

KOUGA LOCAL MUNICIPALITY



PROVISION FOR CONTRACT ENGINEERING SERVICES

PROJECT NAME: Supply, install and commission of High Mast lights in Kouga Area
CIDB 3 EP TENDER

FORMAL WRITTEN QUOTATION No:174/2019

BIDDER: _____

ADVERT DATE: 20 September 2019

CLOSING TIME: 21 October 2019

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PART Q1: TENDERING PROCEDURES

Q1.1**Tender Notice & Invitation to Quote****FORMAL WRITTEN QUOTATION NOTICE: 174/2019**

(For publication in the local newspapers and notice boards)

Bidders are hereby invited to SUPPLY, INSTALL AND COMISSION of High Mast Lights in Kouga Area

ADVERTISEMENT DATE:	20 September 2019
CIDB RATING:	CIDB 3EP
DESCRIPTION OF GOODS/SERVICES	Supply, install and commission of High Mast lights in Kouga
FWQ DOCUMENTS ARE OBTAINABLE FROM:	Kouga website Notice boards newspaper
CLOSING DATE: CLOSING TIME:	21October 2019 12h00
COMPLETED FWQ DOCUMENTS CAN BE SUBMITTED AT:	Sealed quotations clearly marked, 174 /2019 , can be submitted by hand in the tender box at: Supply, install and commission of High Mast lights in Kouga Tender Box 21 St Croix Street (back entrance) or 16 Woltemade str (front entrance), Jeffery's Bay, Room 122
TECHNICAL ENQUIRIES:	Mr. K Du Preez E-mail: kdupreez@kouga.gov.za Cell: 042 200 2147

PRE-QUALIFICATION ON QUALITY

Bidders must take note that a Pre-Qualification evaluation (Functionality criterion) will be undertaken as follows:

- Plant and equipment - 25
- Experience of the company in the related field (Must be verifiable and a record of successfully completed projects be shown)-50
- Qualifications of Project team – 25

PLEASE NOTE:

A minimum score of 70% points out of 100% must be scored for Functionality. Bidders, who do not obtain the minimum score for functionality, will not be considered for further evaluation.

SUPPLIERS/SERVICE PROVIDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- [a] The Kouga Local Municipality Supply Chain Management Policy will apply;
- [b] The Kouga Local Municipality does not bind itself to accept the lowest Bidder or any other quotation and reserves the right to accept the whole or part of the Quotation;
- [c] Quotations which are late, incomplete, unsigned or submitted by facsimile or electronically, may not be accepted.
- [d] Price(s) must be valid for at least ninety (90) days from date of tender closing.
- [e] Priced bids must be firm and must be inclusive of VAT.
- [f] Service Providers must be registered on the Central Supplier Database
- [g] For all transactions exceeding R15 000, a Central Supplier Database report must be provided showing tax compliance.
- [h] This Quotation will be evaluated in terms of the 80/20 preference point system as prescribed in the **Preferential Procurement Regulation of 2011** and for this purpose the service providers are required to submit together with their quotation the **Original and valid B-BBEE Status Level Verification Certificate** or **certified** copies thereof.
- [i] Certified copy/s of IDs, CV's and certificates must be attached.

MR. C DU PLESSIS
MUNICIPAL MANAGER
September 2019

INVITATION TO TENDER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KOUGA LOCAL MUNICIPALITY

TENDER NUMBER:174 /2019

CLOSING DATE: 21 October 2019 CLOSING TIMES: 12H00

DESCRIPTION: **Supply, install and commission of High Mast lights in Kouga 174/2019**

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

TENDER DOCUMENTS MAY BE POSTED TO:

PO BOX 21

Central

Jeffrey's Bay

6330

OR

DEPOSITED IN THE TENDER BOX SITUATED AT *(STREET ADDRESS)*

Tender Box 21 St Croix Street (back entrance) or 16 Woltemade str (front entrance), Jeffery's Bay, Room 122

Central

Jeffrey's Bay

Bidders should ensure that tenders are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration.

The tender box is open between 7H30 to 16H15 during week days.

ALL TENDER MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC:2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODENUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER.....

HAS THE CENTRAL SUPPLIER DATABASE REPORT BEEN ATTACHED SHOWING TAX COMPLIANCE? YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS). ☐

A REGISTERED AUDITOR ☐

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS TENDER IS SIGNED

TOTAL TENDER PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE TENDERING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Kouga Local Municipality
Department: Supply Chain Management
Contact Person: Alicia Smith
Tel: 042-2002200
Fax: N/A

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Kenneth Du Preez
Tel: 042-20022147
Fax: N/A
Email address: kdupreez@kouga.gov.za

Q1.2: TENDER DATA

Q1.2 Tender Data

The conditions of quotation are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Quotation Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this Quotation. The Quotation 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.

The additional conditions of Bid are:

Clause number	Tender Data
F.1.1	The employer is KOUGA LOCAL MUNICIPALITY
F.1.2	The Bid documents issued by the employer comprise: Q1.1 Quotation Notice & Invitation to Quote Q1.2 Quotation data Q2.1 List of returnable documents Q2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of Offer & Acceptance (Agreement) C1.2 Contract Data Part 2: Pricing data C2.1 Pricing Instructions C2.2 Bill of Quantities Part 3: Scope of work Part 4: Site information
F.2.1	<i>Add the following</i> Only those Bidders who satisfy the following criteria are eligible to submit Tenders
F.2.1.1	Only those Bidders who are Professionally Registered with at least one of the following: • SAICE, • CESA, • ECSA • and other applicable relevant Professional bodies are eligible to submit Tenders.

F.2.1

In order to be considered for a contract in terms of this FWQ, Bidders must achieve the minimum score for quality as stated below.

The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria.

Description of quality criteria	Page	Maximum possible score
Plant & Equipment	53	25
Experience of the company in the related field (Must be verifiable)	58, 59	50
Qualifications of Site manager & team	54, 55, 56	25
Maximum Possible score quality		100

The minimum score for quality is **70%** out of a maximum possible score of **100%**. Bidders that fail to achieve the minimum score for quality will **NOT** be eligible for evaluation and their Tender offer will be rejected.

A more detailed explanation of the quality criteria is given below:

Functionality Criterion 1: Registration with the relevant Professional Body

Item	Functionality Criterion	Criterion Breakdown	Points allocation	Maximum Points to be scored
1	Registration with the relevant Body	- Points to be allocated to registered electrician. - Points to be allocated for electrical wireman’s license. <u>Note:</u> Only one person of similar level of registration will be considered per company.	10 10	20

Functionality Criterion 2: PLANT & EQUIPMENT

Item	Functionality Criterion	Criterion Breakdown	Points allocation	Maximum Points to be scored
2	Plant & Equipment	- Crane - truck - rigging equipment	10 5 10	25

**Functional Criterion 3: Experience of the company in the related field
(Must be verifiable)**

Item	Functionality Criterion	Criterion Breakdown	Points allocation	Maximum Points to be scored
3	Experience of the company in the related field (Must be verifiable)	5 points will be awarded per similar project in the field of building electrical overhead line construction work completed by the Bidder with contactable references up to a maximum of 50 points (10 projects)	5 per project	50

Functional Criterion 4: Qualifications of Project team

Item	Functionality Criterion	Criterion Breakdown	Points allocation	Maximum Points to be scored
4	Qualifications of Project team	- Experience of site foreman 1-3 years 4-6 years 7-10 years and more - Site foreman qualified electrician.	3 5 15 10	25

Note: Only one person of similar level qualification will be considered per company.

4	List of key personnel For each key personnel, the provided form must be fully completed and a shortened CV for each key personnel member must be submitted as required. Each CV should be structured under the following headings: 1. Personal particulars • name • date and place of birth • place (s) of tertiary education and dates associated therewith 2. Qualifications (Qualified certificate as electrician, membership of CIDB, ECA/ECB) 3. Outline of recent and current assignments/experience that has a bearing on the required service and extend of involvement to this project. 4. Proof of the amount of linesman must be provided as per project. 5. Contactable references.
1-4	Note: Where the required supporting documentation is not submitted and/or cannot be verified, no points will be scored/allocated.
F.2.3	<i>Add to the paragraph to further read</i> “Any omissions, contradictions to this document or incompleteness shall not form grounds for the tender to be re-advertised and the Employer shall communicate such amendments in a form of addendum/s to this document on identification and /or receipt of notification from Tenderers/s of such omissions and/or incompleteness through fax communication”. “Tenderers are to ensure that they provide the Employer with clear and complete contact details and fax numbers of a functioning fax machine”
F.2.7	Compulsory site meeting is applicable Humansdorp Council Chambers corner of main str and Du Plessis str
F.2.8	Request clarification of the tender documents, if necessary, by notifying the employer at least two working before the closing time stated in the tender data.
F.2.9	<i>Insect and replace with</i> The Employer shall not be liable for the provision of the any insurance however the Tenderer shall be required to arrange full cover and all other insurances pertaining to the contract including third party insurance and shall maintain such cover for the duration of the contract.
F.2.11	Do not make alterations or additions to the Tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12	If a Tenderer wishes to submit an alternative Tender offer, the only criteria permitted for such alternative Tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative Bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount Bided for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
locF.2.13.3	Parts of each Bid offer communicated on paper shall be submitted as an original, plus Nil copies.
F.2.13.4	The Bid shall be signed by a person duly authorised to do so and failure will result to the bid being nul or void.
F.2.13.5	The employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are: Location of Bid Box: Kouga Local Municipal offices Physical address: 33 Da Gama road Central Jeffrey's Bay 6330 Tenderer address: Identification details: As per Tender invitation
F.2.13	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid. <i>Add the following to F.2.15.1</i>
F.2.15.1	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.
F.2.16	The Tender offer validity period is 90 days from the date of closing of tenders.
F.2.18	The Bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	The Bidder is required to submit with his Bid: 1) where the Bidded amount inclusive of VAT exceeds R 15 million:

	i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; ii) a certificate certifying that the Bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; iii) particulars of any contracts awarded to the Bidder 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; iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. Where a Bidder satisfies requirements through joint venture formation, such Bidders must submit the Certificates of bidder Registration in respect of each partner.
F.3.4	Bids will be opened immediately after the closing time for Bids at the venue.
F.3.11	The procedure for the evaluation of responsive Bids is Method 3 The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is: 1) 80/20 where the financial value inclusive of VAT of all responsive Bids received have a value up to R50 000 000.
F3.13.1	Bid offers will only be accepted if: a) the Bidder's tax matters have been declared by the South African Revenue Service to be in order; b) the Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) the Bidder 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; and d) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Bid process. e) All the information and or data is provided, completed in all respects and in the form required, attachments will not be accepted as a substitute to filling in the required information on the forms provided. In other words, the bidder must comply with the whole document not only the Bid data, especially using the format specified and spaces provided in the document as non-compliance would result in disqualification due to supplying an incomplete document.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.

Annex F

Standard Conditions of Tender SANS 10845

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make

a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as —SUBSTITUTE||.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetic errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 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 paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- (4)(b) Subject to subparagraph (4) (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4) (b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value up to R 50 million

(5)(a) The following formula must be used to calculate the points for price in respect of Tenders with a Rand value above R1 000 000 (all applicable taxes included):

Where

90/10

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

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph (5) (c), points must be awarded to tender for attaining the B-BBEE status level of contributor in accordance with the table below:

: B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5) (b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be *added* to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$\text{NFO} = \text{W1} \times \text{A}$$

where: NFO is the number of tender evaluation points awarded for price.

W1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1a	Option 2 a
1	Highest price or discount	$A = (1 + (P - P_m))$ P_m	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (P - P_m))$ P_m	$A = P_m / P$
a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

Half points will be awarded to bidders renting plant and equipment as per functionality.

$$NQ = W2 \times SO / MS$$

where: *SO is the score for quality allocated to the submission under consideration;*

MS is the maximum possible score for quality in respect of a submission; and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

PART Q2: RETURNABLE DOCUMENTS, SCHEDULES & MBD FORMS

Q2.1 Checklist of Returnable Documents & Schedules

Q2.1	LIST OF RETURNABLE DOCUMENTS	ATTACHED/FILLED (Tick)	
		YES	NO
Part Q2: Returnable documents			
Q2.1	List of Returnable Documents & Schedules		
Q2.1.1	Joint Venture Disclosure Form & Agreement		
Q2.1.2	Record of Addenda to Bid Documents		
Q2.1.3	Compulsory Enterprise Questionnaire		
Q2.1.4	Certificate for Authority of Signatory		
	Certificate of Attendance at Briefing Meeting		
Q2.1.5	Alternative offer by Bidder		
Q2.1.6	Methodology and Project Plan (Gantt-chart) with realistic Cash-flow Projections		
Q2.1.7	List of Key Personnel		
Q2.1.8	CV's of Key Personnel (Qualifications & Proof of Professional Registration)		
Q2.1.9	Proof of company registration with SAICE, ECSA, CESA and other applicable professional bodies		
Q2.1.10	Company Experience with similar projects details form		
	Certified copy of company registration CIPRO certificate (CSD Report)		
	Company Shareholding Details (CSD Report)		
Q2.1.11	Certificate of Good Standing		
Q2.1.12	Professional Indemnity Insurance		
	Valid Tax Clearance SARS Certificate (CSD Report)		
Q2.1.13	Schedule of Subcontractors		
Q2.1.14	Municipal Billing Clearance Certificate		
Q2.1.15	Central Supplier Database (CSD) Report and Proof of Registration		
		SIGNED	
		YES	NO
Q2.2	Municipal Bidding Forms (Compulsory to be completed)		
	MBD 2 – Tax Clearance Certificate Requirements (Q2.1.16 above)		
	MBD 3.3 – Pricing Schedule (C2.2 below)		
Q2.2.1	MBD 4 – Declaration of Interest		
	MBD 5 – Declaration for procurement above R10 million (NA)		
Q2.2.2	MBD 6.1 – Preference Points Claim Form		
	MBD 6.2 – Local Content Certificate		
	MBD 7.2 – Contract Form on Rendering of Services		
Q2.2.3	MBD 8 – Declaration of Bidders Past Supply Chain Management Practices		
Q2.2.4	MBD 9 – Certificate of Independent Bid Determination		
	SARS Application for TCC MBD – Tax Clearance Certificate Requirements (NA)		
Q2.2.5	Declaration of validity of Information Provided.		

Q2.1.1 Joint Venture Requirements & Disclosure Form

JOINT VENTURE REQUIREMENTS

DEFINITION:- “Joint Venture or Consortium”: means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Should a group of companies/firms and/or interested parties wish to enter into a joint venture/consortium agreement the following minimum requirements must be met:-

1. A copy of the joint venture/consortium agreement must be attached.
2. Each member of the joint venture/consortium must provide a Tax Clearance Certificate
3. After award of a contract to a joint venture, the successful joint venture partners must provide a joint venture Tax Clearance Certificate and the joint venture banking details.
4. A trust, consortium or joint venture will qualify for points of their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
5. 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.

The joint venture/consortium agreement must contain the following:-

- a. Who the managing member will be.
- b. Who the signatory of authority will be.
- c. How the joint venture/consortium share of profit will be split.
- d. The bank account details where payments will be deposited into.
- e. The agreement must be signed by all parties.
- f. The agreement must be certified by a Commissioner of Oaths.
- g. The postal and physical address where all correspondence will be sent to.
- h. Each partner in the joint venture must complete the Compulsory Enterprise Questionnaire.

JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address
.....
.....
- c) Physical address
.....
.....
- d) Telephone
- e) Fax

2. IDENTITY OF EACH NON-BEE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address.....

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address.....

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address.....

Physical Address.....

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address.....

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. BRIEF DESCRIPTION OF THE ROLES OF THE BEE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) BEE Joint Venture Partner ownership percentage(s)%

b) Non-BEE Joint Venture Partner ownership percentage(s)%

c) BEE Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-BEE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	BEE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....
(d) Acquisition of lines of credit

.....
.....
.....
(e) Acquisition of performance bonds

.....
.....
.....
(f) Negotiating and signing labour agreements

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....
(b) Major purchasing

.....
(c) Estimating

- (d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- (a) Identify the “managing partner”, if any,

.....

.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

- (c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner

10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of.....

Name.....

Address

Telephone

Date.....

Signature

Duly authorised to sign on behalf of.....

Name.....

Address

Telephone

Date.....

Signature

Duly authorised to sign on behalf of.....

Name.....

Address

Telephone

Date.....

Signature

Duly authorised to sign on behalf of.....

Name

Address

Telephone

Date

Q2.1.2 Record of Addenda to Quotation Documents

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

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

Attach additional pages if more space is required

Signed _____ Date _____

Name _____ Position _____

Bidder _____

Q2.1.3 Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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 any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

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

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

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

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

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other Bidding entities submitting Bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

Q2.1.4 Certificate for Authority of Signatory

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

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

A. Certificate for company

I, _____, a director of _____
_____ hereby confirm that by resolution of the board (copy attached) taken on _____ 20____,
./Ms _____, acting in the capacity of _____,
was authorized to sign all documents in connection with this Bid and any Contract resulting from it on behalf of the company.

I further declare that the information provided in the Bid is true and correct and documentary proof regarding any Bidding issue will, when required, be submitted to the satisfaction of the Kouga Local Municipality.

As witnesses:-

1. _____

Director

2. _____

Date

Should the Bidder have, in the opinion of the Kouga Local Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the Bid, then the Kouga Local Municipality may, in its sole discretion:

- * Ignore any Bids without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the Kouga Local Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Kouga Local Municipality Code of Conduct, this could seriously impair future business relations between the Kouga Local Municipality and such Bidder.

B. Certificate for partnership

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

hereby authorize Mr./Ms _____, acting in
the capacity of _____, to sign all documents in connection with this Bid and
any Contract resulting from it on our behalf.

I further declare that the information provided in the Bid is true and correct and documentary proof regarding any
Bidding issue will, when required, be submitted to the satisfaction of the Kouga Local Municipality.

Name	Address	Signature	Date

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

Should the Bidder have, in the opinion of the Kouga Local Municipality, acted fraudulently, illegally, in bad faith or in
any improper manner with regard to the Bid, then the Kouga Local Municipality may, in its sole discretion:

- * Ignore any Bids without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the Kouga Local Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Kouga Local Municipality Code of
Conduct, this could seriously impair future business relations between the Kouga Local Municipality and such
Bidder.

C. Certificate for Joint Venture

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize
Mr./Ms _____,

Authorized signatory of the company _____,

acting in the capacity of lead partner, to sign this Bid and any Contract resulting from it on our behalf.

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

We further declare that the information provided in the Bid is true and correct and documentary proof regarding any

Bidding issue will, when required, be submitted to the satisfaction of the Kouga Local Municipality.

We have examined Annexure F: Joint Venture Disclosure Form of the Employer's procurement policy and will upon request by the Employer provide a completed and signed copy of it.

Name of Firm	Address	Authorizing signature, Name & Capacity
Lead partner		

Should the Bidder have, in the opinion of the Kouga Local Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the Bid, then the Kouga Local Municipality may, in its sole discretion:

- * Ignore any Bids without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the Kouga Local Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Kouga Local Municipality Code of Conduct, this could seriously impair future business relations between the Kouga Local Municipality and such Bidder.

D. Certificate for sole proprietor.

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

I further declare that the information provided in the Bid is true and correct and documentary proof regarding any Biding issue will, when required, be submitted to the satisfaction of the Kouga Local Municipality

As witnesses:-

1. _____
Signature: Sole owner

2. _____
Date

Should the Bidder have, in the opinion of the Kouga Local Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the Bid, then the Kouga Local Municipality may, in its sole discretion:

- * Ignore any Bids without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the Kouga Local Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Kouga Local Municipality Code of Conduct, this could seriously impair future business relations between the Kouga Local Municipality and such Bidder.

E. Certificate for Close Corporation

We, the undersigned, being the members of the business

hereby authorize Mr./Mrs /Ms -----

acting in the capacity of -----,

to sign all documents in connection with this Bid and any Contract resulting from it.

We further declare that the information provided in the Bid is true and correct and documentary proof regarding any Bidding issue will, when required, be submitted to the satisfaction of the Kouga Local Municipality.

NAME	ADDRESS	SIGNATURE	DATE

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

Should the Bidder have, in the opinion of the Kouga Local Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the Bid, then the Kouga Local Municipality may, in its sole discretion:

- * Ignore any Bids without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the Kouga Local Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Kouga Local Municipality Code of Conduct, this could seriously impair future business relations between the Kouga Local Municipality and such Bidder.

Q2.1.5 Alternative offer by Bidder (Proposed Amendments & Qualifications)

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

The Bidder's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Quotation Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Name _____ Signature_____

Capacity _____ Date_____

Q2.1.6 Plant and equipment:

(Attach a clear, detailed list of plant and equipment)

Q2.1.7 List of Key Personnel

[illegible]

Bidder.....

Signature of Bidder.....

Date.....

Q2.1.8 CV's of Key Personnel (Qualifications & Proof of Professional Registration)

(Attach certified copies & signed documents)

Q2.1.9 Proof of company registration with ECA; ECB & other applicable professional bodies

Q2.1.10 Company Experience with similar projects details form

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past or are in the process of doing so.

The information shall include a brief description of the Works, when was it Completed, the Contract value and name of Employer & Employer's Contact Persons and their contact numbers and attach a copy of the completion certificate. No attachments will be considered. Incomplete or incorrectly filling the information required in this form would imply the bidder does not have the minimum required experience and would be disqualified on the basis of submitting an incomplete bid document, this is stated on the Bid Data.

Date Project completed & Project Number	Project Name & Nature of Work	Employer, Contact Person & Contact no.	Project /Awarded Amount (incl. VAT)

Date Project completed & Project Number	Project Name & Nature of Work	Employer, Contact Person & Contact no.	Project /Awarded Amount (incl. VAT)

.....

DATE

.....

SIGNATURE OF BIDDER

Q2.1.11 Certificate of Good Standing

A valid Certificate of Good Standing from the Compensation commissioner shall be attached to this Schedule or proof that the Bidder has made arrangements with the Compensation Commissioner to meet his or her outstanding UIF obligations.

Each party to a Consortium/Joint Venture shall submit a separate Certificate of Good Standing or proof that he or she has made the necessary arrangements with the Compensation Commissioner

(Attach original & signed documents)

Q2.1.12 Professional Indemnity Insurance

(Attach original or certified copy & signed supporting documentation)

Q2.1.13 Schedule of Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

(Where applicable - We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council)

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Name _____ Signature_____

Capacity _____ Date_____

Q2.1.14 Municipal Billing Clearance Certificate

(Attach original Municipal Billing Clearance Certificate)

Q2.1.15 Central Supplier Database Report and Proof of Registration

(Attach proof of registration on the Central Supplier Database as well as the CSD Report)

Q2.2 Municipal Bidding Forms

Note: It is compulsory for Bidders to clearly and accurately fill in all the following forms

Q2.2	Municipal Bidding Forms
Q2.2.1	MBD 4 – Declaration of Interest
Q2.2.2	MBD 6.1 – Preference Points Claim Form
Q2.2.3	MBD 8 – Declaration of Bidders Past Supply Chain Management Practices
Q2.2.4	MBD 9 – Certificate of Independent Bid Determination
Q2.2.5	Declaration of validity of Information Provided.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Q2.2.2

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code

(c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **“prices”** includes all applicable taxes less all unconditional discounts;

(h) **“proof of B-BBEE status level of contributor”** means:

1)	B-BBEE Status level
certificate issued by an authorized body or person;	
2)	A sworn affidavit as
prescribed by the B-BBEE Codes of Good Practice;	
3)	Any other
requirement prescribed in terms of the B-BBEE Act;	

(i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of firm :

8.2 VAT registration number :

8.3 Company registration number

:

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

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

.....

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

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form.

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

WITNESSES:

1.

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

8.

DATE.....

ADDRESS:.....

.....

.....

.....

Q2.2.5

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder

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

Q2.2.7

DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of offer and acceptance

- Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

Supply, installation and commission of high mast lights Kouga Area

The Bidder, identified in the offer signature block, has examined the documents listed in the 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 Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Service Provider 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.

1. THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....Rand (in words);

R..... (in figures) (or other suitable wording)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid data, whereupon the Bidder becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

Signature:

Name:

Capacity:

For the Bidder:

.....

(Name and address of organization)

Name and Signature of Witness:

Date:.....

Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidder's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the Bidder's offer shall form an agreement between the Employer and the Bidder 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,

Part C2 Pricing Data

Part C3 Scope of work.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Bid data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfill 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 Bidder receives one fully completed, signed copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Service Provider) 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

(Name and address of organization)

Name and Signature of Witness:..... Date:

- **Schedule of Deviations**

Notes:

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

1 Subject _____ Details _____

2 Subject _____ Details _____

3 Subject _____ Details _____

4 Subject _____ Details _____

By the duly authorised representatives signing this schedule of deviations, the Employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Bid data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

Signature:

Name:

Capacity:

For the Bidder:

.....

(Name and address of organization)

Name and Signature of Witness: **Date:**

Signature(s):

Name(s).....

Capacity:

For the Employer

(Name and address of organization)

Name and Signature of Witness: **Date:**

C1.2 Contract Data

The Contract Data of this Contract is guided by the following Standard Condition of Contract:

C1.2.1 Standard Professional Services Contract (1014) - Third Edition July 2009 as amended by the Special Conditions of Contract as set out below and may be obtained from:

Construction Industry Development Board

Pretoria

Tel: 012 343 7136 or 012 481 9030

Fax: 012 343 7153

E-mail: cidb@cidb.org.za

Standard Professional Services Contract (1014) - Third Edition July 2009 make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The Contract Data and Standard Professional Services Contract (1014) - Third Edition July 2009 shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

Contract Specific Data

The following contract specific data, referring to the Standard Professional Services Contract (1014) Third Edition July 2009, are applicable to this Contract:

1. The company is registered with the ECB/ECA.
2. The company registration with CIDB and have a CIDB 3EP.

2.2 Interpretation

If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the **Contract Data** shall prevail.

3.4 Notices

- C3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party, to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party
- C3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

The Services shall be performed at **such locations as are specified in the Tender Notice & Compulsory Briefing**, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

The Service Provider shall not release public or media statements or publish material related to the Services or Project at any given time during and after completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

13. Liability

13.1 Liability of the Service Provider

- 13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within **14 days** and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

14. General Conditions of Contract

Service provider's tax and levy affairs to be in order

Add:

3.15 It is a condition of Contract that:

- i) the taxes of the Service Provider must be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.
- ii) the Employer levies of the successful Tender must be in order, or that suitable arrangements have been made with the Employer to satisfy them.

- iii) if the declaration is found not to be correct, the Employer may, in addition to any other remedy it may have :
 - a) recover from the Service Provider all costs, losses or damages incurred or sustained by the Employer as a result of the award of the Contract; and/or
 - b) cancel the Contract and claim any damages which the Employer may suffer by having to make less favourable arrangements after such cancellation; and/or
 - c) impose on the Service Provider a penalty not exceeding 5% of the value of the Contract.
- iv) if the Service Provider is a consortium/joint venture, then each party shall comply with this clause.
- v) any sub-Service Provider employed by the Service Provider shall comply with this clause.
- vi) the Service Provider shall provide the following documents :
 - a) the current relevant business licence;
 - b) the latest tax receipt in respect of both the Income and Value Added Tax showing the date of issue and Local of the Service Provider,
 - c) Employer Department of Finances Certificate of Good Standing, available from the Employer's Levies Section.

C1.2 Contract Data

C1.2.2 Part 1: Data provided by the Employer

Clause	Data
1	Employer: The Employer is the Kouga Local Municipality The authorized and designated representative of the Employer is: Name: Mr C du Plessis, Municipal Manager, Kouga Local Municipality. The Employer's address for receipt of communications is: 33 Da Gama Road Central Jeffrey's Bay 6330
3.9.4	Period of Performance: The duration for the Planning, Design, Development of Contract documentation that is compliant to CIDB, applicable Professional standards & norms and working drawings shall be (6) six weeks from the date of appointment. All CIDB and EPWP Kouga Local Municipality's reporting requirements including other applicable legislations shall be complied within the duration of the Contract. Other key deliverables by the Service Provider shall be completed within and monitored against the time frames set out in the final project programme drawn up by the Service Provider and approved by the Employer.
3.12	Penalty A penalty of R1000.00 shall be levied for every Day that elapse between the end of the period specified under 3.9 Period of Performance, or an extended Period of Performance, and the actual date of completion up to a maximum amount of 10% of the Tender sum. The penalty shall be payable on each month in proportion to the Days that have elapsed.

3.15.1	Programme The Service Provider shall, within the 7 days of appointment and/or whenever a programme is amended or revised as per the instruction of the Employer, submit for the Employer's approval a programme for the performance of the Services and The key milestones shall be included.
3.16	Price adjustment to time-based fees for inflation No price adjustment to time-based fees shall be allowed during the period starting from planning until the completion and hand-over of the construction work.
4.3.2	Assistance Assistance duties shall be delegated to Mr K Du Preez after appointment of the Service Provider about the management of the project in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the project management services.
5.4	Insurances to be taken out by the Service Provider The Service Provider shall as a minimum and at his own cost take out and maintain in force all the following insurance Insurance against: Professional Liability Cover: Full project value. Period: Until three years after project has been commissioned. Deductibles: Greater of 5% or R50, 000.00 per claim. Insurance against: Public Liability Cover: Full project value. Period: Entire preconstruction period. Deductibles: Greater of 5% or R50, 000.00 per claim.
8.1	Commencement of Services The Service Provider shall commence the performance of the Services within 14 days on receipt of appointment and shall not affect the approved Period of Performance.
9.1	Ownership of documents and copyright Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested with the Employer. The Employer shall have ownership of all electronic & hard copy documents pertaining to the planning, design & management of the project.
12.	Resolution of disputes

12.1	Settlement Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to mediation/adjudication.
-------------	--

C1.2 Contract Data

C1.2.3 Part 2: Data provided by the Service Provider

Clause	Contract Data
1.	The Service Provider is Address Registered Company/Close Corporation Name (if applicable) is VAT registration number..... Bank name & branch..... Bank account number..... The Service Provider's address for receipt of communications is: Telephone: Facsimile: E-mail: Address:
5.3	Designated representative The person detailed below shall have complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider. Name of designated representative..... Professional registration category.....

	Professional registration number..... Years of experience in the consultancy industry.....
5.5	Service Provider's actions requiring Employer's prior approval The Service Provider shall obtain the Employer's prior approval in writing before taking, inter-alia, any of the following actions: a) appointing Subcontractors for the performance of any part of the Services as listed on the Q2.1.17 Schedule of Subcontractors b) appointing Key Persons as listed on the Q2.1.8 Schedule of Key Persons
13.6	Indemnity by the Employer The Service Provider shall ensure full cover & maintain all insurances against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

Bidder

Signature of Bidder

Date

PART C2: PRICING DATA

C2.1 Activity Schedule or Bills of Quantities

NAME OF BIDDER :

TENDER NO. :

PROJECT NAME:

CLOSING DATE & TIME : 21 October 2019 & 12H00

C2.1 Activity Schedule or Bills of Quantities

NAME OF BIDDER :

TENDER NO. :

PROJECT NAME:

CLOSING DATE & TIME : 21 October 2019 & 12H00

C2.1 Activity Schedule or Bills of Quantities

NAME OF BIDDER :

TENDER NO. :

PROJECT NAME:

CLOSING DATE & TIME : 21October2019 & 12H00

TENDER NUMBER: 174/2019

TENDER FOR SUPPLY, INSTALL AND COMMISSIONING OF HIGH MAST LIGHTS KOUGA AREA

BILL OF QUANTITIES (C2.2)

SUMMARY OF SCHEDULES 1 high mast light

Subtotal - Schedule A – Preliminary & General	R.....
Subtotal - Schedule B - Test	R.....
Subtotal - Schedule C - Foundations	R.....
Subtotal - Schedule D - High Mast and Luminaries	R.....
Subtotal - Schedule E – LV Supply and Earthing	R.....
Subtotal - Schedule F – Optional	R.....
10% Contingencies	R.....
Subtotal	R.....
15% Vat	R.....
TOTAL *	R.....

Note:

* Total to be carried forward to Part C1.1, "Form of Offer"

DIRECTORATE: INFRASTRUCTURE & ENGINEERING

TENDER NUMBER:174 /2019

TENDER FOR SUPPLY, INSTALL AND COMMISSIONING OF HIGH MAST LIGHTS KOUGA AREA

BILL OF QUANTITIES (C2.2)

SUMMARY OF SCHEDULES 2 high mast light

Subtotal - Schedule A – Preliminary & General	R.....
Subtotal - Schedule B - Test	R.....
Subtotal - Schedule C - Foundations	R.....
Subtotal - Schedule D - High Mast and Luminaries	R.....
Subtotal - Schedule E – LV Supply and Earthing	R.....
Subtotal - Schedule F – Optional	R.....
10% Contingencies	R.....
Subtotal	R.....
15% Vat	R.....
TOTAL *	R.....

Note:

*** Total to be carried forward to Part C1.1, "Form of Offer"**

DIRECTORATE: INFRASTRUCTURE & ENGINEERING

TENDER NUMBER:174 /2019

TENDER FOR SUPPLY, INSTALL AND COMMISSIONING OF HIGH MAST LIGHTS KOUGA AREA

BILL OF QUANTITIES (C2.2)

SUMMARY OF SCHEDULES 3 high mast light

Subtotal - Schedule A – Preliminary & General	R.....
Subtotal - Schedule B - Test	R.....
Subtotal - Schedule C - Foundations	R.....
Subtotal - Schedule D - High Mast and Luminaries	R.....
Subtotal - Schedule E – LV Supply and Earthing	R.....
Subtotal - Schedule F – Optional	R.....
10% Contingencies	R.....
Subtotal	R.....
15% Vat	R.....
TOTAL *	R.....

Note:

*** Total to be carried forward to Part C1.1, "Form of Offer"**

Bills of Quantities for 1 High Masts

				Unit price		
Item	Description	Unit	Qty	Material	Labour	Total
A	Site Establishment & Preliminary and General					
1	Site Camp Establishment, Store, Rental, Transport, Clearing of Site, Site Supervision, Induction, Medical, etc.	Sum	1	R	R	R
2	Allowances:					
2.1	Induction and Medical – Foundation Crew	Sum	1	R	R	R
2.2	Induction and Medical – Mast installation Crew	Sum	1	R	R	R
2.3	Preparation and submission of a construction program to the Engineer as required in the documents.	Sum	1	R	R	R
2.4	Three sets construction drawings to the Engineer for approval.	Sum	1	R	R	R
2.5	Three sets of hard copies and an electronic copy of “As-built” drawings and test certificates to the Engineer on hand-over.	Sum	1	R	R	R
2.6	Instructions to maintenance staff of operating and maintenance procedures, including three sets of Instruction manuals.	Sum	1	R	R	R
2.7	Testing, Inspection and Commissioning.	Sum	1	R	R	R
2.8	Compliance with the requirements of the Occupational Health and Safety Plan and regulations.	Sum	1	R	R	R
Sub-Total: Site Establishment & Preliminary and General						R
B	Tests	Unit	Qty	Material	Labour	Total
1	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	sum	1	R	R	R

				Unit price		
Item	Description	Unit	Qty	Material	Labour	Total
	concrete base design. Provide soil test certificate					
2	Test earth system and provide test certificate	sum	1	R	R	R
Sub-Total: Tests						R
C	Foundations	Unit	Qty	Material	Labour	Total
1	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,					
1.1	Soil ("Normal")	per m ³	1	R	R	R
1.2	Soft rock ("Difficult")	per m ³	1	R	R	R
1.3	Hard rock ("Hard")	per m ³	1	R	R	R
2	Disposal of surplus unsuitable material at an approved site	Per m ³	1	R	R	R
Sub-Total: Foundations						R
D	High Mast and Luminaries	Unit	Qty	Material	Labour	Total
1	Supply and deliver to site in Kouga complete high mast pole, with all accessories, distribution board, internal cables, carriage, etc	sum	1	R	R	R
2	Assemble and Erect complete mast.	sum	1	R	R	R
3	Supply and deliver 200W LED high mast luminaires, or similar, as a replacement to the traditional 400W	Item	9	R	R	R

				Unit price		
Item	Description	Unit	Qty	Material	Labour	Total
	HPS floodlights.					
4	Install and connect 200W LED highmast luminaires. 9 per highmast, including all brackets, etc. Mounted on high mast carriage.	Item	9	R	R	R
5	Set luminaire aiming positions at each mast and test illumination levels and submit test results to Engineer	Sum	1	R	R	R
6	5m Test lead for testing floodlight luminaires at ground level	Item	1	R	R	R
Sub-Total: High Mast and Luminaries						R
E	LV Supply and Earthing	Unit	Qty	Material	Labour	Total
1	Electrical connection to Municipal supplied point, including all excavations, backfilling, cabling, etc..	sum	1	R	R	R
2	Installation of complete Earthing System as per specification	sum	1	R	R	R
Sub-Total: LV Supply and Earthing						R
		Unit	Qty	Material	Labour	Total
1	Hoisting unit	sum	1	R	R	R
2	Hydraulic power tool	sum	1	R	R	R

Bills of Quantities for 2 High Masts

				Unit price		
Item	Description	Unit	Qty	Material	Labour	Total
A	Site Establishment & Preliminary and General					
1	Site Camp Establishment, Store, Rental, Transport, Clearing of Site, Site Supervision, Induction, Medical, etc.	Sum	1	R	R	R
2	Allowances:					
2.1	Induction and Medical – Foundation Crew	Sum	1	R	R	R
2.2	Induction and Medical – Mast installation Crew	Sum	1	R	R	R
2.3	Preparation and submission of a construction program to the Engineer as required in the documents.	Sum	1	R	R	R
2.4	Three sets construction drawings to the Engineer for approval.	Sum	1	R	R	R
2.5	Three sets of hard copies and an electronic copy of “As-built” drawings and test certificates to the Engineer on hand-over.	Sum	1	R	R	R
2.6	Instructions to maintenance staff of operating and maintenance procedures, including three sets of Instruction manuals.	Sum	1	R	R	R
2.7	Testing, Inspection and Commissioning.	Sum	1	R	R	R
2.8	Compliance with the requirements of the Occupational Health and Safety Plan and regulations.	Sum	1	R	R	R

				Unit price		
Item	Description	Unit	Qty	Material	Labour	Total
Sub-Total: Site Establishment & Preliminary and General						R
B	Tests	Unit	Qty	Material	Labour	Total
1	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	sum	2	R	R	R
2	Test earth system and provide test certificate	sum	2	R	R	R
Sub-Total: Tests						R
C	Foundations	Unit	Qty	Material	Labour	Total
1	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,					
1.1	Soil ("Normal")	Per m ³	1	R	R	R
1.2	Soft rock ("Difficult")	Per m ³	1	R	R	R
1.3	Hard rock ("Hard")	Per m ³	1	R	R	R
2	Disposal of surplus unsuitable material at an approved site	Per m ³	1	R	R	R
Sub-Total: Foundations						R

				Unit price		
Item	Description	Unit	Qty	Material	Labour	Total
D	High Mast and Luminaries	Unit	Qty	Material	Labour	Total
1	Supply and deliver to site in Kouga complete high mast pole, with all accessories, distribution board, internal cables, carriage, etc	sum	2	R	R	R
2	Assemble and Erect complete mast.	sum	2	R	R	R
3	Supply and deliver 200W LED high mast luminaires, or similar, as a replacement to the traditional 400W HPS floodlights.	Item	18	R	R	R
4	Install and connect 200W LED highmast luminaires. 9 per highmast, including all brackets, etc. Mounted on high mast carriage.	Item	18	R	R	R
5	Set luminaire aiming positions at each mast and test illumination levels and submit test results to Engineer	Sum	2	R	R	R
6	5m Test lead for testing floodlight luminaires at ground level	Item	2	R	R	R
Sub-Total: High Mast and Luminaries						R
E	LV Supply and Earthing	Unit	Qty	Material	Labour	Total
1	Electrical connection to Municipal supplied point, including all excavations, backfilling, cabling, etc..	sum	2	R	R	R
2	Installation of complete Earthing System as per specification	sum	2	R	R	R
Sub-Total: LV Supply and Earthing						R

				Unit price		
Item	Description	Unit	Qty	Material	Labour	Total
		Unit	Qty	Material	Labour	Total
1	Hoisting unit	sum	1	R	R	R
2	Hydraulic power tool	sum	1	R	R	R

Bills of Quantities for 3 High Masts

				Unit price		
Item	Description	Unit	Qty	Material	Labour	Total
A	Site Establishment & Preliminary and General					
1	Site Camp Establishment, Store, Rental, Transport, Clearing of Site, Site Supervision, Induction, Medical, etc.	Sum	1	R	R	R
2	Allowances:					
2.1	Induction and Medical – Foundation Crew	Sum	1	R	R	R
2.2	Induction and Medical – Mast installation Crew	Sum	1	R	R	R
2.3	Preparation and submission of a construction program to the Engineer as required in the documents.	Sum	1	R	R	R
2.4	Three sets construction drawings to the Engineer for approval.	Sum	1	R	R	R
2.5	Three sets of hard copies and an electronic copy of “As-built” drawings and test certificates to the Engineer on hand-over.	Sum	1	R	R	R
2.6	Instructions to maintenance staff of operating and maintenance procedures, including three sets of Instruction manuals.	Sum	1	R	R	R
2.7	Testing, Inspection and Commissioning.	Sum	1	R	R	R
2.8	Compliance with the requirements of the Occupational Health and Safety Plan and regulations.	Sum	1	R	R	R
Sub-Total: Site Establishment & Preliminary and General						R
B	Tests	Unit	Qty	Material	Labour	Total

				Unit price		
Item	Description	Unit	Qty	Material	Labour	Total
1	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	sum	1	R	R	R
2	Test earth system and provide test certificate	sum	1	R	R	R
Sub-Total: Tests						R
C	Foundations	Unit	Qty	Material	Labour	Total
1	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,					
1.1	Soil ("Normal")	per m ³	1	R	R	R
1.2	Soft rock ("Difficult")	per m ³	1	R	R	R
1.3	Hard rock ("Hard")	per m ³	1	R	R	R
2	Disposal of surplus unsuitable material at an approved site	Per m ³	1	R	R	R
Sub-Total: Foundations						R
D	High Mast and Luminaries	Unit	Qty	Material	Labour	Total
1	Supply and deliver to site in Kouga complete high mast pole, with all accessories, distribution board, internal cables, carriage, etc	sum	3	R	R	R

				Unit price		
Item	Description	Unit	Qty	Material	Labour	Total
2	Assemble and Erect complete mast.	sum	3	R	R	R
3	Supply and deliver 200W LED high mast luminaires, or similar, as a replacement to the traditional 400W HPS floodlights.	Item	27	R	R	R
4	Install and connect 200W LED highmast luminaires. 9 per highmast, including all brackets, etc. Mounted on high mast carriage.	Item	27	R	R	R
5	Set luminaire aiming positions at each mast and test illumination levels and submit test results to Engineer	Sum	3	R	R	R
6	5m Test lead for testing floodlight luminaires at ground level	Item	3	R	R	R
Sub-Total: High Mast and Luminaries						R
E	LV Supply and Earthing	Unit	Qty	Material	Labour	Total
1	Electrical connection to Municipal supplied point, including all excavations, backfilling, cabling, etc..	sum	3	R	R	R
2	Installation of complete Earthing System as per specification	sum	3	R	R	R
Sub-Total: LV Supply and Earthing						R
		Unit	Qty	Material	Labour	Total
1	Hoisting unit	sum	1	R	R	R

				Unit price		
Item	Description	Unit	Qty	Material	Labour	Total
2	Hydraulic power tool	sum	1	R	R	R

	Signature of Tenderer:	Date:
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*If one of the items is not filled in, the Bidder should provide a supporting correspondence as to why that item will not be required in this project. Failing which the price of the Bidder will be deemed invalid and unfair to other Bidder's prices.

PART C3: SCOPE OF WORK

C3.1 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)
SANS 1200 GA	- Standardized specification for civil engineering construction Section GA: Concrete (small works)
SANS 1200 H	- Standardized specification for civil engineering construction Section H: Structural steelwork
SANS 1200 HC	- Standardized specification for civil engineering construction Section HC: Corrosion protection of structural steelwork
SANS 1700-14.1/11	- Fasteners Part 14: Hexagon nuts Sections 1 to 11
SANS 2394	- General principles on reliability for structures
SANS 9001	- Quality management systems - Requirements
SANS 9692-1	- Welding and allied processes - Recommendations for joint preparation Part 1: Manual metal-arc welding, gas-shielded metal-arc welding, gas welding, TIG welding and beam welding of steels
SANS 10142-1	- The wiring of premises Part 1: Low-voltage installations
SANS 10144	- Detailing of steel reinforcement for 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 - 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.

C3.2 TECHNICAL SPECIFICATION

1. Mast

1.1. Design

The masts must be designed in accordance with SANS 10225.

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.

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 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. Nine (9) 200W LED luminaires 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:

One (1) x three pole MCB main switch.

Single pole MCBs for individual luminaire protection. Each circuit breaker must supply only one luminaire.

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)

One (1) x single phase switched socket outlet for the use of a power tool

One (1) x 5 pin CEE socket

One (1) x adequately rated contactor

One (1) x single pole MCB acting as by-pass switch

One (1) x single pole MCB protecting the contactor

One (1) x rated photocell

The following must be noted:

Contactors, if any, shall be operated electro-mechanically.

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.

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.

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 9 x400W HPS lights. The luminaire shall be designed in accordance with the following requirements:

Design Life: In excess of 25 years.

The LED life expectancy shall be at least 60,000 hours (*Documentary evidence from the LED manufacturer, by means of an appropriate datasheet*).

The luminaires shall have an approved asymmetric luminous intensity distribution suitably controlled internally for a medium and narrow beam distribution.

Use of high efficiency LED's (*Documentary evidence of compliance to this clause shall be submitted with the tender*).

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.

Surge protection 10kV / 10kA

A minimum power factor of 0.9

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.

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.

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.

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.

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

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 the similar or better light output at ground level as 400W HPS floodlights currently in use by Kouga Municipality type with the following minimum requirements (for example the 200W Gigatera MA200):

1. Max Power consumption – 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:

Distribution board: IP 65

Lamp compartment: IP 66

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

Difficult Excavation: Material that is difficult to loosen and remove using pick and shovel such as large layers of 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 Area 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. 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 and must be barriered off to the public.

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 a minimum of 110mm PVC ducting to allow the supply cable and the two 35 mm² copper earthing conductors access from below ground level to the inside of the mast without being visible above.

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 Area Engineer.

6. TESTING AND COMMISSIONING

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

