

Tender No. 62/2022

**FRAMEWORK AGREEMENT FOR ELECTRICAL SERVICE PROVIDERS FOR SUPPLY,
DELIVERY AND INSTALLATION OF HIGH MAST LIGHTING AS AND WHEN REQUIRED WITHIN
CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS.**

(4 REGIONS)

CIDB GRADING: 7 EP AND HIGHER

PROCUREMENT DOCUMENT based on:

- Standard Conditions of Tender as contained in the Implementation Industry Development Board (CIDB) Standard for Uniformity in Engineering and Implementation Works Contracts
- The General Conditions of Contract for Implementation Works, Second Edition, 2015, published by the South African Institute of Electrical Engineering

CLOSING DATE: 5 DECEMBER 2022 AT 11:00

Issued by:

**CITY OF MBOMBELA
1 NEL STREET
MBOMBELA
1200**

Prepared by:

**CITY OF MBOMBELA
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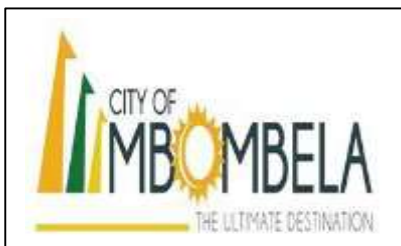
Tel: 013 759 2358

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Tel: 013 759 2263

Name of tenderer:



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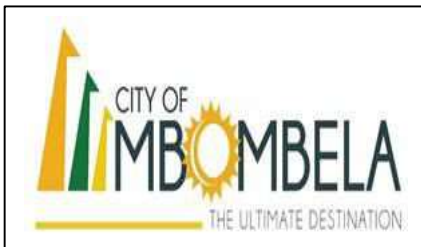
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T1.1 Tender Notice and Invitation to Tender

City of Mbombela invites tenders for FRAMEWORK AGREEMENT FOR ELECTRICAL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTING AS AND WHEN REQUIRED WITHIN CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS.

Tenderers should have a **CIDB contractor grading of 7EP of Higher.**

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 2 November 2022 on the e-Tenders: www.etenders.gov.za and www.mbombela.gov.za on the tenders and notices folder, free of charge.

Duly completed bid documents and supporting documents which are, CERTIFIED ID COPIES OF BUSINES OWNERS, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE TO CLAIM B-BBEE POINTS, MUNICIPAL RATES AND TAXES CLEARANCE FOR BOTH THE COMPANY AND ITS DIRECTORS FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH THE LESSOR'S MUNICIPAL RATES AND TAXES CERTIFICATE, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "Bid No: 62/2022: FRAMEWORK AGREEMENT FOR ELECTRICAL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTING AS AND WHEN REQUIRED WITHIN CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS." with the name of the Bidder/s shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager through email address: energy@mbombela.gov.za. Technical enquiry cut-off date is 21 November 2022 and all questions and answers will be posted on the City of Mbombela website on the 28 November 2022 to ensure transparency, fairness and equity.

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted nor considered

Only locally produced / manufactured electrical products will be considered with a minimum threshold of 90% on local production and content. Failure to comply with the minimum stipulated threshold for local production and content will lead to immediate disqualification.

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a Bidder/s in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2017, where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE status level of contribution.

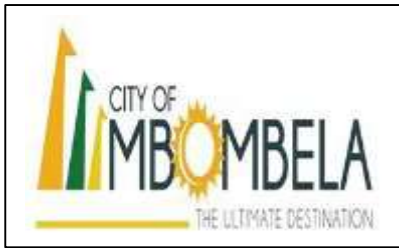
Procurement Enquiries : Christopher Nkambule
Tel: 013 759 2358

Technical Enquiries : Nonhle Zungu
Tel: 013 759 2263

Employer : The Municipal Manager: Mr. W Khumalo
City of Mbombela
Po Box 45; Mbombela; 1200

VISIT OUR WEBSITE: www.mbombela.gov.za

NB: the results of this bid will be published on council's website as prescribed on section 75(1) (g) of the MFMA and section 23(c) of the SCM Regulations



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T1.2 Tender Data

Part 1: Standard Conditions of Tender

The conditions of Tender are the Standard Conditions of Tender as contained in the Implementation Industry Development Board (CIDB) Standard for Uniformity in Engineering and Implementation Works Contracts, August 2019 (See www.cidb.org.za). The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Data
3.1	The Employer is: City of Mbombela, 1 Nel Street, Mbombela, 1200
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Form of guarantee Part C2: Pricing data C2.1 - Pricing Assumptions C2.2 - Schedule of Rates / Price List Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.4	The employer's agent is : Project Manager
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall not be applied
4.1.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: a) CIDB registration Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a

contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Implementation Industry Development Regulations, for a **7 EP or higher** class of implementation work, are eligible to have their tenders evaluated.

Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Implementation Industry Development Regulations, are not eligible to have their tenders evaluated.

For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.

Grading Designation	Tender Value Limit
5 EP	R 10 m
6 EP	R 20 m
7 EP	R 60 m
8 EP	R 200 m
9 EP	No Limit

Joint Ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the **7 EP** class of implementation work; and
- the combined contractor grading designation calculated in accordance with the Implementation Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **7 EP** class of implementation work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Implementation Industry Development Regulations.

b) Key Personnel

In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the implementation works. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms U of the Returnable Schedules.

Individuals must be identified for each of the key personnel listed under Forms U. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms U with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.

Failure to comply with the requirements or to complete Form U may render the tender non-responsive.

4.6	Failure to apply instructions contained in addenda may render a tenderer's offer nonresponsive.
4.8	No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager through email address: energy@mbombela.gov.za. Technical enquiry cut-off date is stipulated on the tender invitation and all questions and answers will be posted on the City of Mbombela website on the date stipulated on the tender invitation to ensure fairness, transparency and equity.
4.10	Tenderers are required to state the rates and currencies in South African Rand (ZAR)
4.11	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or correct errors made by the tenderer and ensure all signatories to the tender offer initial all such alterations.

4.12	No alternative tender offers will be considered
4.13	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall not be accepted.
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance.
4.15	BID CLOSING DATE: 5 DECEMBER 2022 AT 11:00
4.16.1	The tender offer validity period is 90 days .
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ul style="list-style-type: none"> a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9, <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.
5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue addenda until 5 working days before tender closing time.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.

5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. <p>Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
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5.10

A bid not complying with the requirements stated hereunder will be regarded as “Non Responsive”, and as such will be rejected/disqualified for further evaluation (Functionality)

- Active CIDB contractor grading designation of **7 EP** or higher.
- Submit copy of relevant Annual Financial Statements (last 3 Financial Years).
- Submit copy of CSD Registration FULL report (summary report will **NOT** be considered) downloaded 10 days before closing date.
- Submit company registration certificate
- Submit Tax Compliance Status issued by SARS
- Submit identity document of business directors (**disqualifying factor**)
- Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. (**disqualifying factor**)
- Fully completed and signed were applicable Form A-Q Returnable Schedules. (**disqualifying factor**)
- Submit Letter of Good Standing (COIDA) relevant to Electrical Engineering works. For JV, Letter of Good Standing (COIDA) from all Service providers are required. Failure to provide for all the service Providers will result in disqualification.
- Failure to apply instructions contained in addenda issued.
- Submit Joint venture agreement in case of JV and all parties must submit **respective** required returnable documents except for consolidated B-BBEE Certificate, Functionality requirements and combined CIDB grading.
- Fully Completed and signed Form of Offer.
- Fully Completed Schedule A (C.3.4) in the Scope of Work section (C.3).
- Latest up to date rates and taxes certificate from relevant municipality / lease agreement accompanied by the lessor’s latest municipal rates and taxes certificate / proof of residence from a tribal authority for BOTH the business and of all directors of the Consortium / joint Venture / Company / CC. **Prospective bidders should ensure that the physical address details of the company is similar to the one reflected on the CSD.** The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owed by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates and taxes are cleared with regards to the municipal rates and taxes.
- Submit certified copy of B-BBEE certificate or sworn affidavit for B-BBEE (**not disqualifying factor but failure to adhere will lead to no allocation of B-BBEE points**)

NB: Prospective Bidder/s are required to complete annexure C, D & E with regards to Local Production and Content for all items falling within the designated sector. Failure to furnish the annexures will render the submission none responsive. All certified copies must not be older than three months. No copies of certified copies will be accepted.

Failure to apply instructions contained in addenda / erratum that may be issued will render the submission none responsive. Bidders should read the “Check list/Notes for returnable documents for clear definition of the required documents in order to be responsive”, the check list / notes are attached after PART C4.

5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 2: Quality, Financial Offer and Preference.</p> <p>In the case of a functionality, price and preference:</p> <ol style="list-style-type: none"> 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data. 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation. 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in below. <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p>
	$T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula</p> $A = (1 - \frac{P - P_m}{P_m})$ <p>and W_1 equals:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000 <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$.</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>

5.11.8

Scoring preferences.

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:

B-BBEE Status Level of Contributor	Number of Points for Financial value up to and including R50 000 000.00	Number of Points for Financial value above R50 000 000.00
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

Eligibility for preference points will be determined as follows:

A tenderer's scorecard shall be a B-BBEE Verification Certificate issued in accordance with the revised Notice of Clarification published in the Notice 444 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry; and

The scorecard shall be submitted as a certificate attached to Returnable Schedule Form D; and

The certificate Shall:

Be an original or an original certified copy of the original; and

Have been issued by a Verification Agency accredited by the South African National Accreditation System (SANAS); or

Have been issued prior to 30 September 2016 by a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA); or

Have been issued prior to 30 September 2016 by a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA); or

Be valid at the tender closing date; and

Have a date of issue less than 12 (twelve) months prior to the tender closing date(see Tender Data 4.15); and
 Compliance with any other information requested to be attached to Returnable Schedule Form D; and
 If a tenderer claims a preference score without submitting an acceptable Verification Certificate(s) and/or all of the information in compliance with Returnable Schedule Form D, a period of 1 (one) working day will be granted to submit this information; and
 Failure to submit a valid Verification Certificate(s) and/o all the information in compliance with Returnable Schedule Form D, will result in the award of 0 (zero) points for preference; and
 In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted, as well as a valid B-BBEE Verification Certificate for each member of the JV; and
 If the tender documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, 0 (zero) points for preference will be awarded, unless the intended sub-contractor is an EME that has the capability to execute the sub-contract.

5.11.9 The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Maximum number of points	Returnable Schedule Form
Experience on previous contracts of a similar scope (over last Five years)	40	Form R
Plant and Equipment	22	Form S
Financial Reference	10	Form T
Key Personnel	28	Form U
Maximum possible score for quality (M_s)	100	

“(d) Tender offers will only be considered responsive if the **minimum quality requirement of 70 points** is achieved.

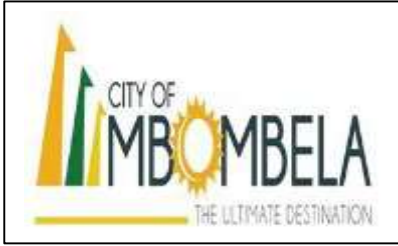
Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. **Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed above.** A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient is provided, zero points will be awarded for that particular item.

Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.

5.13 Tender offers will only be accepted if:

- a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <https://secure.csd.gov.za/>) unless it is a foreign supplier with no local registered entity
- b) the tenderer is in good standing with SARS according to the Central Supplier Database;
- c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document
- d) the tenderer is registered with the Implementation Industry Development Board in an appropriate contractor grading designation;
- e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- f) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect;

	<p>f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</p> <p>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) the employer is reasonably satisfied that the tenderer has in terms of the Implementation Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>i) the tenderer is a registered electrical contractor with labour department</p> <p>j) the tenderer had not alter this bid document</p>
5.14	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Use of erasable ink will render such a tender offer unresponsive.
5.15	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited and will render such a tender offer unresponsive.
5.16	All request shall be in writing
6.1	<p>6.1 Termination of the Contractor's Employment by the Employer</p> <p>6.1.1 The Employer will be entitled to terminate the Contractor's employment under this Contract if the Contractor defaults in one or more of the following respects:</p> <p>(i) persistently does not proceed with the work in a regular and timely manner despite several notices in respect thereof;</p> <p>(ii) fails without reasonable cause to commence the work despite receiving a notice from the Contract Administrator to commence the work;</p> <p>(iii) suspends performance of the work before issue of the final completion certificate without valid grounds as provided in this contract;</p> <p>(iv) persistently refuses or neglects to comply with a notice or an instruction from the Contract Administrator;</p> <p>(v) does not provide the Performance Security within the time provided in the contract; and/or</p> <p>(vi) subcontracts out any work without prior written consent from the Contract Administrator.</p> <p>6.1.2 The Contract Administrator may give a written notice to the Contractor stating clearly the default. In the notice, the Contract Administrator must also instruct the Contractor to rectify the default and must warn the Contractor of the possibility of a termination if the default is not rectified.</p> <p>6.1.3 If following the notice, the Contractor does not rectify the default within 14 days as from the date the Contractor receives the notice, the Employer may then terminate the Contractor's employment under this contract in writing within seven days after the expiry of the 14 days' notice period.</p>
6.2	<p>6.2 Termination of the Contractor's Employment by the Contractor</p> <p>6.2.1 If the Employer does not pay the amount due to the Contractor in accordance with the provisions of this contract, then the Contractor may give a written notice to the Employer for non-payment. The Contractor may warn the Employer of the possibility of a termination or suspension if the amount due to him is not paid.</p> <p>6.2.2 If following the notice, the Employer does not affect payment within 30 days from the date of receipt of the notice, the Contractor may then either:</p> <p>(i) suspend the work by giving a written notice to suspend work not later than 7 days after the 30 days' notice period; or</p> <p>(ii) terminate the Contractor's employment under this contract which must be done in writing not later than 7 days after the expiry of the 30 days' notice.</p>

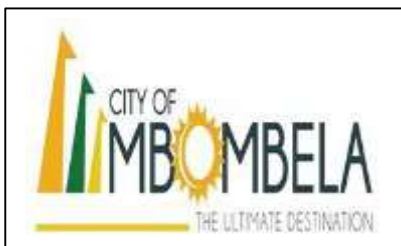


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Part 2: Special Conditions of Tender

- i. The work will be distributed amongst the successful Bidder/s at the discretion of the council in the 4 Regions.
- ii. Where feasible, up to thirty percent (30%) of the contract value shall be made compulsory for sub-contracting to local companies (within CoM) irrespective of the domicilium et exicutandi of the contractor.



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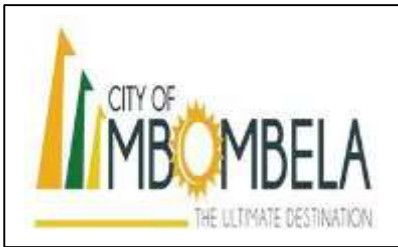
FRAMEWORK AGREEMENT FOR ELECTRICAL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTING AS AND WHEN REQUIRED WITHIN CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS.

Part T2: RETURNABLE DOCUMENTS

Part T2.1: List of Returnable Documents

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.
4. These forms must be completed in non-erasable ink and any alterations made prior to tender closure countersigned by an authorized signatory.
The Tenderer must complete the following returnable Schedules required for Tender evaluation purposes:

PART 1: COMPULSORY RETURNABLE DOCUMENTS	
FORM A	TECHNICAL ENQUIRIES
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
FORM Q	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
PART 2: RETURNABLE FOR QUALITY CRITERIA	
FORM R	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM S	PLANT & EQUIPMENT
FORM T	FINANCIAL RESOURCES
FORM U	KEY PERSONNEL (FULL TIME QUALIFIED PERSON)
FORM V	METHOD STATEMENT



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FRAMEWORK AGREEMENT FOR ELECTRICAL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTING AS AND WHEN REQUIRED WITHIN CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS.

T2.2 Returnable Documents

Part 1: COMPULSORY RETURNABLE DOCUMENTS

FORM A: TECHNICAL ENQUIRIES

No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager through email address: energy@mbombela.gov.za. Technical enquiry cut-off date is on the tender invitation and all questions and answers will be posted on the City of Mbombela website on the date stipulated on the tender invitation to ensure fairness and equity.

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES (SIPDM)

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

- Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable;*
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(This is not an invitation for alternatives but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

- Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here*
- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender*
- (3) Alternative tenders involving technical modifications to the design of the works and methods of implementation shall be treated separately from the main tender offer.*

Signed Date

Name Position

FORM D: PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS (GBD 6.1)

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that “Every organ of state and public entity must take into account and, as far as is reasonably possible, Apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1. Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a:

- a) a registered auditor’s certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity’s last financial year or a 12 month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE Status Level of Contributor	Number of Points for Financial value up to and including R50 000 000.00	Number of Points for Financial value above R50 000 000.00
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
 - Generic code of good practice
 - Other – specify.....
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer, confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness..... Signature of witness.....

Note:

- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
- 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)

FORM E: COMPULSORY DECLARATION (SIPDM) (GBD 4)

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
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Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>(State Not Registered if not registered for VAT)</i>

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
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Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

***insert separate page if necessary**

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - ii) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
 - iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
 - iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
 - v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
 - vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
 - vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
 - viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS (SIPDM)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) contractors are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details Name

of enterprise:	
Contact person: Email:	
Telephone:	
Cell no Fax:	
Physical address Postal	
address	

Section 2: Declaration for Contractor's services:

The enterprise has been awarded the following contract services by an organ of state during the last five years.

Name of organ of state	Estimated of contracts	Nature of service, e.g. quantity surveying	Service number similar to required service (yes / no)?

Attach separate page as necessary

Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1 (tick one of the boxes):

- the enterprise **is not** required by law to prepare annual financial statements for auditing
- the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*i.e.: all municipal accounts are paid up to date*) Attach Municipal Utility Account;

3) source of goods and / or services: (tick one of the boxes and insert percentages if applicable):

- goods and / or services are sourced only from within the Republic of South Africa
- % of the total cost of goods and / or services will be sourced from outside the republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is%

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed Date

Name Position

FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
- v) For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- vi) The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

- vii) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) bidding with the intention not to win the tender.
- viii) In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM H: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

Tax Compliance Status (TCS) PIN must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT

PRACTICES (MBD 8)

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be disregarded if that tenderer or any of its directors have
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

Item	Question	Yes	No
4.1	<p>Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture. **Summary report will not be considered, therefore prospective Bidder(s) must attach FULL CSD REGISTRATION REPORT not older than 10 days from the closing date.**

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

If yes, furnish your details in table below.

YES	NO
-----	----

NB: It is compulsory for all Bidder/ss to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name:

Contact number:

Office address:

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

SIGNATURE

AS WITNESSES: 1. NAME SIGNATURE

2. NAME SIGNATURE

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

FORM M: SCHEDULE OF SPECIALIST SUB-CONTRACTORS

Notes to tenderer:

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialised work himself.

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

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
_____ _____ (____) _____		Previous value of work:
		Previous Experience:
_____ _____ (____) _____		Previous value of work:
		Previous Experience:

<hr/> <hr/> () <hr/>		Previous value of work:
<hr/> <hr/> () <hr/>		Previous Experience:
<hr/> <hr/> () <hr/>		Previous value of work:
<hr/> <hr/> () <hr/>		Previous Experience:

FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach in this tender, evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COIDA) (Act 130 of 1993).
3. Nature of Business in the COIDA Letter of Good Standing should be relevant to Electrical implementation works. Any other nature of business unrelated to Electrical implementation works shall render such a tender offer unresponsive.

FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under implementation or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM P: REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:.....

CIDB Contractor Registration Number:

Expiry Date:

FORM Q: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, Bidder/ss must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8. (2) and 8. (4) Make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, meeting the stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 8.(4) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \frac{x}{y} \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the Bidder/s fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the Bidder/s, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
High Mast Light Fittings	90%
All Electrical cables	90%
High Mast Light Poles	100%

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

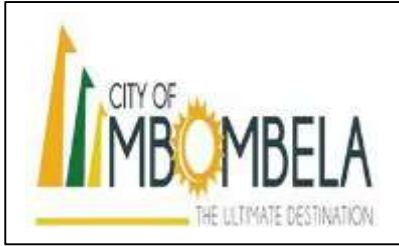
4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidder/ss must submit proof of the SARB rate (s) of exchange used.



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FORM R: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer will receive a maximum of 40 points based on information provided in this schedule.

1. Points will be given for projects completed of similar nature and size.
2. **ONLY PROJECTS LISTED BELOW IN THE FUNCTIONALITY TABLE WILL BE EVALUATED**
3. Projects of similar nature means construction / maintenance work (excluding professional Fees) of:
 - ✓ New/upgrade of Highmast Lights.
 - ✓ New/upgrade of Street Lights.
 - ✓ General Electrical Construction Work
4. The tenderer score points per project as per the table below with a value of above or equal to stipulated amount (Incl. Vat) **completed in the last 5 years.**
5. The tenderer may list only 4 projects of similar nature and size as per functionality table below.
6. Originally certified copies (Not older than 3 Months) of the following documentation must be attached for previous projects completed in the past 5 years:
 - i. Appointment letters / work-order plus,
 - ii. Completion certificate plus OR Reference letter.

All must be on letterheads of the institution, with the following information contained where applicable:
(i) Description of the project, (ii) Value, (iii) Actual Implementation period, (iv) Date completed, (v) Client contact details and (vi) signed accordingly.

6. **In case of subcontracting the main appointment letter from the client must be attached.**
7. **Failure to submit all relevant information (certified copies of Appointment Letter / work order and Completion Certificate OR Reference Letter) per project will result in the forfeiture of all points for that relevant project.**
8. Positive feedback from the contact person in the completion certificate OR reference letter will contribute toward points allocated for the attached certificates of completion.
9. Negative feedback will forfeit all points, meaning zero (0) points will be allocated for the attached certificates of completion.
10. The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.

Item	Details of Similar Projects Completed in the past 5 Years. ONLY PROJECTS LISTED BELOW WILL BE EVALUATED	Maximum Points to be allocated	Points scored by Evaluators
1	Project 1: Project/Order No.:		
	Amount: R.....		
	New Installation/Construction works of Highmast Lights Completed in the past 5 Years (excluding Professional Fees means). (MAXIMUM OF 1 LARGEST PROJECT TO BE CONSIDERED)		
	Value above R 5,000,000 and up to R 10,000,000 (Including Vat)	5	
	Value above R 10,000,000 and up to R 20,000,000 (Including Vat)	10	
	Value above R 20,000,000 (Including Vat)	15	
2	Project 2: Project/Order No.:		
	Amount: R.....		
	New Installation/Construction works of Highmast Lights Completed in the past 5 Years (excluding Professional Fees means). (MAXIMUM OF 1, SECOND LARGEST PROJECT TO BE CONSIDERED)		
	Value above R 5,000,000 and up to R 10,000,000 (Including Vat)	5	
	Value above R 10,000,000 and up to R 20,000,000 (Including Vat)	10	
	Value above R 20,000,000 (Including Vat)	15	
3	Project 3: Project/Order No.:		
	Amount: R.....		
	New Installation/Construction works of Street Lights Completed in the past 5 Years (excluding Professional Fees means) (MAXIMUM OF 1 LARGEST PROJECT TO BE CONSIDERED)		
	Value above R 2,000,000 and up to R 3,000,000 (Including Vat)	1	
	Value above R 3,000,000 and up to R 8,000,000 (Including Vat)	2	
	Value above R 10,000,000 (Including Vat)	5	
4	Project 4: Project/Order No.:		
	Amount: R.....		
	New/Upgrade Construction work 6,6 -132kV Substation, Switching Station, Bulk Lines and Reticulation/Electrification Network completed in the past 5 Years (excluding Professional Fees). (MAXIMUM OF 1 LARGEST PROJECT TO BE CONSIDERED)		
	Value above R 2,000,000 and up to R 3,000,000 (Including Vat)	1	
	Value above R 3,000,000 and up to R 8,000,000 (Including Vat)	2	
	Value above R 8,000,000 (Including Vat)	5	
SUB TOTAL		40	

FORM S: PLANT & EQUIPMENT

The tenderer will receive a maximum of 22 points based on information provided in this schedule.

The tenderer will receive Quality points for listing of plant available for this specific contract as follows:

Item	Description, size, capacity, etc.	Allocated Points if owned	Allocated Points if hired	Quantity Required	Points Scored by Evaluators
1	2 x 8 Ton or above Truck with Hi-up crane plus Bucket <i>(Note 1)</i> . OR 2 x 8 Ton or above Truck with Hi-up crane plus Cherry Picker <i>(Note 1)</i> OR Combination <i>Truck Reg. No.:</i> <i>Truck Reg. No.:</i>	4 4	2 2	2	
2	2 x 1Ton Bakkie <i>(Note 1)</i> . <i>Vehicle Reg. No.:</i> <i>Vehicle Reg. No.:</i>	2 2		2	
3	Proof of an existing proper Workplace Facility within City of Mbombela Jurisdiction. The following information must be contained in the attachment: (i) Rates and Taxes Clearance from Relevant/Recognised Local Authority, (ii) Google map Aerial Colour photo of the Workplace Facility. <i>(Note 2)</i> a) Owned (Company/Director) Workplace Facility within City of Mbombela OR b) Leased Workplace Facility within City of Mbombela OR c) Letter of intent to establish / lease Workplace Facility within City of Mbombela in 14 days from date of appointment.	6 4 2		1	
4	a) Cable Tracer b) HV Insulation Tester Copies of calibration Certificates with Serial Numbers and pictures must be attached. <i>(Note 3)</i>	2 2		2	
SUB TOTAL		22			

Note 1: *In case of ownership, tenderers to submit proof (ownership/lease) in the name of company/director to claim for full (100%) points. Proof of ownership should be in the form of copy of Motor Vehicle License (MVLX) or Motor Vehicle License and License disc (MVL1) OR Certificate of Registration (RC1) Or Valid Document issued by the Department of Transport PLUS picture of the vehicle/plant with the Reg. number visible. Failure to submit both will result in zero points.*

Note 2: *Tenderers to submit Proof of existing proper Workplace Facility within City of Mbombela Jurisdiction in the form of (i) Rates and Taxes Clearance from relevant/recognised Local Authority, (ii) Google map Aerial photo of the work facility. The facility may be inspected by the City prior signing of the contract. Failure to submit both (i) Rates and Taxes Clearance from Relevant/Recognised Local Authority, (ii) Google map Aerial photo of the work facility will result in zero points.*

Note 3: *Tenderers to submit Proof of ownership in the form of Calibration certificates with serial numbers of the Hoisting equipment - Single drum winch plus colour picture of the equipment. Failure to submit both Calibration certificates plus colour picture of the equipment will result in zero points.*

FORM T: FINANCIAL RESOURCES BANKING INFORMATION

The tenderer will receive a maximum of 10 points based on information provided in this schedule.

Item	Description	Maximum Points to be allocated	Points scored by Evaluators
1	Proof of valid Public Liability, Insurance of works and Third-party insurance. The limit of indemnity for liability insurance is R10m. <i>For JV: Separate Letters from both Service providers are required. Failure to provide as instructed will results in zero points.</i>	8	
2	Letter of Intent to provide 10% guarantee from registered financial service Provider. <i>For JV: Separate Letters from both Service providers are required. Failure to provide as instructed will results in zero points.</i>	2	
SUB TOTAL		10	

FORM T CONTINUE: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (GBD5)

For all procurement expected to exceed R10 million (all applicable taxes included), tenderer must complete the following questionnaire:

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

YES / NO

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

.....
.....

- 2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days?

YES / NO

.....
.....

- 2.1 If no, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for then 30 days?

.....
.....

- 2.2 If yes, please provide particulars

.....
.....

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

YES / NO

.....
.....

- a. If yes, furnish particulars

.....
.....

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

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

Signature

Date

Capacity under which Tender is
Signed

Name of Tenderer

FORM T CONTINUE: FINANCIAL RESOURCES DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

PRO-FORMA FOR A PERFORMANCE GUARANTEE

Employer
(Name and Address) _____

Contract No _____

Contract Title _____

WHEREAS _____
(hereinafter referred to as "the Employer") entered into, a Contract with:

(hereinafter called "the Contractor") on the _____ day of _____ 20__ for the construction of (Contract Title)

at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS WE _____ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtor to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

- 1) The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extension of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor or liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
- 2) This guarantee shall be limited to payment of a sum of money.
- 3) The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of Completion

- 4) His intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated,
- 5) Our total liability hereunder shall not exceed the sum of

_____ (in words)

R _____ (in figures) (10% of the tender sum) that amount I/we agree to hold at your disposal.

- 6) The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7) I/We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at

_____ on the _____ day of _____ 20 _____

As witness:

_____ 1. Signature _____
_____ 2. Signature _____

Duly authorised to sign on behalf of (Guarantor)

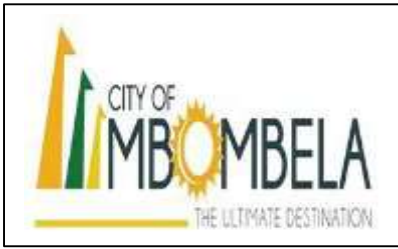
Address

FORM U: KEY PERSONNEL

The Tenderer will receive a maximum of 30 points based on information provided in this Schedule

1. Tenderers to submit Organogram to demonstrate the tenderer’s project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. Tenderers to submit signed CV (**indicating current employer**) of the key personnel (**Full-time Qualified Persons**) plus the certified (Not older than 3 Months) copies of relevant qualifications as requested below. Failure to submit both signed CV (indicating current employment) of the key personnel plus the certified copies of relevant qualifications will result in zero points.

Item	Description	Maximum points to be allocated	Points scored by Evaluators
1	<p>Full Time Project Manager / Site Supervisor currently employed full/part time by the bidder with a minimum of 5 years electrical work experience on 220V –22KV network and must be in possession of:</p> <ol style="list-style-type: none"> 1. Signed CV indicating current employer and work experience plus 2. Certified copy (Not older than 3 Months) of Certificate or above in Project Management Plus 3. Certified Copies (Not older than 3 Months) of N6 National Diploma and Professional Engineer Technician (ECSA) certificate or above. Failure to provide both will results in zero points. <p>Name & Surname:</p>	<p>3</p> <p>3</p> <p>5</p>	
2	<p>Full-Time Rigger with minimum of 3 years electrical work experience on 220V – 22kV network. And must be in possession of::</p> <ol style="list-style-type: none"> 1. Signed CV with relevant training and experience plus, 2. Certified Copies of Rigger Trade Test Certificate. <p>Name & Surname:</p>	<p>3</p> <p>4</p>	
3	<p>Full-time Electrician or level above with minimum of 3 years electrical work experience on 220V – 22kV network. And must be in possession of:</p> <ol style="list-style-type: none"> 1. Signed CV indicating current employer and work experience plus, 2. Certified Copies (Not older than 3 Months) of Trade Test Certificate 3. and Wireman’s Licence. Trade Test Certificate and Wireman’s Licence from two separate personnel will be accepted. <p>Name & Surname:</p> <p>Name & Surname:</p>	<p>3</p> <p>4</p> <p>3</p>	
4	<p>Company Organogram (<i>Indicating the roles of all the key personnel above. Mismatching will results in zero points</i>).</p>	2	
SUB TOTAL		30	



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Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Form of Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the **FRAMEWORK AGREEMENT FOR ELECTRICAL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTING AS AND WHEN REQUIRED WITHIN CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)Rand;

R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the agreed period of validity, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s) _____ Date _____

Name(s) _____

Capacity _____

For the tenderer:
(Insert name and address of organisation)

Name & signature of witness _____ Date _____

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

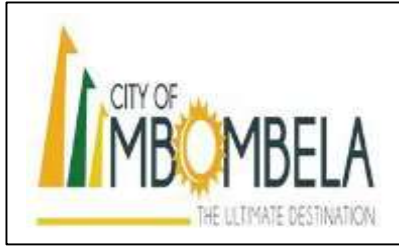
for the

Employer

(Insert name and address of organisation)

Name &
signature of
witness

Date



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C1.2 Contract Data

Part 1: Data Provided by the Employer

CONDITIONS OF CONTRACT

The General Conditions of Contract for Implementation Works, Second Edition, 2015, published by the South African Institute of Electrical Engineering, Private Bag X200, Halfway House, 1685, are applicable to this Contract and is obtainable from www.saiee.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Implementation Works, Second Edition, 2015, are applicable to this Contract:

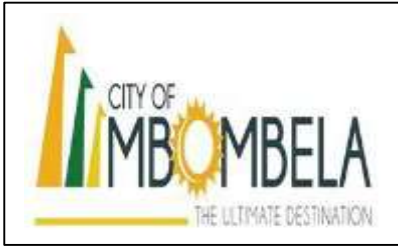
Clause	Data
1.1.1.13	The Defects Liability Period is 12 months .
1.1.1.15	The name of the Employer is CITY OF MBOMBELA
1.1.1.16	The Name of the Employer's Agent is Name: TBA Address: Tel: Fax: E-mail:
1.1.1.26	The pricing strategy: Re-Measurement
1.2.1.2	The Employer's address for receipt of communications is: Physical address: 1 Nel Street MBOMBELA 1200 Telephone: 013 759 2263 E-mail: nonhle.zungu@mbombela.gov.za Postal address: PO Box 45 MBOMBELA 1200
1.2.1.2	The Employer's Agent address for receipt of communications is: TBA

2.4	<p>Variations to the Conditions of Contract are:</p> <p>Add the following at the end of sub clause 2.4.1: " The several documents forming the Contract shall rank in the following order of precedence:</p> <ol style="list-style-type: none"> 1. Contract Agreement, 2. Form of Offer and Acceptance, 3. Contract Data, 4. Specification Data, 5. City of Mbombela Electrical Reticulation Standards & Specifications 6. Standardized Specifications, 7. Drawings, 8. Schedule of Rates, 9. Statutory Regulations, 10. Other standard specifications. <p>If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."</p>
4.3.3	<p>Add the following at the end of sub clause 4.3.2: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <p>(i) 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 of the Act.</p> <p>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</p> <p>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>(v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</p> <p>The Contractor shall furthermore, in compliance with Implementational Regulations 2003 to the Act:</p> <p>(vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Implementation Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Implementation Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. And shall be implemented and maintained from the Commencement of the Works.</p> <p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Implementation Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time</p>

	that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."
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5.3.1	The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3.1) • Initial programme (Refer to Clause 5.6.1) • Security / Performance Guarantee (Refer to Clause 6.2.1) • Insurance (Refer to Clause 8.6.1)
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days.
5.4.2	The access and possession of site shall not be exclusive to the contractor
5.8.1	The non-working days are Sundays The special non-working days are: (1) Public holidays (2) The year-end break commencing on 12 December and ending on 3 January
5.13.1	The penalty for failing to complete the Works is R 5 000 per calendar day
5.14.1	Practical completion is reached when: The Construction complete and commissioned.
5.16.3	The latent defect period is 1 year after date of completion.
	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 15% .
6.8.2	The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule on page 86 of GCC 2015, where. The value of "x" is 0,10 The values of the co-efficient are: a = 0,25 b = 0,30 c = 0 35 d = 0,10 The indices for "L", "P", "M" and "F" are the following as published by Statistics South Africa: "L" is the "Labour Index" As published in the Statistical News Release P0141 Additional tables: Table 14 "CPI – all items, according to area" of Statistics South Africa. "P" is the "Contractors Equipment Index" as published in the Statistical News Release PO151, Table 4 – "Electrical Contracting Materials" of Statistics South Africa. "M" is the "Materials Index" published in the Statistical News Release PO151, Table 3 - "Electrical Engineering" of Statistics South Africa. "F" is the "Fuel Index" as published in Statistical News Release PO151, Table 4 of Statistics South Africa. The site is located in the City of Mbombela. The base month is The calendar month during which a contract was entered into.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% .
6.10.3	The limit of retention money is 10% to a maximum of 5% of the contract value.
8.6.1.1.2	Not required

8.6.1.3	The limit of indemnity for liability insurance is R10m .
10.5.2	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one .
10.7.1	The determination of disputes shall be by arbitration .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.



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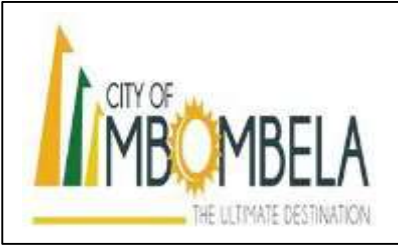
FRAMEWORK AGREEMENT FOR ELECTRICAL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTING AS AND WHEN REQUIRED WITHIN CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS.

Part 2: Data provided by the Contractor

The Contractor is advised to read the *General Conditions of Contract for Implementation Works (2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

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

Clause	Data						
1.1.1.9	The Contractor is. Name.						
1.2.1.2	The address of the Contractor is: .Address (physical): Address (postal): Telephone: Facsimile: e-mail:						
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Type of security</th> <th style="text-align: center;">Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td><i>Fixed Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.</i></td> <td></td> </tr> <tr> <td><i>Variable Performance Guarantee of 10 % of the Contract Sum for the First, Second & Third FY plus retention of 10 % of the value of the Works.</i></td> <td></td> </tr> </tbody> </table> <p><i>Note: In the 'Standard for Uniformity in Implementation Procurement' in Section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to the contractor. Where guarantees of an insurance company of bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies shall not exceed 5% of the contract price."</i></p>	Type of security	Contractor's choice. Indicate "Yes" or "No"	<i>Fixed Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.</i>		<i>Variable Performance Guarantee of 10 % of the Contract Sum for the First, Second & Third FY plus retention of 10 % of the value of the Works.</i>	
Type of security	Contractor's choice. Indicate "Yes" or "No"						
<i>Fixed Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.</i>							
<i>Variable Performance Guarantee of 10 % of the Contract Sum for the First, Second & Third FY plus retention of 10 % of the value of the Works.</i>							
6.5.1.2.3	The percentage allowance to cover overhead charges is _____%.						



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C1.3 Form of Guarantee

Employer: *(name and address)*.....
.....

Contract No:
(Contract title).....

WHEREAS
(hereinafter referred to as "the Employer") entered into, on the.....day of
.....20
a Contract with
(hereinafter called "the Contractor") for *(CONTRACT TITLE)*
.....at

AND WHEREAS it is provided by said Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of the Contract by the Contractor;

AND WHEREAS (Hereinafter referred to as the Guarantor) has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,

do hereby guarantee to the Employer under renunciation of the benefits of division and exclusion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. My/Our total liability in terms hereof shall be limited to the sum of R (in words) (10 % of the tender sum) which amount I/we agree to hold at your disposal.

6. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at

IN WITNESS WHEREOF this guarantee has been executed by us aton this.....day of 20.....

Signature

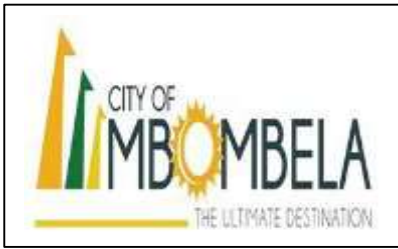
Duly authorized to sign on behalf of: (*Guarantor*)

Address
.....
.....

As witnesses:

1.

2.



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C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at
on this the day of in the year
between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by
by
in his capacity as
and
(hereinafter called "the Mandatory") of the other part, herein represented by
.....
in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz FRAMEWORK AGREEMENT FOR ELECTRICAL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTING AS AND WHEN REQUIRED WITHIN CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS. and has accepted a Tender by the Mandatory for the implementation, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;

- (iii) Section 37 : Acts or omissions by employees or Mandatory, and
- (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above- mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER: _____

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

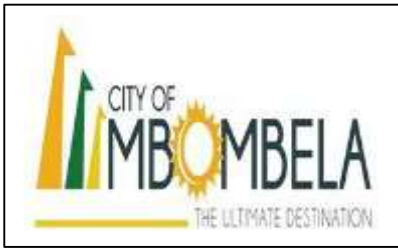
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY: _____

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN



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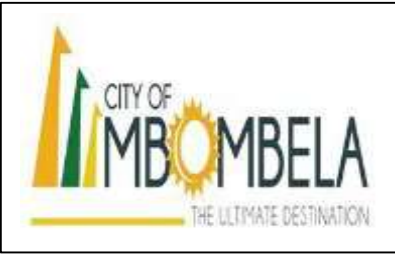
C1.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching in this tender document a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20 _____, Mr/Ms _____ whose signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY :
IN HIS/HER CAPACITY AS :
DATE :
SIGNATURE OF SIGNATORY :
WITNESS: 1. _____ 2. _____
NAME (in capitals): 1. _____ 2. _____



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Part C2: Pricing Data

C2.1 Pricing Assumptions

1. It will be assumed that prices included in the Pricing Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
2. **“Material Rate”** shall include the cost of direct and indirect materials as follows:
 - i. Cost of direct materials supplied and delivered to site including all incidentals necessary for the completion of the specific item of work plus the profit and VAT thereon.
 - ii. Cost of indirect materials in overhead costs, machinery operating expenses, Tools and Testing equipment expenses necessary for the completion of the specific item of work plus the profit and VAT thereon.
3. **“Labour Rate”** shall include the cost of labour for Engineer, Project manager, Technician, Safety Officer, Rigger, Supervisor, Artisan, Artisan assistant / Semi skilled and General worker, including profit required to complete the task covered by each specific item and VAT thereon.
4. No addition, erasure or alteration is to be made on the schedule of quantities. Such corrections will invalidate the tender.
5. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
6. All activities must be invoiced every month on progress.
7. Payment will be based on the completion of task and approval by City of Mbombela, also provided that reasonable progress towards the completion of the task within the estimated budget is demonstrated.
8. The appointed service provider may only commence with Tasks on the following conditions:
 - i. The required budget for the completion of the task has been confirmed in writing to the service provider.
 - ii. The service provider has been given an instruction (email/written/mobile) to continue with the allocated task.
9. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified in the Scope of Works and for all the risks, obligations and responsibilities specified in the NEC3 TSC, Particular or Special Conditions of Contract.
10. The tenderer shall fill in a Labour, Material rates and Total Lump Sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Pricing Schedule.

11. The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall be made to the Scope of Works for more detailed information regarding the extent of work entailed under each item.
12. Prices or rates will be subject to adjustment for escalation as provided for below:
- The prices or rates shall be fixed for the first 12-month period determined from the tender base month and no change during this period will be allowed for escalation. Base months means “The calendar month during which a contract was entered into” as per clause 6.8.2 in the Data provided by the Employer.
 - On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
 - Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme (allocated task) and any approved extensions of time and shall not be applicable to any progress payments already claimed.
 - The Bidder/s shall offer supporting documentation to the Municipality to justify any price adjustment that might be required. For the outer years after the first 12 months, the price adjustment phase will only be allowed during the first month of each anniversary. The successful Bidder/s shall be responsible to contact the client to ensure that any price adjustment requests are requested and implemented accordingly. Should this opportunity be missed by the successful Bidder/s, the Municipality will deem the previous financial year’s rates as valid for the duration of the following financial year and the successful Bidder/s will under these circumstances be forced to accept these conditions as part of this contract commitments.
13. Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation as described above.
14. Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer’s instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the service provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Employer shall have instructed.
- For each sum, the Employer may instruct plant, materials or services to be procured by the service provider in accordance with the Employer’s policies, and for which there shall be included in the Contract Price:
- The actual amounts paid (or due to be paid) by the service provider, and
 - A sum for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate tendered in the Pricing Schedule, provided that for Prime Cost sums only, the tendered rate excludes profit.
- The service provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a sum.
- Any percentage adjustment (mark-up) against the sum for handling fee, profits, etc. shall not be negative.

15. A tender may be deemed unresponsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
16. All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents
20. For the purposes of this Schedule of Activities, the following words shall have the meaning hereby assigned to them:
- Unit : The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
- Quantity : the number of units of work.
- Rate : The payment per unit of work/provision of services at which the Bidder/s bids to the work.
- Amount : The quantity of an item multiplied by the Bided rate of the (same) item.
- Sum : An amount Bided for an item, the extent of which is described in the Schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.
- Provisional Sum (PS): An amount allowed for in the Pricing Schedule for which the quantity of work is not known.
- Prime Cost (PC) : Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.
- Lump Sum (LS) : An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

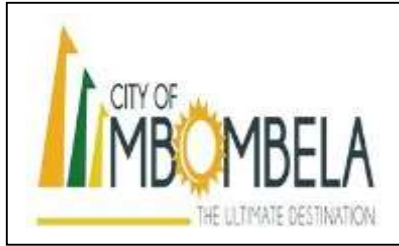
21. The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square meter-pass
No	=	Number
m ³	=	cubic meter
m ³ -km	=	cubic meter kilometre
kW	=	kilowatt
W	=	Wattage
kg	=	kilogram
l	=	litre
kl	=	kilolitre
MI	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

22. **Mark-up on any other items not included in the pricing schedule (i.e materials):** A mark-up of 15% on the supplied net original invoiced value of materials shall be allowed by the council. This mark-up shall not include all profits, overheads, handling fees, guarantee, delivery to site etc.

24. **The successful Bidder/s will be appointed based on rates.** The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the service provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates tendered.



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Schedule of Rates

Item	Description	Unit	Qty (A)	Material Rates (B)	Labour Rates (C)	Total (A*(B+C))
A	Site Establishment, Preliminary and Generals					
A.1	Site Camp Establishment, Store, Rental, Transport, Clearing of Site, Site Supervision, Induction,	per Mast	1	R	R	R
A.2	Induction and Medical – Foundation Crew	per Mast	1	R	R	R
A.3	Induction and Medical – Mast installation Crew	per Mast	1	R	R	R
A.4	Preparation and submission of a construction program to the Engineer as required in the documents.	per Mast	1	R	R	R
A.5	Three sets construction drawings to the Engineer for approval.	per Mast	1	R	R	R
A.6	Three sets of hard copies and an electronic copy of “As-built” drawings and test certificates to the Engineer on hand-over.	per Mast	1	R	R	R

A.7	Instructions to maintenance staff of operating and maintenance procedures, including three sets of Instruction manuals.	per Mast	1	R	R	R
A.8	Inspection and Commissioning.	per Mast	1	R	R	R
A.9	Compliance with the requirements of the Occupational Health and Safety Plan and regulations.	per Mast	1	R	R	R
A.10	Crane for erection and lifting of mast.	per Mast	1	R	R	R
Sub-Total A: Site Establishment & Preliminary and General						R
B	Tests					
B.1	Soil geotechnical studies for foundation including soil and concrete cube tests.	per pole	1	R	R	R
B.2	Perform soil bearing pressure tests for each mast prior to casting the concrete base to ensure that the soil load bearing conditions are suited to the specific concrete base design. Provide soil test Certificate	per pole	1	R	R	R
B.3	Test earth system and provide test certificate	per Pole	1	R	R	R
Sub-Total B: Tests						R

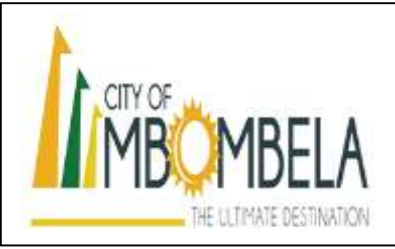
C	Foundations					
	Concrete foundation for high mast complete with excavation, steel reinforcing, cables inlet pipes, earth spikes, foundation bolts and template set, back fill material, soil and concrete test, etc. in the following soil conditions,					
C.1	Soil ("Normal")	m ³	1	R	R	R
C.2	Soft rock ("Difficult")	m ³	1	R	R	R
C.3	Hard rock ("Hard")	m ³	1	R	R	R
C.4	Disposal of surplus unsuitable material at an approved site	m ³	1	R	R	R
C.5	Additional G4 Material incorporated + Labour	m ³	1	R	R	R
C.6	Construction of Concrete Foundation Comprising of STD foundation as per OEM specification.	per pole	1	R	R	R
Sub-Total C: Foundations						R

D	High Mast Poles, Equipment and Luminaries (FloodLight)					
D.1	30m high mast pole, with all Mounting rings suspended by stainless steel wire ropes. (Similar to Sectional Poles specifications).	per pole	1	R		R
D.2	400W LED high mast luminaires/Floodlights, or similar, as a replacement to the traditional 1000W HPS floodlights.	per pole	1	R	R	R
D.3	Complete Internal Fiberglass Distribution Board (DB) with photo cell, Splitterbox.	per pole	1	R	R	R
D.4	5c x 2.5mm Trailing cable	m	1	R		R
D.5	Assemble and Erect complete mast, with all accessories, distribution board, internal cables, carriage, etc.	per pole	1	R	R	R
D.6	Install and connect 400W LED high mast luminaires. 8 x per high mast, including all brackets, etc. Mounted on high mast carriage.	per pole	1	R	R	R
D.7	Set luminaire aiming positions at each mast and test illumination levels and submit test results to Engineer	per pole	1	R	R	R
D.8	Earthing: complete as per specifications, Installation of complete Earthing System as per specification	per pole	1	R	R	R
Sub-Total D: High Mast Poles, Equipment & Luminaries						R
E	Accessories					
E.1	Supply and Delivery of Hoisting unit (Single Drum winch)	each	1	R		R

E.2	Supply and Delivery of Hydraulic power tool with remote	each	1	R		R
E.3	Supply and Delivery of Test Lead (5Pin, 16A, 8m long)	each	1	R		R
Sub-Total E: Accessories						R
F	Prime Cost (PC) Allowance					
F.1	PC Allowance rates for Remuneration of Community Liaison Officer	Month	1	N/A	R 8 500,00	R 8 500,00
F.2	PC Allowance rates for Remuneration of 3 x Security Officers	Month	1	N/A	R 6 500,00	R 19 500,00
F.3	PC Allowance rates for Remuneration of OHS Representative	Month	1	N/A	R 6 500,00	R 6 500,00
F.4	PC Allowance rates for Remuneration of OHS Agent	Month	1	N/A	R 6 500,00	R 6 500,00
F.5	PC Allowance rates for any Other Items / Materials not included in the BoQ (i.e Eskom / Municipal connection fees)	Sum	1	R0	R0	R0
Sub-Total F: Prime Cost (PC) Allowance						R 41 000,00

G	Mark-Up and Attendance Cost to the Allowance					
	A 15% mark-up and attendance costs to the allowance shall be allowed by the council. The claim of such shall be on a quotation bases with the submission of the original invoice and approved by the Employer and the Employer's Agent. Service Providers to be paid only on Instructions from the Engineer	PC Sum	15%	N/A	R 41 000,00	R 6 150,00
Sub-Total G: Mark-Up and Attendance Cost to the Allowance						R 47 150,00

SUMMARY OF SCHEDULES		
A	Sub-Total A: Preliminary & General	R
B	Sub-Total B: Tests	R
C	Sub-Total C: Foundations	R
D	Sub-Total D: High Mast Poles, Equipment & Luminaries	R
E	Sub-Total E: Accessories	R
F	Sub-Total F: Prime Cost (PC) Allowance	R
G	Sub-Total G: Mark-Up and Attendance Cost to the Allowance	R
	SUB-TOTAL 1	R
	Allow for forward cover on Local to RSA price escalations to keep tender price fixed and firm for contract period (10% of Sum of Contract)	R
	SUB-TOTAL 2	R
	Allow for Contingencies (10% of Sum of Contract)	R
	SUB-TOTAL 3	R
	15% Vat	R
	GRAND TOTAL (Carried forward to Form of offer)	R



CITY OF MBOMBELA

62/2022

FRAMEWORK AGREEMENT FOR ELECTRICAL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTING AS AND WHEN REQUIRED WITHIN CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS.

Part C3: Scope of Work

C3.1. DESCRIPTION OF THE WORKS

1. Project Description

1.1. *Overview of the Works*

This contract includes the design, supply, delivery to site, off-loading, erection, installation, commissioning, testing, and handing over in full working order a high mast lighting structure, including floodlight luminaries, in CITY OF MBOMBELA on an “**as and when**” basis for a period of three (3) years. This tender will be dependent on the availability of funds.

Tenderers must allow for all items, whether specified or not, required to complete the installation. Over and above all the items listed in Section 1.2 and Section 1.3, the Contractor’s Scope of Work will specifically include the following:

1. Geotechnical studies of proposed sites and issuing of soil test results.
2. Design, preparation and cast of appropriate foundations.
3. Design, supply, delivery to site, off-loading, erection, installation, commissioning, testing, and handing over in full working order a 30 meter high mast pole complete with Luminaries and control panel as specified.
4. Perform an electrical connection to the installation from the Municipal Supply Point, which will be supplied by CITY OF MBOMBELA or ESKOM to the base of the base of the pole.
5. Test and commissioning of the high mast lighting installation.
6. Issuing of a certificate of compliance (COC) in terms of SANS 0142 Code of Practice.
7. CITY OF MBOMBELA or ESKOM to supply the electrical connection point to the base of the pole.

1.2. Scope of contract

This contract is envisaged to be a standard EPC project. The Contractor shall perform all work and furnish labour, equipment and materials, construction plant, temporary works (including site welfare and temporary supplies), equipment, auxiliaries and accessories, special tools, spare parts and performing all operations and work required for the design, engineering, material selection, manufacturing, inspection and testing at the Vendor's or his Sub-vendor's Works, delivery at site including packing, forwarding, loading, transportation to site, custom clearance as required, transit insurance, unloading, storage at site, preservation, transportation from site-store to construction site, erection, finishing, painting, testing commissioning, performance guarantee tests with all materials, tools, tackles, handling equipment, testing equipment/kits and putting into successful commercial operation complete with standard accessories/attachments as per the relevant technical Specifications, particular equipment specifications, data sheets, relevant codes and practices, which are described in the sections below, as well as applicable statutes, regulations and safety codes of Local Statutory authorities. In case of any conflicts between these requirements the Contractor shall refer to the Engineer for clarification. Material, designs, labour and devices, which are normally part of the contractor's scope of supply, essential for the proper supply, installation and operation of all equipment or are necessary for the proper functioning of the whole installation, shall be supplied/included even if not explicitly called for in this Specification at no additional cost to the Employer. Specifically related to execution the Contractor must note the following:

1. The contractor shall perform all work in accordance with this Tender package. In case of any conflicts between this Tender package and any of CITY OF MBOMBELA standards and/or the Local Statutory authorities' regulations and safety codes, the Contractor shall refer to the *Engineer* for clarification.

In line with these requirements, the Contractor will be responsible for all relevant Plans, Working Methodologies and Registers, which will include, but not be limited to:

1. The Contractor is responsible for the development of Method Statements for all works to be accepted by the *Engineer*.
2. The Contractor must provide to the *Engineer* a list of all material to be used and the suppliers from which these materials have been procured including internal and external labelling. Labelling quality must be agreed to during the design stage.
3. The Contractor must provide to the *Engineer* a detailed construction programme and Construction Management plan, clearly indicating all quality control hold points for the relevant stakeholders to do inspections.
4. The Contractor must schedule a site construction kick-off meeting and ensure CITY OF MBOMBELA representatives (*Engineer* and Site Supervisor/Clerk of Works) are present.
5. The Contractor is responsible for safety checks and acceptance, and the development of a Health & Safety Plan, including all risk registers to be accepted by the *Engineer*.
6. The Contractor is responsible for the development of a Quality Control Plan to be accepted by the *Engineer*. The Contractor must comply with the Quality Control Plan.
7. The Contractor is responsible for ensuring compliance to Construction Regulations.

8. The Contractor is responsible for the development of an Environmental Management Plan to be accepted by the *Engineer*. The Contractor must comply with the Environmental Management Plan. The Contractor must serve all notices and pay all fees due in terms of the Environmental laws and regulations.

9. The Contractor is responsible for submission of three sets of as-built drawings after construction.

1.3. Complete Engineering of Works

It will be the responsibility of the Contractor to prepare and provide all the designs for the works to comply with the Employer's design requirements. This will consist of all: Detailed Designs and Engineering and Construction Designs. The calculations and drawings, for each element of the Works, must be submitted to the Engineer for their review and approval, prior to the Procurement and/or Construction of any work. This will be at no additional cost to the project or the Client. The Complete Engineering Works will include all, but not limited to, geotechnical, civil, structural, mechanical and electrical aspects. Immediately after the starting date, the Contractor shall start with the design of the works and the equipment.

During this design phase of the contract the Contractor is required to hold design review meetings to confirm all Employer requirements and to obtain the *Engineer's* acceptance for all design concepts, design interfaces and specifications to ensure that quality is designed into the final product. Structural and component design shall be verified and signed by the Contractor's *Professional Engineer*.

If required by the Employer, the services of an independent third party will be engaged by the Employer to review the Contractor's design and the Contractor must give the necessary co-operation and supply all the necessary design data as required. The cost of the design review by the third party will be borne by the Employer. All shop drawings to be presented, discussed and confirmed with the *Engineer* prior to manufacture. Time required for all the activities associated with the design of the equipment must be allowed for and indicated by the *Contractor* in his programme.

2. Program and Completion

2.1. Tender Period

The intension of this Tender is to award a Contract for a 3 year period from the date of appointment. Tenderers are required to supply and install high mast lighting structures on "an as and when" required basis per the availability of funds. Tenderers must state in the schedules the completion period for a project in weeks from date of official purchase order until the date of complete supply, installation and erection of the mast. The delivery period for any additional sundry items procured for the project will run concurrently with the installation project.

2.2. Construction Program

The Contractor will be required to develop and maintain for the full duration of the contract, a works programme whose purpose will be to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the tender or in the time extended by the Engineer in writing. The Contractor shall take all aspects regarding the conditions on site, access, transportation, restricted working space, the availability of material, machines and labour into account during the tender stage and the compiling of a construction programme.

The Contractor is to submit his programme of works to the Engineer not later than 14 days after the Contractor has been provided with an order. The programme is subject to the Engineers approval and remains so for the duration of the contract. Should it be required, the Engineer may instruct the Contractor to adjust his programme accordingly to suit other activities. The programme submitted by the contractor shall make provision for forecasted quantities of work to be performed each week, together with plant used and cash flow for each activity. Should the abovementioned programme fall behind schedule, or the sequence of operations is altered, or if the programme is deviated from in any other way, the contractor shall, within two days after being notified by the Engineer, submit a revised programme.

Should the programme require to be revised due to the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time to ensure completion of the Works within the time for completion as defined in the General Conditions of Contract or within any granted extension of time. Any proposal to increase the tempo of work must be accompanied by providing more labour and plant on Site, or by using the available labour and plant in a more efficient manner. Failure on the part of the Contractor to submit the agreed deliverables according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided for in the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual bearing apart from the requirement that the Contractor undertakes to carry out the work in accordance with the programme to the satisfaction of the Engineer. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

3. SERVICE CONDITIONS

3.1. Site Conditions

All components must be designed for at least the site conditions stated in Table 1. More onerous requirements may be specified for individual components, but otherwise these minimum requirements apply. The specific sites for the high masts must still be determined by Council. Tenderers must allow for all conditions on site in their tenders, since extra claims arising from difficult site conditions in respect of transport, handling, loading, off-loading, labour, housing, etc.; will not be entertained.

TABLE 1: SITE OPERATING CONDITIONS.

Description	Unit	Value
Altitude above mean sea level	M	200
Maximum ambient temperature for design purposes	°C	45
Average ambient temperature for design purposes	°C	25
Minimum ambient temperature for design purposes	°C	-5
Maximum average humidity	%	95
Maximum 3 second wind gust velocity	m/s	44
Earthquake loading for design purpose	magnitude	6
Mean annual rain fall	mm	700
Lightning flash density	Flashes/km ² /annual	2
Level of atmospheric pollution	Heavy (coastal)	

3.2. Geotechnical Conditions

A geotechnical investigation has not been performed previously. It will be the responsibility of the Contractor to perform geotechnical studies of the various installation sites.

4. Inspections and Tests

4.1. General

During manufacture and prior to despatch, the Engineer will inspect all poles at the Manufacturer's works. Each pole must be subjected to the tests specified below by the Contractor in the presence of the Engineer and to such tests as may be deemed necessary by the Engineer to ensure good quality workmanship. All tests performed shall be at the expense of the Manufacturer. Not less than ten (10) working days notice in writing shall be given to the Engineer detailing when the poles will be ready for inspection and tests. Unless the Engineer shall otherwise direct, no poles shall be delivered unless the Engineer has issued to the Contractor, in respect of such poles, a certificate in the form of a release note certifying that the poles have passed the tests required and are therefore released for delivery.

4.2. Galvanising test

The quality of the galvanising shall be tested in accordance with SANS 121.

4.3. Welding test

If transverse butt-welds are to be used, the poles shall be subjected, at each joint, to a bending load which causes the butt-weld (half circumference) to be under tension. The load shall be varied according to the section and shall not cause permanent set. The load (or the amount of deflection produced) shall be to the satisfaction of the Engineer and sufficient to ensure that each butt-weld is of adequate strength. The Engineer shall witness as many of these tests as he may deem necessary, preferably during the course of manufacture. The manufacturer shall give adequate notice, to permit the Engineer to attend the inspections. Any joint where cracking occurs shall be ground out to the full thickness of the material, rewelded and tested again.

5. Quality System

The Contractor's quality assurance system shall be approved in terms of SANS 9001 or an alternative quality assurance system to the approval of the Engineer. A copy of the registration certificate shall be submitted with the tender.

6. DAMAGE TO OTHER SERVICES

The Contractor shall assume full responsibility in the event where he or any person in his service is directly or indirectly responsible for any damages caused to other services already installed (water, sewerage, storm water, roads, surveyors' pegs, etc.) Any such damage shall immediately be reported to the Engineer. The Contractor shall be held fully responsible for the repair of such damage to the satisfaction of the Engineer. The costs for the repair of such damage shall be borne by the Contractor. Claims by the Contractor in this connection will not be considered. Should any portion of the works in terms of this Contract, for which the Contractor is responsible, be damaged by other Contractors, the Contractor shall repair such damage at the tendered rate and shall submit full details of such damage to the Engineer so that he can recover such costs from the responsible party. This repair work may only be done on the written instruction from the Engineer. The contractor shall make provision for a full scan of the area to determine the position of services in the area.

7. LOCAL LABOUR AND LOCAL AUTHORITIES

7.1. Local Labour

It is intended that the project must make maximum possible use of local labour which is presently unemployed in the area of which the project is performed. All unskilled labour shall be from George Municipal Supply area. Engagement of local labour shall be controlled in a formal manner through the client's labour liaison body. It is furthermore expected that the labour liaison body will assist in the monitoring of labour goals.

7.2. Liaison with Local Authorities

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

1. Dealing with traffic.
2. Locating of existing underground services.
3. Protection of existing services during construction.

It is the contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The contractor should also warn the authorities at least 48 hours before the actual work commence. Compensation for delays, losses or accidents will not be considered should the contractor at any time have failed to keep the local authorities informed. The engineer or employer must immediately be notified, should the contractor experience any problem regarding work, which involves a local authority.

7.3. Community Liaison and Community Relations

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of cooperation and harmony towards the project. The Contractor shall at all times, keep the Engineer fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Engineer. All matters concerning the community shall be discussed and where possible, resolved at such meetings. Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and/or that a delay in the progress of the works will result, he shall be entitled to submit a claim in terms of Clause 48 of the conditions of contract, provided always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

CREW

A competent supervisor must be on site at all times to supervise the work undertaken by the crew. The work crew shall comprise at least the following:

1. A Rigger (Certificate to be submitted).
2. Installation Electrician.
3. Responsible person in terms of NRS 040.
4. Labourers.

9. OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)

Contractors shall meet the health and safety requirements as stipulated in health and safety plan.

9.1. Safety Precautions

Notwithstanding the fact that the Contractor is solely responsible for the actions of his staff and any duly appointed sub-contractors, the Engineer reserves the right for himself, or his nominated representative, to inspect and monitor working methods and materials handling to ensure that safe working practices are being adhered to at all times.

9.2. Health and Safety Specifications

Please refer to Annexure A in Part C.4 for the Health and Safety Specification.

10. PARTICULARS

The following information must be submitted with the Tender:

1. Full technical design drawings and specification details of the equipment offered in respect of each item tendered. The information must be submitted with the tender documents, failing which, the offer will be deemed non-responsive.
2. Computer simulations for the flood light luminaires on electronic media in a form compatible with the Dailux Lighting computer program. The information shall have been approved by the South African Bureau of Standards (SABS) or the CIE.
3. The location of and the manufacturing facilities of the Tenderer.
4. The number of similar high mast lighting poles in actual service in South Africa.
5. The names of previous purchasers of high mast lighting poles offered and in service.
6. Samples of flood light luminaires offered within 5 working days of being requested to do so.
7. A copy of the manufacturer's Certificate of Listing in terms of SANS 9001.
8. Design calculations signed and certified by a Professional Structural Engineer to be submitted if requested.
9. Certificate of the Professional Structural Engineer to be submitted within 3 days of request if requested.
10. Proof of qualifications of all construction staff to be engaged in contract work.

The Contractor shall, prior to commencement of any work:

1. Appoint a competent person to sign and submit the “Memorandum of Agreement”.
2. Supply proof of public liability insurance to indemnify the Municipality from public liability claims up to R5 million per incident. (See Clause 8.3 of Special Conditions of Contract).
3. Provide the Engineer with a list of cellphone numbers of his staff required to be contactable.

11. APPOINTMENT OF CONTRACTOR

The CITY OF MBOMBELA intends appointing a Main Contractor and in addition reserves the right to accept an Alternative Contractor, i.e. a different Manufacturer. Also, should the Main Contractor not be on site with a reasonable workforce within 2 week of date of official purchase order or, in the instance of purchase orders relating to goods only, fails to deliver within the specified delivery period, the purchase order will be cancelled and placed with the Alternative Contractor.

C3.2 STANDARDS

The following documents contain provisions that, whether referenced in the text or not, constitute requirements of this specification. Note that the National equivalent of IEC standards are generally the same but may include specific variations to be taken into account. Information on currently valid national and international standards can be obtained from the South African Bureau of Standards.

SANS 121	-	Hot dip Hot dip galvanized coatings on fabricated iron and steel articles - Specifications and test methods
SANS 857-1	-	Defines metal welding processes and related terms
SANS 920	-	Steel bars for concrete reinforcement
SANS 1200 A	-	Standardized specification for civil engineering construction Section A: General
SANS 1200 AA	-	Standardized specification for civil engineering construction Section AA: General
SANS 1200 G	-	Standardized specification for civil engineering construction Section G: Concrete (Structural)
+6SANS 1200 GA	-	Standardized specification for civil engineering construction Section GA: Concrete (small works)
SANS 1200 H	-	Standardized specification for civil engineering construction Section H: Structural steelwork
SANS 1200 HC	-	Standardized specification for civil engineering construction Section HC: Corrosion protection of structural steelwork
SANS 1700-14.1/11	-	Fasteners Part 14: Hexagon nuts Sections 1 to 11
SANS 2394	-	General principles on reliability for structures
SANS 9001	-	Quality management systems - Requirements
SANS 9692-1	-	Welding and allied processes - Recommendations for joint preparation Part 1: Manual metal-arc welding, gas-shielded metalarc welding, gas welding, TIG welding and beam welding of steels
SANS 10142-1	-	The wiring of premises Part 1: Low-voltage installations

SANS 10144	-	Detailing of steel reinforcement for concrete
SANS 10145	-	Concrete masonry construction
SANS 10160-1	-	Basis of structural design and actions for buildings and industrial structures Part 1: Basis of structural design
SANS 10160-2	-	Basis of structural design and actions for buildings and industrial structures Part 2: Self-weight and imposed loads
SANS 10160-3	-	Basis of structural design and actions for buildings and industrial structures Part 3: Wind actions
SANS 10162-1	-	The structural use of steel Part 1: Limit-state design of hot-rolled steelwork
SANS 10162-2	-	The structural use of steel Part 2: Limit-states design of cold-formed Steelwork
SANS 10162-4	-	Structural use of steel Part 4: The design of cold-formed stainless steel structural members
SANS 10164-2	-	The structural use of masonry Part 2: Structural design and requirements for reinforced and pre-stressed masonry
SANS 10225	-	The design and construction of lighting masts
SANS 10313	-	Protection against lightning – Physical damage to structures and life hazard
SANS 10389-1	-	Exterior lighting Part 1: Artificial lighting of exterior areas for work and Safety
SANS 10389-3	-	Exterior lighting Part 3: Guide on the limitation of the effects of obtrusive light from outdoor lighting installations
SANS 14713	-	Protection against corrosion of iron and steel in structures – Zinc and aluminium coatings – Guidelines
SANS 15607	-	Specification and qualification of welding procedures for metallic materials General rules
SANS 15609-1	-	Specification and qualification of welding procedures for metallic materials Welding procedure specification Part 1: Arc welding

SANS 15609-2	-	Specification and qualification of welding procedures for metallic materials Welding procedure specification Part 2: Gas welding
SANS 15609-3	-	Specification and qualification of welding procedures for metallic materials Welding procedure specification Part 3: Electron beam welding
SANS 15609-5	-	Specification and qualification of welding procedures for metallic materials Welding procedure specification Part 5: Resistance welding procedures
SANS 15614-1	-	Specification and qualification of welding procedures for metallic materials Welding procedure test Part 1: Arc and gas welding of steels and arc welding of nickel and nickel alloys
SANS 17660-1	-	Welding - Welding of reinforcing steel Part 1: Load-bearing welded joints
SANS 17660-2	-	Welding - Welding of reinforcing steel Part 2: Non-load-bearing welded Joints
SANS 50025	-	Hot rolled products of structural steels
SANS 60439-3	-	Guidelines for quality management system documentation
AWS D1.1	-	Structural Welding Code – Steel
SANS 1091	-	National Colour Standard
SANS 1250	-	Capacitors
SANS 1266	-	Ballasts
SANS 475	-	Luminaires: Performance requirements
SANS 60529	-	Degrees of Protection provided by Enclosures (IP Code)
SANS 60598-1	-	Luminaires: Part 1. General Requirements and Tests
SANS 60598-2-5	-	Luminaires: Part 2-3. Particular requirements – F floodlights
SANS 60662	-	High Pressure Sodium Vapour Lamps
SANS 60923	-	Auxiliaries for Lamps (Ballasts)
SANS 60927	-	Auxiliaries for Lamps (Starting Devices)
SANS 61048	-	Auxiliaries for Lamps (Capacitors)
SANS 61049	-	Capacitors (Performance requirements)
SANS 61347	-	Lamp Control Gear: Part 1. General and Safety requirements
SANS 215	-	Limits and methods of measurement of radio disturbance characteristics of electrical lighting and similar equipment
SANS VC 8011	-	Lampholders
ARP 035	-	Guidelines for the installation and maintenance of street lighting

Reference to a particular standard or recommendation in this specification does not relieve the manufacturer of the necessity of the work complying with other relevant standards or recommendations. Tenderers offering equipment to standards other than those mentioned above may be considered provided it is clearly indicated in which respects the equipment offered does not comply and the likely consequences of such non-compliance

C3.3 TECHNICAL SPECIFICATGION

1. Mast

1.1. Design

The masts must be designed in accordance with SANS 10225. The design, including calculation details, shall be submitted for approval to the Engineer before commencing manufacture. The relevant structural documents must be signed by a Professional Structural Engineer and the technical design calculations and specification shall be submitted with the tender document. The high mast structures must be designed to withstand a maximum 3 second wind gust velocity of 44 m/s measured at a height of 10 m above ground level and acting on a projected area of the mast, masthead frame and luminaries allowing for the increase in wind speed with height as given in SANS 10160 & SANS 10225.

The fully equipped mast must be designed for terrain category 2.5 and for a lifespan of 50 years. The deflection of the mast top shall not exceed 2,5% of the mast height when subjected to two thirds of the maximum wind velocity. The masts must be designed so that wind excited oscillations shall be dampened as much as practically possible and allowance made for the stresses due to these oscillations. The manner in which this is to be achieved shall be clearly stated in the design calculations. The axis of the mast when erected shall not deviate from the vertical by more than 0,3% of the height above the base flange nor from straightness by more than 0,3% of any length, measured at the centre of that length unless the mast is explicitly so designed. The mast shall carry at its top the Floodlights evenly around its circumference. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted.

1.2. Construction

Masts and mast bases must be manufactured of Grade S355J0 steel plate complying with the requirements of SANS 50025. All welding shall comply with SANS 10225 1991-1 specifications. Welding Procedure Specification and shall only be carried out by coded welders, tested according to the AWS specification. Proof of the relevant Welding Procedure Specification and Welding Qualification documents must be submitted on request. Inspection and acceptance certificates shall be furnished on request. Any openings in the mast must be reinforced sufficiently in order not to weaken the structure.

Each mast must be constructed to form an evenly tapered totally enclosed hollow shaft with a steel base section. The masts must be delivered to site in sections and joined on site. A method statement must be submitted to the Engineer detailing the on-site assembly of the mast. Bolted or welded section joints will not be permitted i.e. site slip joints must be used to enable the erection of the masts. The base section must be designed for mounting on a concrete plinth and must be fixed in position with bolts, nuts and washers of adequate dimensions. For added security, gussets must be welded onto the base between mounting holes. This must be done before galvanizing.

1.3. Access Opening

An access hole with a hinged flush fitting weatherproof cover must be provided in the base of the mast, with the bottom lintel 600mm above the base plate, for easy access to the electrical distribution board ancillary equipment and the quick and safe attachment of the portable winch to mast and hoisting ropes. The door shall be adequately protected against vandalism and secured by three screws requiring a special opening tool, or alternative as agreed with Engineer. The opening perimeter must be reinforced to restore the section modules of the mast shaft and have a curved top and bottom to prevent stress concentrations. The door opening and closing mechanism shall correspond to similar masts in use by CITY OF MBOMBELA. The mounting strips welded opposite the door opening shall be drilled for the mounting of a control board. Earth terminals, as well as a support bar for the incoming supply cables, shall be provided below the door opening.

1.4. UV Protected fibre glass canopy

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

1.5. Raising and Lowering Device

Each mast shall be equipped with a three-point hoisting mechanism, consisting of three 6mm diameter suspension ropes of stainless steel 7/19 construction, running over three pairs of Aluminium pulleys on the head frame of the mast running on shafts manufactured from Stainless steel. The complete pulley assembly must be enclosed with a corrosion proof top cover, fixed with a bolt incorporating a lightning arrester, to prevent ingress of water all split pins, bolts, nuts and washers shall be of stainless steel. Pulley shafts shall be positively prevented from rotating in their housings. Two Rope systems shall not be considered.

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

The raising and lowering gear must, in complete safety, facilitate the raising and lowering of the floodlight luminaire carriage for maintenance purposes by means of a portable winch. A 12mm diameter earthing stud must be welded to the inside casing of the mast adjacent to the cable termination box. The stud shall be provided with two washers and a nut. The top pulley assembly must have guides and docking stops designed and constructed in such a way that the luminaire ring is always in the same position after raising it to the top of the mast and that jamming of the ring is prevented. One end of the wire rope in the bottom of the mast must be attached to the rope lock bar in such a manner that accidental lowering of the luminaire ring, without the use of the winch, is not possible.

1.6. Hoisting Unit

Provision shall be made at the base of the mast to accommodate a removable type, approved oil bath winch of the Dymot /OM type. The winch shall be of lightweight construction and mounted on a suitable frame for easy transfer from one mast to another, thus not requiring a winch in each mast. It should also, be easily coupled, uncoupled and removable through the door opening provided at the base of the mast. This shall be a single drum worm gear type, self-sustaining at all loads and operating speeds, without the use of brakes and clutches. It shall have a gear ratio of at least 50:1 and be suitable for both hand and power operation. The winch shall run in a fully enclosed oil bath.

The winch shall be fitted with a safety device to ensure that the drum is locked positively when the cranking handle or power tool is removed from the drive shaft. The safety device shall be applied automatically. A test certificate, stating the safe working load of the winch and issued by a recognised testing authority, shall be supplied with each winch. Winches shall be fitted with a label and rating plate of a permanent nature in an easily visible position.

1.7. Hydraulic power tool

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

1.8. Corrosion Protection

All steel parts shall be immersed in a heated wash trough to remove all fine foreign particles and lubricants. If sheet steel is used that has not been pre-galvanised, immediately after degreasing, all parts shall be hot dip galvanised in accordance with SANS 121. All welds shall be de-scaled, all machining carried out and all parts shall be adequately cleaned prior to galvanising. The preparation for galvanising and the galvanising itself shall not adversely affect the mechanical properties of the coated material. All articles shall be coated to the thickness detailed in Table 2 of SANS 14713 for corrosive category C5 and very long (≥ 20 years) typical life to first maintenance. All galvanised material shall be substantially free from white rust when it is erected on site. Close attention shall be paid to the manner in which the material is stacked and stored at the galvaniser's works and also during its subsequent handling.

No welding, drilling, punching or removal of burrs shall be permitted after galvanising. The repair to galvanising damaged by handling or transport shall be done by cleaning the area and applying 2 coats of a zinc rich primer giving a dry film thickness of at least 100 microns and containing at least 94% zinc in the dried film. If in the opinion of the Inspector, damage is excessive, such items will be rejected by the Inspector and shall be replaced by the Contractor at his own expense. A galvaniser's guarantee or test certificate shall be submitted to the Engineer prior to installation.

2. Luminaire Carriage, Electrical Cables, Board and Floodlights

2.1. Luminaire Carriage

The carriages for the 30m masts shall be designed and manufactured from suitably sized and graded channel formed steel considering the weight and the windage area of the number of flood light luminaires and all related equipment and shall accommodate at least the following:

1. Eight (8) 400W LED luminaires (or similar) on the 30m masts.
2. A suitably sized glass reinforced polymer cable termination box (section 2.4) for the termination of the trailing cable and luminaire supply cables (refer to section 2.2).
3. A lighting arresting spike.
4. Guides and docking stops suited to those on the top pulley assembly.
5. At least four 12mm diameter (after galvanising) holes per luminaire for fixing purposes.
6. A 300mm long 4mm stainless steel wire safety leash with fixings shall be provided for each luminaire.

2.2. Electrical Connection to the Luminaires

A flexible, heavy-duty 5-core trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, shall be provided. Sheaves shall be of Aluminium, running on UHDPE shafts. The shafts shall be positively secured from rotating in their housings. The Aluminium sheaves shall be adequately sized to prevent deformation of the cable. The trailing cable shall be firmly connected to the luminaire carriage at its one end and to the clevis plate at the other end. Suitable connectors of the CEE type with an IP44 rating shall be provided.

2.3. Distribution Board

A fully enclosed IP30 distribution board shall be mounted in the access opening in such a manner as to facilitate easy and safe access for maintenance purposes and shall be wired in a neat and workmanlike fashion. The distribution board shall be of adequate dimensions and fitted with a hinged door with lockable catch. The door shall seal onto a neoprene gasket. Suitable vermin proofed ventilation holes shall be provided to prevent moisture build-up in the distribution boards. The following equipment shall be suitably rated for the duty and must be accommodated in the distribution board:

1. One (1) x three pole MCB main switch.
2. Single pole MCBs for individual luminaire protection. Each circuit breaker must supply only one luminaire.
3. One (1) x single phase switched socket outlet for the use of a power tool Means of isolating control cable supply voltage (inside the board)
4. One (1) x single phase switched socket outlet for the use of a power tool

5. One (1) x 5 pin CEE socket
6. One (1) x adequately rated contactor
7. One (1) x single pole MCB acting as by-pass switch
8. One (1) x single pole MCB protecting the contactor
9. One (1) x rated photocell
10. The remote control gear (if required).

The following must be noted:

1. Contactors, if any, shall be operated electro-mechanically.
2. Circuit breakers shall comply with SANS 156 and SANS 1426 with a fault rating not less than 10kA. All circuit breakers must be accessible from the front of the board.
3. All equipment in the distribution board shall be mounted behind a removable cover with cut-outs to provide access to the circuit breaker toggle switch.
4. All circuits in the distribution board shall be suitably labelled.

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

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

All switchgear in the distribution board must be labelled to indicate the utilisation of the circuits. All labels shall be white "Traffolite" or equal to approval with black engraved numbers. The "Traffolite" labels shall be fitted to purpose made label holders/or screwed. No stick-on embossed tape shall be used.

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

2.4. Cable Termination Box

A glass fibre cable termination box mounted in each mast shall be a waterproof enclosure of adequate dimensions. The cable termination box shall be fitted with a lid secured with at least four captive screws. All metal parts of the housing shall be bonded to the main earth.

2.5. Floodlight Luminaires

The luminaires shall be complete with lamp holder(s), lamp(s), internal wiring, control gear as well as any other components and accessories required, to ensure a complete and working light fitting.

The luminaires must comply with SANS 10389, SANS 475, SANS 60598-1 and SANS 60598-2-5. The LED luminaire shall be designed to meet the lighting criteria for 30m high mast lighting, replacing 8 x 400W HPS lights. The luminaire shall be designed in accordance with the following requirements

1. Design Life: In excess of 25 years.
2. The LED life expectancy shall be at least 60,000 hours (*Documentary evidence from the LED manufacturer, by means of an appropriate datasheet, shall be provided*).
3. The luminaires shall have an approved asymmetric luminous intensity distribution suitably controlled internally for a medium and narrow beam distribution.

4. Use of high efficiency LED's (*Documentary evidence of compliance to this clause shall be submitted with the tender*).
5. The luminaire housing shall be robustly constructed of marine grade high pressure die cast aluminium and shall be weatherproof, hail proof, corrosion proof and vandal resistant. Glass reinforced polyester (GRP) luminaires are not acceptable.
6. Surge protection 10kV / 10kA
7. A minimum power factor of 0.9
8. Hinge pins, clips, clamps, set screws, bolts, nuts and washers shall be manufactured from an appropriate grade of stainless steel and shall be to the approval of the Engineer.
9. The front glass to the luminaire lamp enclosure must be manufactured from heat tempered, impact resistant glass with a minimum thickness of 5mm and must be fitted with a silicon gasket seal. Polycarbonate is not acceptable. The front glass shall be fixed at least at the four corners with stainless steel clamps and suitably sized screws to allow for the periodic cleaning and maintenance of the glass.
10. Silicon rubber gaskets shall be fitted into a groove in the housing and shall be kept in place such that the integrity of the IP rating is ensured. The gasket shall be screened against harmful radiation from the light source.
11. An exterior lip shall be provided on the housing to ensure that there is no direct rainwater contact with the gasket between the housing and the diffuser, thus ensuring that no moisture is sucked into the diffuser when the luminaire is switched off and cools down.

12. All metal parts of the luminaire must be connected to a suitable earth terminal.

13. Connections shall be brought to a suitable heat resistant screw type plug in terminal block using silicone heat resistant wiring. The terminal block shall be securely fixed to the control gear holding plate. The terminal shall be indelibly marked either by means of colour coding or by the letters L, N & E.

The new LED luminaires to be installed shall provide similar or better light output at ground level as 400W HPS floodlights currently in use by CITY OF MBOMBELA with the following requirements (for example the 200W Gigatera MA200):

1. Power consumption – Max 270W
2. LED lumen output – min 22,000 lm

2.6. Degrees of Protection

The degree of protection shall comply with SANS 60598-2-3 and the categories shall be:

1. Distribution board: IP 65
2. Lamp compartment: IP 66
3. Control gear compartment: IP 66

The IP rating shall be certified by a SABS test report in accordance with SANS 60598-2-3. Test certificates/reports pertaining to each type of luminaire offered must be submitted with the tender.

3. Foundations

3.1. Excavations

To account for soil conditions that may vary along an excavation, rates for 3 different types of soil will be used- "Normal", "Difficult" and "Hard". Hard excavation will be measured as "Normal" with the use of necessary compressor and/or other mechanical equipment being measured as an extra over rate. The types of excavation are defined as follows:

Normal Excavation: Material that can be loosened and removed using pick and shovel (such as grass covered sand, soft clay, dry earth, small stones in sand which can be removed by hand, or thin layers of "koffieklip").

Difficult Excavation: Material that is difficult to loosen and remove using pick and shovel such as large layers of "koffieklip", hard dry clay, ground containing boulders and layers of tar or where progress is slow and other services are affected. The cost of any mechanical plant used to assist in loosening the material is to be included in the given rate.

Hard Excavation: A solid mass of material, 1m or longer, that can be broken only using a paving breaker, or jackhammer and/or blasting and where progress is very slow

The Engineer must authorise any difficult or hard excavation before it may be claimed. Excavations must be carried out in a neat and workmanlike fashion. The Contractor must remove tar pieces, stones and sharp objects from the excavated soil and ensure that such material is removed from site daily. No stones, tar pieces or sharp objects may be put back in the trench. No excavations or holes shall be left open for longer than 3 days or over a weekend. Excavated material may not be dumped or stored against boundary walls or on landscaped gardens unless the prior consent of the property owners is obtained. The Contractor shall be responsible for the restoration of defaced property. Where excavated material is placed on road surfaces, care must be taken not to block stormwater drains or open channels.

Where grass sods or plants are removed, they must be neatly packed adjacent to the trench. The Contractor must keep the grass sods or plants damp after removal by watering or otherwise to ensure that they remain alive. The Contractor must ensure that all vegetation is replanted after the trench is properly backfilled and compacted. The Contractor must make good at his own cost any vegetation damaged during the excavation and not restored to its original condition.

Brick paving must be removed neatly and stacked adjacent to the area excavated at a location that is acceptable to the user of such brick paved surface. The Contractor shall be responsible for replacing any bricks that are broken. The Contractor must reinstall the removed bricks to the satisfaction of the user. The same method of operation shall apply for paving slabs.

When excavating through kerbs, channels, edgings or any other edge unit, these shall be carefully removed up to the nearest whole unit and replaced. If these units are damaged, they shall be replaced with similar approved new units for the cost of the Contractor. Any water accumulating in excavated trenches or holes, either as a result of rain or due to the level of the water table, must be pumped out by the Contractor to make work inside the trench or hole possible.

Care must be taken to ensure that effective barriers are erected around all excavations to ensure the safety of the general public. In this regard the contractor must install an orange meshed barrier screen (or other type of barrier if deemed by the Contractor to be more effective) up to at least a metre in height around the entire excavated area. The barrier must be secured in such a way that it will not be disturbed by adverse weather conditions. Where the public requires access across the excavation, suitable, safe crossings must be provided. The Contractor must detail in his safety plan the measures that will be taken to safeguard the public. The Contractor shall be responsible for any liability arising out of his activities. This includes the safety of the public while the trenches are open. The Contractor must consult the owners of properties who may be affected by the activities of the Contractor e.g. driveways, well maintained verges or gardens.

3.2. Concrete Base

The concrete base, reinforcing cage and fixings shall be designed and constructed to the requirements of SANS 1200 A, SANS 1200 AA, SANS 1200 G, SANS 1200 GA, SANS 10144, SANS 10145, SANS 17660-1, SANS 17660-2 and SANS 920. The base design shall include at least two 110mm diameter PVC ducting to allow the supply cable and the two 35mm² copper earthing conductors access from below ground level to the inside of the mast without being visible above. The positioning of the ducting must be clearly marked on the foundation of the mast.

The Contractor shall test the soil bearing pressure for each mast prior to casting the concrete base to ensure that the soil load bearing conditions are suited to the specific concrete base design. The cost of these tests shall be included in the pricing schedule. The results of these tests must be discussed with the Engineer prior to casting of the concrete base and hand the results over to the Engineer prior on completion of the project. All reinforcing and foundation bolts shall have a minimum of 100mm concrete cover. The 28 days cube strength of the concrete shall be stated by the Contractor All foundations shall have a circular flat base from which a square plinth shall rise to above the surrounding ground level. After casting of the foundation, the slab shall be covered by earth, properly compacted. The area around the plinth shall be brought to the original level and shall be left neat and tidy.

3.3. Holding down Bolts

The holding down bolts shall be supplied as part of a welded up cage for accurate casting into the foundations. Suitable templates shall be used to ensure correct vertical and horizontal alignment of the bolts. Two nuts and washers and one locknut shall be supplied with each bolt as part of the holding down bolt assembly. The holding down U-bolts and the associated nuts and washers shall be mild steel hot dip galvanised to SANS 121.

4. Earthing of Mast

Earthing of the mast shall comply with SANS 10142 and SANS 10313. The minimum earthing shall however consist of two (2) x 2,4 m earth spikes installed on opposite sides of the mast. The top of the spikes shall be at least 600 mm below finished ground level. The two spikes shall be connected together and from each Spike to the inside of the mast using a 70mm² bare copper conductor (or approved equivalent) via the ducting provided. There shall be no joints in the earth conductors and all terminations shall be to the manufacturer's requirements.

5. Marking

Each pole must be identified with an indelible identification mark. The method of marking shall be to the approval of the Engineer.

6. TESTING AND COMMISSIONING

The complete installation shall be tested and commissioned in the presence of the Engineer for his approval.

C.3.4 SCHEDULES – TO BE COMPLETED

Schedule A in the table below must be completed by the Tenderer providing guarantees and technical particulars of the equipment and materials offered. Failure by the Tenderer to complete Schedule A could invalidate the tender.

ITEM 1 – LED Flood Light LUMINAIRES

Item No.	DESCRIPTION	BIDDER'S OFFER/RESPONSE		
		PREFERRED MANUFACTURER	1ST ALTERNATIVE MANUFACTURER	2ND ALTERNATIVE MANUFACTURER
1	Is the Ambient Temperature -15 to 45 degrees Celsius? If no, what's offered?			
2	Type of Housing. (Preference is for marine grade high pressure die cast Aluminium. Inherently corrosion resistant material painted grey.)			
3	Name of Manufacturer			
4	Place of Manufacturer			
5	Manufacturer's email and contact details			
6	Delivery Period			
7	Are the simulation software calculations available? (To be submitted during site hand-over)			
8	Warrantee offered (minimum 5 years)			
9	Type of Lamp (i.e. Future Proof)			
10	Lumens offered			
11	Wattage			
12	Efficacy			
13	Is the System Voltage 220V to 240V at 50 Hz? If no, what's offered? (Test Report to be submitted during site hand-over)			
14	Power Factor Minimum 0.9. If no, what's offered? (Test Report to be submitted during site hand-over)			

15	Is Surge Protection \geq 10 kV, 10kA? If no, what's offered? (Test Report to be submitted during site hand-over)			
16	Lumen Maintenance manual available? (To be submitted during hand-over after construction)			
17	IP Rating of Light Fitting offered.			
18	Is the connection of LED inside modules designed that the failure of one LED do not cause additional LED's to switch off?			

SPECIAL CONDITIONS

All contractors must comply with the following Special Conditions of Tender. Failure to adhere, will render your tender non-responsive.

SPECIAL CONDITIONS OF TENDER

A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT

The services provider must make use of 100% local unskilled labourers during the construction process, the contractor must accommodate the two interns of CITY OF MBOMBELA with regards to construction management on site, to develop capacity of department. It must also give on job training to all local labourers used on the project. Employment contracts to be in place and monitored (to ensure minimum wages are paid and UIF, etc. in place) as per GCC.

B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED

Any additional information upon request must be submitted in writing within 48 hours of receipt.

C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER

The service provider must provide the Municipality with a completed list of local labourers to be used, within 14 days after final award of the tender for approval by the Municipality. The aforesaid list must be updated and submitted together with the service provider's progress report and invoice, inclusive of the following details:

- a. Salary / wages spent on local employees versus total wages / salary budget at site
- b. Number of local employees employed versus per total workforce at site
- c. Payments made to the local labourers

Any amendments prior approval from the Municipality. The service provider must provide the Municipality with a certificate confirming payments made to the local labourers. This certificate must be updated and submitted together with the service providers' progress report and invoice.

Payments will be made monthly as per agreed progress schedule. Invoices must be submitted before 12 noon on Wednesdays at George Creditors office, to ensure timeous payment Payment schedule to be agreed during kick-of meeting an amount of 10% of the contract value will be deduct for Retention. No CSI funding may be paid out from the Grant funding therefore the 1% contribution for CSI (on the value of the tender) will only be paid out of the CRR funds.

CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.

Preamble

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	<p>a) It’s a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008</p> <p>b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984</p> <p>NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.</p>	Has the bidders attached a valid company registration document in line with the applicable legislation?	
2.	Company Profile	<p>a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”</p>	Has the bidder attached a company profile and its experience is relevant to add value on this project?	
3.	<p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.</p>	<p>a) The certification of documents must be done by a commissioner of oath as prescribed in the Justice of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.</p> <p>b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or notary public (who are members of a recognized professional body), Actuaries or accountants (who are members of a recognized professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.</p>	Has the bidder certified all documents to be certified as per special conditions of bid? Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.	

		<p><i>c) Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i></p> <div style="border: 1px solid black; padding: 5px;"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank)ex officio: RSA</p> <p>Date: Place</p> <p>Business Address:</p> <p>.....</p> <p>.....</p> <p>Commissioner of Oaths</p> <p>.....</p> <p>Signature Full Names</p> </div> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>		
4.	<p>Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable). N/B CSD Report date should not be more than 10 days before Bid closing date.</p>	<p>a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.</p>	<p>Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 10 days from the closing date?</p>	
5.	<p>Tax Compliant Status (TCS)</p>	<p>a) Prospective bidders are required to attach a valid TCS together with the tender document.</p>	<p>Has the bidder attached a valid (not expired) TCS? The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their</p>	

			<p>outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above (See MFMA Circular No: 90).</p>	
<p>6.</p>	<p>Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only).</p>	<p>a) EMEs in terms of the B-BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>Is the copy B-BBEE Certificate valid? Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid? If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations? Is the copy of B-BBEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act? Is the affidavit for B-BBEE stamped and signed by commissioner of oaths? I.e. full names and signature, force/practice</p>	

			number, designation / rank, date and address. Is the certification date not older than 3 months and original ink is clear on the document to confirm if it is originally certified?	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and loses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	
9.	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p>OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p>OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in areas for more than 90 days (3 months)?</p>	

		<p>lessor’s proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent.</p> <p>Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor’s municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p>		
10.	<p><u>Forging of documents/certificates</u></p> <p>The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders.</p> <p>Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.</p> <p>Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>“any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official”.</i></p> <p>Section 34(2) of the same Act stipulates that: <i>“subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence”.</i></p>	<p>Are there any suspicious / alleged fraudulent or forged documents?</p> <p>If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the Act?</p> <p>NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.</p>	