <li>• Ensure no loose or corroded connections.</li> </ul>	Replace faulty cable; further inspection may be required.
4	Pole & Base	<ul style="list-style-type: none"> <li>• Inspect for rust, corrosion, cracks, bending, or dents.</li> <li>• Confirm pole stability and secure base.</li> </ul>	Repair or replace damaged pole; apply anti-rust coating. Further inspection may be needed.
5	Water Damage	<ul style="list-style-type: none"> <li>• Look for moisture near base or inside fixture.</li> <li>• Inspect for water stains or rust (seal failure).</li> </ul>	Repair/replace seals; replace faulty components or cabling.
6	Photocell	<ul style="list-style-type: none"> <li>• Check operation (turns lights on/off with daylight).</li> </ul>	Replace faulty photocell or related wiring.
7	Overheating	<ul style="list-style-type: none"> <li>• Feel lamp/fixture for unusual heat (possible ballast or wiring issue).</li> </ul>	Replace faulty components; further inspection may be required.
8	Circuit Breaker	<ul style="list-style-type: none"> <li>• Check for tripped switches.</li> <li>• Test reset functionality.</li> </ul>	Reset or replace breaker; investigate overloads/short circuits.
9	Arcing / Sparks	<ul style="list-style-type: none"> <li>• Look for visible sparks, arcing, or burning smell.</li> </ul>	Immediate isolation of supply; replace faulty cable/components.
10	Vandalism / Tampering	<ul style="list-style-type: none"> <li>• Inspect for broken parts, cut wires, or interference.</li> </ul>	Repair or replace affected parts; secure installation against tampering.
11	Main Cable	<ul style="list-style-type: none"> <li>• Check for visible damage to main underground/overhead supply cable.</li> </ul>	Replace damaged cable and conduct electrical tests on the new cable.
12	Streetlight Poles	<ul style="list-style-type: none"> <li>• Inspect for corrosion, surface wear, or structural degradation.</li> </ul>	Schedule regular maintenance, recoating, or replacement to ensure long-term safety.

**17. PROGRESS REPORTS**

17.1. Contractor to submit monthly progress reports to the Engineer monitoring the construction. *Such reports must detail the actual work completed and verified against the updated approved programme of work.*

**18. SITE CLEAN-UP AND EXIT**

18.1. Upon completion of all works, the contractor shall remove all excess materials, rubble, debris, packaging, and waste from the site.

18.2. The site must be left in a neat, clean, and safe condition, free of construction-related hazards or obstructions.

18.3. Any damage caused to existing infrastructure, landscaping, fencing, or adjacent properties during the construction process must be repaired at the contractor's cost.



- 18.4. The contractor must ensure that all final inspections (municipal, engineering, and client) have been completed and signed off before demobilisation.
- 18.5. All site clean-up activities must comply with SANS 1921-1:2004 – Construction and Management Requirements for Works Contracts, specifically Section 5.4 regarding final cleaning and decommissioning.
- 18.6. A Completion Certificate and, where applicable, a Certificate of Occupancy must be obtained and handed over to the client before final exit from the site.

## 19. SAFETY PRECAUTIONS ON SITE DURING CONSTRUCTION

- 19.1. Contractor to complete APPENDIX 2A: The Contractor's Health and Safety Declaration as part of his bid/quote. See also SCC Clause 16 for the OHS compliance requirements.
- 19.2. One 5kg ozone friendly fire extinguisher and one (1) fully fitted 1<sup>st</sup> aid box is to be available at all times.
- 19.3. All safety equipment required to construct the facility are for the contractor's responsibility and provisioning. Examples include safety and protective clothing; sound scaffolding; false work and bracing; ladders etc... All equipment, tools and safety equipment are to be in a safe operating condition and must be used by the workers where appropriate.
- 19.4. Refer to general conditions for site safety as included in the regulations of the *Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)*.
- 19.5. Site operations and conditions requiring special attention include but are not limited to:
  - Equipment, machinery, tools: (stationary or mobile) such as vehicles, generators, pumps, drills, augers, picks, spades, hand tools, ladders, scaffolding to be in a safe operating condition and are to be used in a safe and responsible manner. The contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration.
  - Lifting and lowering of materials or personnel in any way whatsoever.
  - Personnel access and operations at raised levels or on raised platforms or scaffolding.
  - Excavation works and holes are to be clearly indicated to prevent injury to personnel.
  - Potential ingress of water on/through the site.
  - Potentially hazardous services may be present on site such as water and sewerage mains, electricity cables etc...
  - Chemical transport, storage and usage whatsoever – this includes chemical contact through equipment use such as fuels and oils; materials such as creosote, paints, solvents, cement, concrete.
  - Barriers and safety cordons, safety and warning signage, sirens, lighting etc. as required
  - Safety equipment: Safety and protective clothing, gloves, goggles, masks, hard hats, boots, harnesses etc.
  - A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act.
  - Additional risks associated with specific methods of construction selected by the contractor which are not necessarily covered in the above.

## 20. TOILET FACILITIES

- 20.1. Contractor to provide his own toilet facilities in compliance with the *Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)*



**G | LIST OF APPENDICES**

1	APPENDIX 1: PRICING SCHEDULE	
1.1	Bill of Quantities	31 – 34
1.2	Summary of Sections/ Schedules	35
2	APPENDIX 2: CONTRACTOR'S HEALTH & SAFETY DECLARATION	
2A	Contractor's Health & Safety Declaration	36 – 37
2B	Pro Forma OHS Agreement	38 – 40
3	APPENDIX 3: LOCALITY MAP	41



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## APPENDIX 1

### BOQ/ PRICING SCHEDULE FOR TO REPAIR, SUPPLY AND INSTALL OF STREETLIGHTS

#### NOTES

1. **Supervision costs** are included under P&G's, Time-related item A.2.2.5
  2. All quantities provided in the pricing schedule are calculated approximations provided as a first estimate to assist the bidder with his/her pricing. However, the onus is on the contractor to verify the figures before commencement of the works.
  3. Contingencies and Provisional Sums are for the Project and not the Service provider. **Therefore the use of the Contingencies and Provisional sum allocation is not a given and no payment will be made from this allocation for work that has not been approved by the engineer and duly completed.**
  4. Exclude VAT in your line-item pricing.
  5. Totals per page to be transferred to Summary of Sections page (5) for total quote.
  6. Payment will only be considered for those items listed in the BoQ against which **actual expenditure** was incurred.
  7. Payment of Time Related P&G's will be pro-rata the progress made and not as per the time elapsed since commencement of the works.
  8. In case any items of the BoQ have been priced in such a manner that they lack realism; they will be balanced against other items that are deemed to be underquoted for at the start of the contract.
  9. The total of all P&G's excluding Provisional Sums, Contingencies and VAT should not exceed 15% of the Contract Value.
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**APPENDIX 1 | PRICING SCHEDULE | SECTION 1 | PRELIMINARY & GENERAL | PAGE 1**

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>BILL NO. 1 - PRELIMINARIES</b>				
<b>1.1</b>	<b>FIXED-CHARGE ITEMS <sup>1</sup></b>				
	<b>Contractual Requirements</b>				
1.1.1	The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance	Sum	1	R	R
1.1.2	<b>Establishment of Facilities on the Site:</b>				
	<b>Facilities for Contractor</b>				
	The sum for this item in shall cover the cost of providing, establishing and commissioning on the Site facilities for the Contractor's staff. These facilities adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract.				
1.1.2.1	a) Offices and storage sheds	Sum	1	R	R
1.1.2.2	e) Ablution and latrine facilities	Sum	1	R	R
	<b>f) Plants, tools and equipment</b>				
1.1.2.3	Designated tools & equipment or tools & equipment for designated operations or plant for use during stated period. Applicable only to specifically identified tools and equipment.	Sum	1	R	R
1.1.2.4	g) Water supplies, electric power and communications	Sum	1	R	R
	<b>h) Removal of Contractor's Site establishment on completion</b>				
1.1.2.6	The sum shall cover the cost of the demolition on and the removal from the surface of the Site of all items established in terms of A.1.2 and shall provide for the making good and the restoring of the Site to the satisfaction of the Engineering Representative.	Sum	1	R	R
1.1.2.7	Clean up site and removal of building rubble etc. off-site upon completion of project	Sum	1	R	R
	<b>OHS COMPLIANCE</b>				
	All costs and obligations to comply with the OHS Act Construction Regulations				
1.1.2.8	See Appendix 2A (Contractors Health & Safety Declaration) and SCC Clause 16.1-16.6 (Occupational Health & Safety) > Insert the Total here for Fixed Items from Appendix 2A, Table 1.1	Sum	1	R	R
	<b>CONSULTING ENGINEERING SERVICES</b>				
1.1.2.9	Supervision, inspections, testing, reporting, and certification of streetlight infrastructure at Owen Sithole College of Agriculture  > Insert the Total here for Time Related Items from Appendix 2A, Table 1.2.				
<b>Sub-Total Page 1 &gt; Transfer to Summary Page &gt;&gt;</b>				<b>R</b>	
<i><sup>1</sup> Amounts or parts thereof will only be paid out if actual approved expenditure has occurred. &lt;&lt;</i>					



**APPENDIX 1 | PRICING SCHEDULE | SECTION 1 | P&G'S – TIME RELATED ITEMS | PAGE 2**

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<b>BILL NO. 1 - PRELIMINARIES</b>				
1.2	<b>TIME-RELATED ITEMS <sup>1</sup></b>				
1.2.1	<b>Contractual Requirements</b> The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance.	Month	1	R	R
1.2.2	<b>Establishment of Facilities on the Site:</b>  <b>Facilities for Contractor</b> The sum for this item shall cover the cost of providing, establishing and commissioning on the Site these facilities adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract.				
1.2.2.1	a) Offices and storage sheds	Month	1	R	R
1.2.2.3	e) Ablution and latrine facilities	Month	1	R	R
1.2.2.4	f) Plants, tools and equipment Designated tools & equipment or tools & equipment for designated operations or plant for use during stated period. Applicable only to specifically identified tools and equipment.	Month	1	R	R
1.2.2.5	g) Water supplies, electric power and communications	Month	1	R	R
1.2.2.6	Other time-related obligations <u>including site Supervision</u>	Month	1	R	R
1.2.3	<b>OHS COMPLIANCE</b> All costs and obligations to comply with the OHS Act Construction Regulations  See Appendix 2A (Contractors Health & Safety Declaration) and SCC Clause 16.1 - 16.6 (Occupational Health & Safety)  > Insert the Total here for Time Related Items from Appendix 2A, Table 1.2.	Month	1	R	R
1.2.4	<b>CONSULTING ENGINEERING SERVICES</b>  Supervision, inspections, testing, reporting, and certification of streetlight infrastructure at Owen Sithole College of Agriculture  > Insert the Total here for Time Related Items from Appendix 2A, Table 1.2.	Month	1	R	R

<b>Sub-Total Page 2 &gt; Transfer to Summary Page &gt;&gt;</b>	<b>R</b>
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<sup>1</sup> Amounts or parts thereof will only be paid out if actual approved expenditure has occurred.



**APPENDIX 1 | PRICING SCHEDULE | SECTION 1 | P&G'S – DAY WORKS | PAGE 3**

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.3.	<b>Day Works</b>				
	<b>General (Small Works) –</b> <i>Please note: These rates will only apply for additional, un-scoped contingency work, <b>not</b> to works that are scoped in this BoQ.</i>				
1.3.1	<u>Labour (rates per person per day)</u>				
1.3.1.1	Skilled	R/day	1	R	Rate Only
1.3.1.2	Semi-Skilled	R/day	1	R	Rate Only
1.3.1.3.	Un-Skilled	R/day	1	R	Rate Only
1.3.2	<u>Plant (rates per plant item per hour all-in including fuel, operator and delivery to site)</u>				
1.3.2.1.	4X4 TLB	R/hr	1	R	Rate Only
1.3.2.2	Water Tank	R/hr	1	R	Rate Only
1.3.2.3	Front End Loader	R/hr	1	R	Rate Only
1.3.2.4	Bob Cat	R/hr	1	R	Rate Only
1.3.2.5	Tipper Truck: 6m <sup>3</sup>	R/hr	1	R	Rate Only
1.3.2.6	Vibrating (Mini) Roller	R/hr	1	R	Rate Only
1.3.2.7	Plate Compactor	R/hr	1	R	Rate Only
1.3.2.8	Poke Vibrator and Drive	R/hr	1	R	Rate Only
1.3.2.9	Impact Rammer (Wacker)	R/hr	1	R	Rate Only
1.3.2.10	Cherry Pucker Truck	R/hr	1	R	Rate Only
1.3.2.11	8m Crane Truck	R/hr	1	R	Rate Only
<b>Sub-Total Page 3 &gt;&gt; Forward to Summary Page</b>					

<sup>1</sup> \*Amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<<



**APPENDIX 1 | PRICING SCHEDULE | SECTION 2 - 3 | IMPLEMENTATION OF STREETLIGHTS | PAGE 4**

#	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>2</b>	<b>EARTHWORKS</b>				
2.1.	<b>SITE CLEARANCE</b>				
2.1.1	Removal of vegetation, debris, and obstacles from pole and cable installation areas	m <sup>2</sup>	300	R	R
2.2	<b>EXCAVATION</b>				
2.2.1	Excavation for streetlight pole foundations (0.5m x 0.5m x 1.2m deep). 0.5 x 0.5 x 1.2 = 0.3 m <sup>3</sup> x 5 Poles = 1.5 m <sup>3</sup>	m <sup>3</sup>	1.5	R	R
2.2.2	Backfilling and compaction around poles with excavated material	m <sup>3</sup>	1.5	R	R
2.2.3	Trench excavation for cable (0.3m w x 0.6m d x 100m long) for 18 m <sup>3</sup> , (Provisional)	m <sup>3</sup>	18	R	R
2.2.4	Supply and lay 100 mm sand bedding under cable	m <sup>3</sup>	3	R	R
2.2.5	Backfilling and compaction of trench with excavated material.	m <sup>3</sup>	15	R	R
2.2.3	*E/O for rock (must be verified and approved by the Engineer <u>before</u> claim)	m <sup>3</sup>	TBA	R	RATE ONLY
2.3	<b>CONCRETE</b>				
2.3.1	Supply and place 30 MPa concrete for pole foundations (0.4 m <sup>3</sup> per Foundation)	m <sup>3</sup>	2	R	R
<b>3</b>	<b>ELECTRICAL MATERIALS AND INSTALLATION</b>				
3.1	Supply, deliver and install steel poles, 6.0 m high, hot-dip galvanized with wall thickness 3.0 - 4.0 mm.	No.	5	R	R
3.2	Supply, deliver and install time switches for streetlights with sensor.	No.	4	R	R
3.3	Supply 16mm <sup>2</sup> 4-core suffix electrical cable (100 m), Roll (Provisional)	Roll	2	R	R
3.4	Connector blocks for electrical connections	No.	5	R	R
3.5	Supply, deliver and install 10mm x 3-core armoured cable (100m long)	Roll	2	R	R
3.6	Cable joint kits to connection for item 3.5	No.	5	R	R
3.7	Packet of ferrules	No.	1	R	R
3.8	Insulation tape	No.	2	R	R
3.9	Supply, deliver and install LED lumni-53watts/230 volts streetlights	No.	55	R	R
	<b><u>Testing, Commissioning and Issue COC</u></b>				
3.10	Testing and commission of the entire electrical work certified by electrician with wireman's licences	sum	1	R	R
<b>Sub-Total Page 4 &gt;&gt; Forward to Summary Page</b>				<b>R</b>	



>> Only materials actually supplied & installed, or services provided will be paid for.  
Contractor to submit invoices/ delivery notes etc. to prove expenditure if requested<<

**APPENDIX 1 | PRICING SCHEDULE | SUMMARY OF SECTIONS & SCHEDULES | PAGE 5**

<b>BOQ/PRICING SCHEDULE</b>		
<b>SUMMARY</b>		
<b>PAGE</b>	<b>DESCRIPTION</b>	<b>SUBTOTAL</b>
	<b>Section 1   PRELIMINARY &amp; GENERAL</b>	
1	1.1   PRELIMINARY & GENERAL – PAGE 1	R
2	1.2   PRELIMINARY & GENERAL – PAGE 2	R
3	1.3   PRELIMINARY & GENERAL – PAGE 3	RATE ONLY
<b>ST1</b>	<b>SUBTOTAL P&amp;G'S PAGES 1 - 3</b>	<b>R</b>
	<b>Check:</b> ST1 (P&G excl. Provisional Sums) / ST2 (Total excl. VAT). Should not exceed 15%.	
	<b>SECTIONS 2 – 3   IMPLEMENTATION OF STREETLIGHTS</b>	
4	SECTION 2   EARTHWORK	R
5	SECTION 3   ELECTRICAL MATERIALS AND INSTALLATION	R
<b>ST2</b>	<b>SUBTOTAL SECTIONS 2+3</b>	<b>R</b>
<b>ST3</b>	<b>TOTAL LINE ALL SECTIONS (ST1 + ST2)</b>	<b>R</b>
	<b>CONTINGENCIES 10% OF SUBTOTAL</b>	<b>R</b>
	<b>TOTAL EX VAT</b>	<b>R</b>
	<b>15% VAT (ONLY IF BIDDER IS A VAT VENDOR)</b>	<b>R</b>
	<b>GRAND TOTAL</b>	<b>R</b>



**APPENDIX 2A - CONTRACTOR'S HEALTH & SAFETY DECLARATION**

**TO BE COMPLETED BY ALL BIDDERS**

**Contractor's Health and Safety Declaration**

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Department 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 2014.

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

**Declaration by Bidder**

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 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Department's Health and Safety Specifications.
3. Tables below to be completed by bidder. Contractor to transfer the Totals to P&G's Items A.1.2.8 and A.2.2.6 for the Fixed Charge and Time Related P&Gs respectively. Only items against which actual expenditure has occurred, will be paid for.

**TABLE 1: COST OF SAFETY EQUIPMENT & OTHER COSTS RELATED TO OHS COMPLIANCE (FIXED CHARGE ITEMS)**

COST ITEM DESCRIPTION	COST ALLOWED FOR IN BID
<b>1   FIXED COSTS - Add items as per risk assessment</b>	
<b>1.1 PPE</b>	
1.1.1 Hard hats	R
1.1.2 Safety boots	R
1.1.3	R
1.1.4	R
1.1.5	R
1.1.6	R
1.1.7	R
1.2 Preparation, discussing and amending of Health & Safety Plan, including risk assessment & quality assurance plan.	R
1.3 Compilation and updating of a Health & Safety file	R
1.4 Medical examination of staff and temporary workers (app.10 people)	R
1.6	R
1.7	R
<b>&lt;&lt; SUBTOTAL CARRIED TO P&amp;G'S ITEM A.1.2.8</b>	<b>R</b>
<b>2   TIME RELATED COSTS</b>	
2.1 Implementation of the Health & Safety Plan.	R
2.2 Construction Safety Officer	R
2.3 Training of staff and temporary workers	R
<b>&lt;&lt; SUBTOTAL CARRIED TO P&amp;G'S ITEM A.2.2.6</b>	<b>R</b>



4. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.
5. I hereby undertake, if my bid 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 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.
6. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Department's personnel, the Employers Agent, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

**SIGNATURE OF BIDDER** ..... **DATE**.....

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



**APPENDIX 2B | AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH  
AND SAFETY ACT NO. 85 OF 1993**

**PRO FORMA  
OHS AGREEMENT**

**To Be Completed By Appointed Contractor Only**



>> TO BE COMPLETED BY APPOINTED CONTRACTOR ONLY <<

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

THIS AGREEMENT is made between The Province of KwaZulu-Natal represented by the Head of Department: Department of Agriculture & Rural Development (hereinafter called the EMPLOYER) of the one part, herein represented by:

.....  
in his/her capacity as: .....

AND:

.....  
(Hereinafter called the CONTRACTOR) of the other part, herein represented by:  
.....  
in his/her capacity as: .....  
.....  
duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in connection with:

**TO SUPPLY , INSTALL AND REPAIR OF STREETLIGHTS AT OWEN SITHOLE COLLAGE OF AGRICULTURE (OSCA) - UMFOLOZI LOCAL MUNICIPALITY UNDER KING CETSWAYO DISTRICT MUNICIPALITY**

for the implementation of the works as per the Scope of Works and Specifications and Conditions provided in the contract documentation;

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 the Occupational Health and Safety Amendment Act No 181 of 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 AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
  
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
  
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 **EMPLOYER**  
 on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

**WITNESSES:** 1. ....

2. ....

Thus, signed at ..... for and on behalf of the **CONTRACTOR**  
 on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

**WITNESSES:** 1. ....

1. ....



**APPENDIX 3 - REPAIR, SUPPLY AND INSTALL OF STREETLIGHTS - AT UMFOLOZI LM - LOCALITY MAP**

