



**City of
Ekurhuleni**

ENERGY DEPARTMENT

CONTRACT NUMBER: A-EE 10-2026

BID DOCUMENT

**(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 PUBLISHED IN
GOVERNMENT GAZETTE NO. 47452 OF 04 NOVEMBER 2022)**

**THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF
STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND
WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

CIDB GRADING: 4EP or 3EPPE or higher

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Tender Office Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street Email: Sduduzo.Sikhakhane@ekurhuleni.gov.za	Department: Energy Section: Operations and Maintenance Energy Corporate Office Trichardts Road BOKSBURG 1460 Mr. April Dlamini Email: April.Dlamini@ekurhuleni.gov.za	Department: Energy Head Office Energy Corporate Office Trichardts Road BOKSBURG 1460 Mr. Tshilidzi Thenga Email: siphesihle.xulu@ekurhuleni.gov.za

NAME OF BIDDING ENTITY (FULL NAME, i.e. Ltd, Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.) :

TELEPHONE NUMBER : _____

EMAIL ADDRESS : _____

FAX NUMBER : _____

NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “**Acceptable bid**”, and as such will be rejected.

“**Acceptable bid**” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

A BID WILL BE REJECTED ON THE FOLLOWING GROUNDS:

1. In the event that bidders are **not compliant** with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)
2. Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid **must be indicated** on the bid document and must be **submitted and completed in full**. All bidder’s information **must be accurate and correct**.
3. In the event of a **failure to complete** and **sign in full** the schedule of quantities as required.
4. In the event of there being **scratching out, writing over or painting out** rates or information, affecting the evaluation of the bid, **without initialling** next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.
5. In the event of the **use of** correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) on sections affecting the evaluation process of the bid.
6. If the Bid **has not been properly signed** by a person having the authority to do so. (**Refer to Declaration**)
7. If the bidder **attempts to influence** or has in fact **influenced** the evaluation and/or awarding of the contract.
8. If there is any **misrepresentation**, on information, that affects evaluation and / or information or evidence submitted pertaining to specific goals.
9. If the bid has **either** been submitted in the wrong bid box **or** after the relevant closing date and time.
10. Non-submission of municipal account, not older than three months for the bidding entity or signed lease agreement or an Affidavit (in cases where the bidding entity does not own a property).
11. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for three months (if the value of the transaction is expected not to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
12. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for more than 30 days (if the value of the transaction is expected to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
13. If any bidder who during the last five years has **failed to perform satisfactorily** on a previous contract with the municipality, municipal entity or any other organ of state **after** written notice was given to that bidder that performance was unsatisfactory.
14. The accounting officer must ensure that irrespective of the procurement process followed, **no** award may be given to a person –

- a) who is in the service of the state, or;
 - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - c) who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.
15. If the bidder **is not registered** in the required CIDB contractor grading designation (category) or higher, **if required** in this bid documentation.
 16. If the bidder or any of its directors **is listed** on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person **prohibited** from doing business with the public sector.
 17. If the bidder **has abused** the COE's Supply Chain Management System **and** action was taken in terms of paragraph 38 of the COE SCM Policy.
 18. In the event of **non-submission of three (03) Annual Financial Statements** if the value of the transaction is expected to exceed R10 million (VAT included). In this regard, please note that:
 - 18.1. If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.2. If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.3. If the bidder only commenced business within the past three years, the bidder **is required to submit** annual financial statements in compliance with the provisions of **(18.1)** and **(18.2)** above for each of its financial years since commencing business.
 - 18.4. If a bidder **is not required** by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above **must be submitted**. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected.
 19. If the bidder has failed to submit ALL required documents as specified on the bid document.
 20. If the following have not been **fully completed** and **signed**:

- | | |
|------------|---|
| FORM 2.2.2 | - GENERAL DECLARATION |
| FORM 2.2.3 | -DECLARATION OF INTEREST |
| FORM 2.2.4 | - DECLARATION OF BIDDER'S PAST SCM PRACTICES |
| FORM 2.2.5 | - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (IF APPLICABLE) |
| FORM 2.2.6 | - CERTIFICATE OF INDEPENDENT BID DETERMINATION |
| FORM 2.2.7 | -DECLARATION FOR MUNICIPAL ACCOUNTS |
| FORM 2.2.8 | -DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION |

NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, CITY OF EKURHULENI (CoE).
- 1.2. BID, TENDER AND VARIATIONS THEREOF
- 1.3. JOINT VENTURE / CONSORTIUM

2. **Very important notice:** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.

3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested.**

PLEASE NOTE POSSIBLE AMENDMENTS/ADDENDUM MAY BE ADVERTISED ON THE CoE WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE COE WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID

THE LIST OF SUCCESSFUL AND UNSUCCESSFUL BIDDERS WILL BE PUBLISHED ON THE CITY'S WEBSITE.

PLEASE NOTE THAT ALL BID DOCUMENTS ARE ALSO AVAILABLE FOR DOWNLOAD ON OUR WEBSITE FOR FREE IN ANY COLOUR PAPER.

PLEASE NOTE EXTENSION OF VALIDITY (IF APPLICABLE) WILL BE ADVERTISED ON THE CoE WEBSITE.

IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE CoE WEBSITE DAILY FOR ANY EXTENSION OF VALIDITY PUBLISHED.

DEPARTMENT NAME: **ENERGY**

CONTRACT NO: **A-EE 10-2026**

FOR

THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:.....
.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER :

FAX NUMBER :

E-mail ADDRESS :

CONTRACT PRICE : R.....

(Amount brought forward from the Form of Offer and Acceptance)*

Signed by authorised representative of the Bidding Entity:

DATE:

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

CITY OF EKURHULENI

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CITY OF EKURHULENI

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PART T1 BIDDING PROCEDURES

- T1.1 BID NOTICE AND INVITATION TO BID
- T1.2 BID DATA

T1.1 BID NOTICE AND INVITATION TO BID

ADVERTISED IN: SOWETAN
PUBLISHING DATE: 22 MAY 2026

CITY OF EKURHULENI

Bids are hereby invited for the following:

ENERGY DEPARTMENT

Operations and Maintenance

<u>CONTRACT NO.:</u>	<u>DESCRIPTION:</u>	<u>CLOSING DATE:</u>
A-EE 10-2026	The appointment of Electrical Contractors for the Repair and Maintenance of Street, Area and Sports Field Lighting within the City of Ekurhuleni on an as and when required basis from date of award until 30 June 2029	30 JUNE 2026

Bidders must note that this bid may be awarded to more than one bidder. Bidders must note that certain works under this Bid may only be constructed using labour-based construction methods and must limit the utilization of their permanently employed personnel to Key Personnel and all other personnel and labourers must be recruited locally

Bidders must be registered with the Construction Industry Development Board (CIDB) in a contractor grading designation determined in accordance with the sum tendered for a 4EP class of construction work. Enterprises who have a 3EPPE grading may also submit bids or higher

Acceptable bids will be evaluated by using a system that awards points on the basis of **90 points** for bid price and a maximum of **10 points** for Specific Goal/s.

Tax compliance will be dealt with in terms of MFMA Circular No. 90

Please note that all bid documents are available for download on our website for free in any colour paper

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid **box number FIVE (05)**, on the Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, not later than **10:00** on **30 JUNE 2026**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. **All bids shall hold good for 120 days as from the closing date of bids.**

Bids which are not received and/or deposited **in the specified bid box before 10:00** on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall in terms of the SCM Policy of the City of Ekurhuleni, not be considered by the Council as valid bids.**

Enquiries must be directed to Mr. April Dlamini at e-mail address: April.Dlamini@ekurhuleni.gov.za

Bidder's attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the COE.**

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

**MR. K. LERUTLA
CITY MANAGER
COE**

MBD 1: PART A: INVITATION TO BID					
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF EKURHULENI					
BID NUMBER:	A-EE 10-2026	CLOSING DATE:	30 JUNE 2026	CLOSING TIME:	10:00 am
DESCRIPTION	The appointment of Electrical Contractors for the Repair and Maintenance of Street, Area and Sports Field Lighting within the City of Ekurhuleni on an as and when required basis from date of award until 30 June 2029				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
GOLDEN HEIGHTS					
141 VICTORIA STREET (CORNER VICTORIA AND F H ODENDAAL STREETS) Use entrance at 65 FH Odendaal Street					
GERMISTON					
1400					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL ORIGINAL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS VERIFICATION CERTIFICATE/ ORIGINAL SWORN AFFIDAVIT OR CERTIFIED COPY OF THE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF (FOR EMES& QSEs) OR A CERTIFICATE FROM THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS (if applicable)]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance		CONTACT PERSON	April Dlamini	
CONTACT PERSON	Sduduzo Sikhakhane		TELEPHONE NUMBER	N/A	
TELEPHONE NUMBER	N/A		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS		
E-MAIL ADDRESS	Sduduzo.Sikhakhane@ekurhuleni.gov.za		April.Dlamini@ekurhuleni.gov.za		

MBD 1: PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 BID DATA

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015. A copy is attached hereto, immediately after page 13.

The under mentioned items of data and deviations will have precedence over the Standard Conditions of bid conditions in Annex F.

The **Standard Conditions of Bid** for Procurements make several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The City Manager CITY OF EKURHULENI Private Bag 1069 Germiston 1400
F.1.2 TENDER DOCUMENTS	<p>The bid documents issued by the Employer comprise:</p> <p>THE BID</p> <p>Part T1 Bidding procedures Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data</p> <p>Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993</p> <p>Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity</p> <p>Part C3 Scope of Works C3 Scope of Works</p> <p>Part C4 Site Information C4 Site Information</p>

Clause number	Data
<p>F.1.4 COMMUNICATION AND EMPLOYER'S AGENT</p>	<p>The Employer's agent is: Name: Address: Tel: Fax: E-mail:</p>
<p>F.2.1 ELIGIBILITY</p>	<p>Only those bidders who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit bids.</p> <p>Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4 EP class of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer:</p> <ul style="list-style-type: none"> (a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and (b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract. <p>Joint Ventures are eligible to submit bids provided that:</p> <ul style="list-style-type: none"> (1) each member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation in the 3 EP class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4 EP class of construction work.
<p>F.2.7 CLARIFICATION MEETING</p>	<p>There are no clarification meetings.</p>
<p>F.2.12 ALTERNATIVE TENDER OFFERS</p>	<p>If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Engineer.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative 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 satisfies the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative 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</p>

Clause number	Data
	<p>accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Bid Data must include an amount equal to 5% of the amount bid for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.1 SUBMITTING A TENDER OFFER	Bidders may offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data.
F.2.13.3 SUBMITTING A TENDER OFFER	<p>The <u>whole original</u> bid document, <i>as issued by the COE</i>, shall be submitted.</p> <p>THE BIDDER TO SUBMIT, TOGETHER WITH THE FULLY COMPLETED BID DOCUMENT, A USB WITH A COPY IN PDF FORMAT OF THE ORIGINAL COMPLETED BILL OF QUANTITIES/PRICING SCHEDULE. THIS USB MAY BE USED WHENEVER THERE IS A DISPUTE BETWEEN THE BIDDER AND COE.</p> <p>Bids may only be submitted on the Bid documentation issued by the COE.</p>
F.2.13.5 SUBMITTING A TENDER OFFER	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Bid box number FIVE (05)</p> <p>Physical address: Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal street</p> <p>Identification details: Contract Number: A-EE 10-2026</p> <p>THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029</p>
F.2.15 CLOSING TIME	<p>The closing time for submission of bid offers is:</p> <p>10:00 on 30 JUNE 2026</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.</p>
F.2.16 TENDER OFFER VALIDITY	The bid offer validity period is 120 days
F.2.18 PROVIDE OTHER MATERIAL	Not Applicable
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Not required
F.2.23 CERTIFICATES	<p>The bidder is required to <i>submit with his bid.</i></p> <p><i>(1) In order to obtain Specific Goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of Specific Goal/s claimed.</i></p>

Clause number	Data
	<p>(2) A TCS pin number thereof, issued by the South African Revenue Services;</p> <p>(3) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.</p> <p>(4) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.</p> <p>(5) Immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted. If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.</p> <p>(6) If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.</p>
<p>F.3.4 OPENING OF BID SUBMISSIONS</p>	<p>The time and location for opening of the bid offers are: Immediately after the closing time for submission of bid. Location: Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street</p>
<p>F.3.5 TWO-ENVELOPE SYSTEM</p>	<p>A two-envelope procedure will not be followed.</p>
<p>F.3.9.1 ARITHMETICAL ERRORS</p>	<p>Replace the contents of the clause with the following:</p> <p>“Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u></p>

Clause number	Data												
	<p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.”</p>												
<p>F.3.11 EVALUATION OF BID OFFERS</p>	<p>The preference procedure for evaluation of responsive bid offers shall be the 90/10 preference system, being a maximum of 90 points for price and a maximum of 10 points for Specific Goal/s Points in accordance with Preferential Procurement Regulations, 2022, in full compliance with Form 2.3.3.</p> <p>EVALUATION CRITERIA</p> <table border="1" data-bbox="459 741 1385 2031"> <thead> <tr> <th data-bbox="459 741 746 813">EVALUATION ASPECT</th> <th data-bbox="746 741 1385 813">MINIMUM REQUIREMENTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 813 746 884">CIDB</td> <td data-bbox="746 813 1385 884">4EP or 3EPPE or Higher</td> </tr> <tr> <td data-bbox="459 884 746 1267"> Infrastructure and resources available – Plant and Equipment (owned or leased) </td> <td data-bbox="746 884 1385 1267"> One each of the following: <ul style="list-style-type: none"> • Two (02) Light Delivery Vehicles (LDV) / (Bakkies) • One (01) Crane Truck • Two (02) hydraulic lifting platforms (cherry pickers) • One (01) Cable fault location equipment (Surge generators) must have a minimum output of 5 kV (varia to adjust voltage from 0 kV to voltage required) with no less than 1000 Joules. </td> </tr> <tr> <td data-bbox="459 1267 746 1760">Staffing profile</td> <td data-bbox="746 1267 1385 1760"> Professional Electrical Engineer/Certificated Engineer or Electrical Technologist (x1) <ul style="list-style-type: none"> • Must be registered with Engineering Council of South Africa (ECSA) Electricians (x2) <ul style="list-style-type: none"> • With a valid Electrical Trade Test Certificate issued by the Department Employment and Labour or the Department of Higher Education or equivalent accredited institution. • 1 year experience in Electrical or Streetlight Network Maintenance. </td> </tr> <tr> <td data-bbox="459 1760 746 1854">Financial Ability (Ability to Deliver)</td> <td data-bbox="746 1760 1385 1854">R200 000</td> </tr> <tr> <td data-bbox="459 1854 746 2031">Relevant previous Company Experience – Completed Project</td> <td data-bbox="746 1854 1385 2031">Bidder listed two (02) signed reference letters or Completion Certificates where bidder has successfully performed maintenance work specifically related to the repair and maintenance of distribution or streetlight networks</td> </tr> </tbody> </table>	EVALUATION ASPECT	MINIMUM REQUIREMENTS	CIDB	4EP or 3EPPE or Higher	Infrastructure and resources available – Plant and Equipment (owned or leased)	One each of the following: <ul style="list-style-type: none"> • Two (02) Light Delivery Vehicles (LDV) / (Bakkies) • One (01) Crane Truck • Two (02) hydraulic lifting platforms (cherry pickers) • One (01) Cable fault location equipment (Surge generators) must have a minimum output of 5 kV (varia to adjust voltage from 0 kV to voltage required) with no less than 1000 Joules. 	Staffing profile	Professional Electrical Engineer/Certificated Engineer or Electrical Technologist (x1) <ul style="list-style-type: none"> • Must be registered with Engineering Council of South Africa (ECSA) Electricians (x2) <ul style="list-style-type: none"> • With a valid Electrical Trade Test Certificate issued by the Department Employment and Labour or the Department of Higher Education or equivalent accredited institution. • 1 year experience in Electrical or Streetlight Network Maintenance. 	Financial Ability (Ability to Deliver)	R200 000	Relevant previous Company Experience – Completed Project	Bidder listed two (02) signed reference letters or Completion Certificates where bidder has successfully performed maintenance work specifically related to the repair and maintenance of distribution or streetlight networks
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	<p data-bbox="507 241 1353 275">3. Funding Commitments from Development Finance Institutions (DFIs)</p> <p data-bbox="555 275 1369 342">A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, or any other registered DFI, indicating funding of at least R200 000</p> <p data-bbox="459 376 635 409">Staffing profile</p> <p data-bbox="459 450 1385 517">Professional Electrical Engineer/Certificated Engineer or Electrical Technologist (x1)</p> <ul data-bbox="507 562 954 595" style="list-style-type: none"> • Copy of ECSA registration certificate <p data-bbox="459 629 651 663">Electricians (x2)</p> <ul data-bbox="507 707 1345 875" style="list-style-type: none"> • Copy of a valid Electrical Trade Test Certificate issued by the Department Employment and Labour or the Department of Higher Education or equivalent accredited institution. • CV demonstrating a minimum of 1 years' experience in Electrical or Streetlight Network Maintenance. <p data-bbox="459 909 608 943">Please Note:</p> <ul data-bbox="459 943 1390 1211" style="list-style-type: none"> - Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid. - All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid. - All professional Registrations must be in good standing during the period of tender evaluation. - The City of Ekurhuleni reserves the right to verify the submitted documents. <p data-bbox="459 1245 1161 1279">Relevant previous Company Experience – Completed Project</p> <ul data-bbox="507 1323 1382 1559" style="list-style-type: none"> • Two (02) Signed reference letters or Completion Certificates on the Bidder's Client Letter Head (<u>The Signed reference letters or Completion Certificates must be from the client which the bidder provided the services to</u>) with Contactable References from the bidder's previous client confirming relevant experience where has successfully performed maintenance work specifically related to the Repair and Maintenance of Distribution or Streetlight Networks. <p data-bbox="459 1603 719 1637">Company Registration</p> <ul data-bbox="507 1659 1402 1839" style="list-style-type: none"> • Proof of registration with the Department of Labour. (Department of Labour Occupational Health and Safety act 1993 Electrical Installation Regulations Paragraph 6 (1) No person may do electrical installation work as an electrical contractor unless that person has been registered as an electrical contractor in terms of these regulations.) <p data-bbox="459 1861 1238 1928">NB! Failure to submit the above-mentioned documents will result in disqualification.</p>

Clause number	Data																	
	<p>SPECIFIC GOAL REQUIREMENT</p> <p>Points awarded for Specific Goal/s</p> <p>In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:</p> <table border="1" data-bbox="475 566 1369 2002"> <thead> <tr> <th data-bbox="475 566 794 645">SPECIFIC GOAL REQUIREMENT</th> <th data-bbox="794 566 1166 645">EVIDENCE REQUIRED</th> <th data-bbox="1166 566 1369 645">POINTS ALLOCATED</th> </tr> </thead> <tbody> <tr> <td data-bbox="475 645 794 813">EME</td> <td data-bbox="794 645 1166 813">Original Sworn Affidavit/Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate</td> <td data-bbox="1166 645 1369 813">3</td> </tr> <tr> <td data-bbox="475 813 794 1048">Enterprise situated within the Ekurhuleni demarcation.</td> <td data-bbox="794 813 1166 1048">Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months</td> <td data-bbox="1166 813 1369 1048">4</td> </tr> <tr> <td data-bbox="475 1048 794 1384">Local production and content.</td> <td data-bbox="794 1048 1166 1384">Confirmation letter from the manufacturer - must stipulate local content minimum threshold Exemption letter issued by DTI (in cases where the bidder does not satisfy the minimum thresholds,) (If applicable)</td> <td data-bbox="1166 1048 1369 1384">1</td> </tr> <tr> <td data-bbox="475 1384 794 2002" rowspan="3">An enterprise which is at least 50% owned by Historically Disadvantaged Individuals</td> <td data-bbox="794 1384 1166 1462">Identity document (certified not older than 6 months)</td> <td data-bbox="1166 1384 1369 2002" rowspan="3">2</td> </tr> <tr> <td data-bbox="794 1462 1166 1619">Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC</td> </tr> <tr> <td data-bbox="794 1619 1166 2002">For persons living with disabilities (if applicable) Original/Certified Medical Certificate (certified not older than 6 months) with the following information: a) Name of practitioner, b) Practitioner number,</td> </tr> </tbody> </table>	SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED	EME	Original Sworn Affidavit /Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	3	Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	4	Local production and content.	Confirmation letter from the manufacturer - must stipulate local content minimum threshold Exemption letter issued by DTI (in cases where the bidder does not satisfy the minimum thresholds,) (If applicable)	1	An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document (certified not older than 6 months)	2	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	For persons living with disabilities (if applicable) Original/Certified Medical Certificate (certified not older than 6 months) with the following information: a) Name of practitioner, b) Practitioner number,
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Clause number	Data	
		<p>c) Doctor's contact details,</p> <p>d) Details of the condition,</p> <p>e) Date,</p> <p>f) Signature,</p> <p>g) Stamp and</p> <p>h) Patient's name.</p>
	TOTAL SPECIFIC GOAL POINTS	
	10	
	<p>NB: if bidders do not complete information or submit evidence required for the above table they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.</p>	
<p>F.3.13.1 ACCEPTANCE OF BID OFFER</p>	<p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.</p>	
<p>F.3.18 PROVIDE COPIES OF THE CONTRACTS</p>	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>	
<p>ADDITIONAL CONDITIONS APPLICABLE TO THIS BID</p>	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1 The Employer/Engineer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and/or auditors to execute any financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3 It is the intention of CoE to appoint more than one bidder up to a maximum of 18 bidders. A bidder will be awarded a maximum of 01 Customer Care Centre (CCC). In cases where it is not possible to award a maximum of 18 bidders per Customer Care Centre (CCC) (due to the number of acceptable bidders), then one bidder/s may be awarded more than one Customer Care Centre (CCC), and preference will be given to the highest scoring bidder/s. 4 The bid document shall be submitted as a whole and shall not be taken apart. 5 List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the COE to complete PART T2 on behalf of the bidder) <p>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</p>	

Annex F
(normative)

Standard Conditions of Tender

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

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 fulfill 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 measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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, the government Tender Bulletin, eTender Publication Portal and other 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.

F.2.2.2 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), referencing 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 specific goal/s 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 for specific goal/s. 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 ratified.

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 Arithmetical 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 rate shall govern and the line item total 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 specific goal/s
- 3) Add the points scored for price and specific goal/s.

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 R50 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 2 000 and up to Rand value of R 50 million (all applicable taxes included):

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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.

- (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 specific goal/s in accordance with the table below:
- (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 specific goal/s contemplated in 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. (See Specific Goals under Specification)

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above 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 R50 million (all applicable taxes included):

90/10

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

Where

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 a tender for attaining the specific goal/s in accordance with the table below:
- (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 specific goal/s 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. (See Specific Goals under Specification)

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:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for price.

W_1 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 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable tender offer. P is the comparative offer of 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:

$$N_Q = W_2 \times S_o / M_s$$

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

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

W_2 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 restriction, or has principals who are under restriction preventing participation 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.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

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EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Infrastructure and resources available – Plant and Equipment (owned or leased)	One each of the following: <ul style="list-style-type: none">• Two (02) Light Delivery Vehicles (LDV) / (Bakkies)• One (01) Crane Truck• Two (02) hydraulic lifting platforms (cherry pickers)• One (01) Cable fault location equipment (Surge generators) must have a minimum output of 5 kV (varia to adjust voltage from 0 kV to voltage required) with no less than 1000 Joules.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Infrastructure and resources available – Plant and Equipment (owned or leased)

- **Proof of ownership or lease agreement letter of intent to lease signed by the lessor for one each of the following:**
- **Proof of ownership of lessor's vehicles must be submitted**
- **The lease agreement or letter of intent must explicitly list the required Infrastructure and resources available, for one each of the following:**
- **Calibration certificate for Cable fault location equipment**
 - **Two (02)** Light Delivery Vehicles (LDV) / (Bakkies)
 - **One (01)** Crane Truck
 - **Two (02)** hydraulic lifting platforms (cherry pickers)
 - **One (01)** Cable fault location equipment (Surge generators) must have a minimum output of 5 kV (varia to adjust voltage from 0 kV to voltage required) with no less than 1000 Joules.
With Calibration certificate not older than 12 months for cable fault location equipment

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FORM 2.1.1 SCHEDULE OF CONSTRUCTIONAL PLANT

The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

Infrastructure and resources available – Plant and Equipment (owned or leased)

DESCRIPTION, SIZE, CAPACITY	NUMBER
Light Delivery Vehicles (LDV) / (Bakkies)	
Crane Truck	
hydraulic lifting platforms (cherry pickers)	
Cable fault location equipment (Surge generators) must have a minimum output of 5 kV (varia to adjust voltage from 0 kV to voltage required) with no less than 1000 Joules	

FORM 2.1.2 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

APPLICABLE FOR BIDS BELOW R 10 000 000 (including Vat)

What was your turnover in the previous financial year? R

.....

What is the estimated turnover for your current financial year? R

.....

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following.

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

FORM 2.1.3 STAFFING PROFILE

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Staffing profile	<p>Professional Electrical Engineer/Certificated Engineer or Electrical Technologist (x1)</p> <ul style="list-style-type: none">• Must be registered with Engineering Council of South Africa (ECSA) <p>Electricians (x2)</p> <ul style="list-style-type: none">• With a valid Electrical Trade Test Certificate issued by the Department Employment and Labour or the Department of Higher Education or equivalent accredited institution.• 1 year experience in Electrical or Streetlight Network Maintenance.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FORM 2.1.4 PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel, whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME & SURNAME	NATIONALITY:	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	PRESENT OCCUPATION
Professional Electrical Engineer/Certificated Engineer or Electrical Technologist						
Electrician						
Electrician						

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Professional Electrical Engineer/Certificated Engineer or Electrical Technologist (x1)

- Copy of ECSA registration certificate

Electricians (x2)

- Copy of a valid Electrical Trade Test Certificate issued by the Department Employment and Labour or the Department of Higher Education or equivalent accredited institution.

DESIGNATION	NAME & SURNAME	NATIONALITY:	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	PRESENT OCCUPATION
<ul style="list-style-type: none"> CV demonstrating a minimum of 1 years' experience in Electrical or Streetlight Network Maintenance. <p>Please Note:</p> <ul style="list-style-type: none"> - Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid. - All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid. - All professional Registrations must be in good standing during the period of tender evaluation. - The City of Ekurhuleni reserves the right to verify the submitted documents. <p>NB! Failure to submit the above-mentioned documents will result in disqualification.</p>						

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Relevant previous Company Experience – Completed Project	Bidder listed two (02) signed reference letters or Completion Certificates where bidder has successfully performed maintenance work specifically related to the repair and maintenance of distribution or streetlight networks
Company Registration	Proof of registration with the Department of Labour. (Department of Labour Occupational Health and Safety act 1993 Electrical Installation Regulations Paragraph 6 (1) No person may do electrical installation work as an electrical contractor unless that person has been registered as an electrical contractor in terms of these regulations.)

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Relevant previous Company Experience – Completed Project

- Two (02) Signed reference letters or Completion Certificates on the **Bidder's Client Letter Head** (The Signed reference letters or Completion Certificates must be from the client which the bidder provided the services to with Contactable References from the bidder's previous client confirming relevant experience where has successfully performed maintenance **work specifically related to the Repair and Maintenance of Distribution Or Streetlight Networks.**

Company Registration

- Proof of registration with the Department of Labour.
(Department of Labour Occupational Health and Safety act 1993 Electrical Installation Regulations Paragraph 6 (1) No person may do electrical installation work as an electrical contractor unless that person has been registered as an electrical contractor in terms of these regulations.)

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

Give at least two (2) names and telephone numbers and e-mail address per reference.

Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date.	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		
					Email:		
					Email:		

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Financial Ability (Ability to Deliver)	R200 000

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Financial Ability (Ability to Deliver)

1. Proof of Access to Credit or Financing

A letter/statement from a registered financial institution confirming that the bidder has access to credit or financing of at least **R200 000**, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**
- Confirmation of available cash reserves.

OR

2. Bank Statement(s)

- A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least **R200 000**

OR

3. Funding Commitments from Development Finance Institutions (DFIs)

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, **or any other registered DFI**, indicating funding of at least **R200 000**

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**Financial ability to execute the project.**

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing or**
- **Bank Statement(s) or**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Indicate with a **tick** next to the relevant block on the below table, the type of proof submitted for financial ability

	<u>Tick (x)</u>
Proof of Access to Credit or Financing	
Bank Statement(s)	
Funding Commitments from Development Finance Institutions (DFIs)	

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FINANCIAL ABILITY CONSENT FORM

By signing this form, you hereby grant consent to authorize the City of Ekurhuleni to verify all documents submitted for the purposes of evaluating financial ability for **Contract Number [A-EE 10-2026]**, with **Description [THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029]**.

I, NAME OF BIDDING ENTITY / ACCOUNT HOLDER

[.....], hereby confirm that the information provided is true and correct.

I authorize the **financial institution and/or registered credit provider**, namely **[Bank / Financial Institution / Credit Provider Name]**

[.....], to verify and confirm the information as may be requested by the City of Ekurhuleni for bid evaluation purposes.

I acknowledge and understand that:

- This consent shall remain valid until revoked in writing.
- All information will be processed and handled in compliance with the Protection of Personal Information Act (POPIA) and all other applicable banking and credit legislation.
- This authorization is strictly limited to the verification of the following information:

• Account number:

• Bank Balance / Credit Facility as at:

• Eligible Funds / Approved Credit Amount:

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

NB: Failure to complete the above requirements will result in disqualification.

NAME OF BIDDING ENTITY

FORM 2.1.7 JOINT VENTURE/CONSORTIUM AUTHORITY

JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029** and of jointly performing such contract under joint responsibility.

The share of the partners in the Joint Venture/ Consortium shall be :

Full Name and address of Lead enterprise

..... %
.....

Full Name and address of 2nd enterprise

..... %
.....

Full Name and address of 3rd enterprise

..... %
.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COE, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COE or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures.

A tenderer awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	As a % of contract	Name of sub-contractor
Total % of contract sub-contracted		

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

FORM 2.1.10 **DETAILS OF ALTERNATIVE BIDS SUBMITTED**

See condition of bid.

DESCRIPTION

FORM 2.1.11 **AMENDMENTS AND QUALIFICATIONS BY BIDDER**

See condition of bid

PAGE	DESCRIPTION

**FORM 2.1.12 LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER
RESULTING IN DEVIATIONS FROM SPECIFIED WORK**

ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK

CITY OF EKURHULENI

DEPARTMENT NAME: **ENERGY**

CONTRACT NO: **A-EE 10-2026**

FOR

THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

	<u>PAGE(S)</u>
FORM 2.2.1 TAX COMPLIANCE	
FORM 2.2.2 GENERAL DECLARATION	
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FORM 2.2.9 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS.....	

FORM 2.2.1 TAX COMPLIANCE

TCS PIN NUMBER OBTAINED FROM SARS TO BE INDICATED ON BID DOCUMENTS.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.2.2 GENERAL DECLARATION:

I/We, the undersigned:

- (a) *bid to supply and deliver to the CITY OF EKURHULENI [hereafter "COE"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) *agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) *further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;*
- (d) *confirm that this bid may only be accepted by the COE by way of a duly authorised Letter of Acceptance;*
- (e) *declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) *declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the COE and the undersigned;*
- (g) *certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;*
- (h) *acknowledge that the information furnished is true and correct;*
- (i) *accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the COE that the claims are correct. If the claims are found to be inflated, the COE may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the COE as a result of the award of the contract and/or cancel the contract and claim any damages which the COE may suffer by having to make less favourable arrangements after such cancellation;*
declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) *declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.*
- (l) *declare that the signatory to the bid document is duly authorised; and*
- (m) *agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the COE.*
- (n) *declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and a Qualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit/ Certified copy of the sworn affidavit or a certified copy thereof or a certificate from the Companies and Intellectual Property Commission (CIPC) confirming their annual total revenue is true and correct)*
- (o) *declare that the following responses to be true and correct:*

Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

YES	NO

If YES the following information must be supplied:

a. The name(s) of the other Bidder(s) involved

.....

.....

2. The full details of the Bidder(s) participation

.....

.....

(p) declare that all of the information furnished is true and correct

Signed at.....this.....day of.....
20.....

Name of Authorised Person:

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: _____

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.2.3 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 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 relationship to the person/s in the service of the state.

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 Owner of the Bidding Entity:

3.2 Identity Number if applicable:

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:

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) an executive 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 or business entity, exercises control and is actively involved in its management.

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?
(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

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

3.9 Have you been in the service of the state in the past twelve months?
(Tick applicable box)

YES	NO

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (close family member, partner or associate) with persons in the service of the state who may be involved in the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you aware of any relationship (close family member, partner or associate) between any other bidder and any persons in the service of the state who may be involved in the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, shareholders or stakeholders in service of the state?
(Tick applicable box)

YES	NO

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, shareholders or stakeholders in service of the state?
(Tick applicable box)

YES	NO

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, shareholders, or stakeholders of this company

have any interest in any other company or business entity whether or not the latter is bidding for this contract.

YES	NO

(Tick applicable box)

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.2.4 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 as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item	Question	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	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 THE CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.2.5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

MUST BE COMPLETED FOR THIS BID

BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1.1 Are you by law required to prepare annual financial Statements?

YES	NO

(Tick applicable box)

If yes:

- 1.1.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- 1.1.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984 , prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted,(unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- 1.1.3 If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1.1.1) and (1.1.2) above for each of its financial years since commencing business.
- 1.1.4 If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.

1.2 If your answer to 1.1 above is YES then, did you only commence business within the past three years?

YES	NO

(Tick applicable box)

1.2.1 If yes, the bidder is required to submit annual financial statements in compliance with the provisions of 1.1.1 and 1.1.2 above for each of its financial years since commencing business.

1.3 If your answers to 1.1 above is NO, un-audited financial statements must be submitted with your bid for the periods specified in 1.1.1, 1.1.2 or 1.2.1 above, as the case may be.

.....

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

YES	NO

(Tick applicable box)

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

2.2 *If yes, provide particulars.*

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

3. *Has any contract been awarded to you by an organ of state during the past five years, in relation to which there was any material non-compliance or dispute concerning the execution of such contract?*

YES	NO

(Tick applicable box)

3.1 *If yes, furnish particulars.*

.....
.....

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

YES	NO

(Tick applicable box)

4.1 *If yes, furnish particulars*

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.2.6 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form “2.2.6“ 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 Form “2.2.6“ 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 (Form “2.2.6“) 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.**

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.

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

FOR EVALUATION PURPOSE (MUST BE COMPLETED

NAME OF BIDDING ENTITY

FORM 2.2.7: DECLARATION FOR MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the MFMA Supply Chain Management Regulations, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- (i). I, the undersigned, hereby declare that the signatory to this tender documents duly authorised and further declare:
- (ii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **the bidder** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **any of the directors/members** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iv). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the COE may take such remedial action as is required, including the rejection of the bid and/or termination of the contract (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Bidding entities who operate from informal settlements		
Bidding entities who operate from a property owned by a director / member / partner		
Bidding entities who operate from somebody else's property		
Bidding entities who rent premises from a landlord		
Other (Please specify)		

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.2.8: DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(d)(ii) of the Supply Chain Management Regulations, to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

- (i). I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:
- (ii). That at the closing date of the bid, the **bidder** had 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). That at the closing date of the bid, any of **the directors/members** had 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.
- (iv). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the COE may take such remedial action as is required (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Bidding entities who operate from informal settlements		
Bidding entities who operate from a property owned by a director / member / partner		
Bidding entities who operate from somebody else's property		
Bidding entities who rent premises from a landlord		
Other (Please specify)		

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.2.9 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and specific goal/s.
- 1.2. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.3. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.4. A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

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

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold.</u>
1. UPVC, asbestos cement or steel sleeves cast in concrete	100%
2. Steel Sleeves	100%
3. Cable clamps, communication and electricity cables	90%
4. Tar	100%
5. Steel Streetlight poles	100%
6. LED Luminaire	60%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PLEASE NOTE:

ANNEXURE C TO BE COMPLETED FOR SCORING POINTS FOR SPECIFIC GOALS

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) **Tender No. A-EE 10-2026**

(C2) **Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

(C3) **Designated product(s)**

(C4) **Tender Authority:**

(C5) **Tendering Entity name:**

(C6) **Tender Exchange Rate:** Pula EU GBP USD

(C7) **Specified local content %**

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
1.3.1	Concrete								10 000			
3.1	UPVC-and similar sleeves								1 700			
3.2	Asbestos cement sleeves								1 700			
3.3	Steel sleeves								1 700			
3.4	UPVC, asbestos cement or steel								1 500			

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) **Tender No. A-EE 10-2026**
 (C2) **Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

(C3) **Designated product(s)**

(C4) **Tender Authority:**

(C5) **Tendering Entity name:**

(C6) **Tender Exchange Rate:**

Pula EU GBP USD

(C7) **Specified local content %**

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
	sleeves cast in concrete											
4.2	Mounting of racks/cable clamps and installation of cables/aerial bundle conductor								5 000			
5.1	Paving/tiles/stones/bricks								15 000			
5.2	Channel covering tiles								8 500			
5.3	Concrete								8 500			

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) **Tender No. A-EE 10-2026**
 (C2) **Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**
 (C3) **Designated product(s)**
 (C4) **Tender Authority:**
 (C5) **Tendering Entity name:**
 (C6) **Tender Exchange Rate:** Pula EU GBP USD
 (C7) **Specified local content %**

Calculation of local content	Tender summary
------------------------------	----------------

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
5.4	Tarred pavement								8 000			
5.5	In- print concrete paving								2 000			
7.1	Supply and pouring of Ready Mix Concrete 30MPa including casing								8000			
7.2	Supply and install 20 MPa concrete cable slabs (600 mm x 300 mm x 50 mm)								200			

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

Tender No. A-EE 10-2026
Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

Designated product(s)

Tender Authority:

Tendering Entity name:

Tender Exchange Rate:

Pula EU GBP USD

Specified local content %

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
9.1	Pre mixed concrete with cement: Ratio 3:3:1								1 500			
9.2	Tar								1 200			
9.3	Paving/Tiles/Stones/Bricks								1 500			
9.4	In-print concrete paving								1 000			
1.1.1	6 - 16 mm ² (Cu/Al) two, three or four core,								300 000			

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No. A-EE 10-2026	Note: VAT to be excluded from all calculations
(C2)	Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029	
(C3)	Designated product(s)	
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/> GBP <input type="text"/> USD <input checked="" type="checkbox"/>
(C7)	Specified local content %	

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	PVC Cable (600/1000 Volt)										
1.1.2	25 - 95 mm ² (Cu/Al) two, three or four core, PVC Cable (600/1000 Volt)							300 000			
2.1	6 - 16 mm ² (Cu/Al) two, three or four core, PVC Cable (600/1000 Volt)							15 000			
2.2	25 - 95 mm ² (Cu/Al) two, three or four core, PVC Cable (600/1000 Volt)							10 000			

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No. A-EE 10-2026	Note: VAT to be excluded from all calculations
(C2)	Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029	
(C3)	Designated product(s)	
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/> GBP <input type="text"/> USD <input checked="" type="checkbox"/>
(C7)	Specified local content %	

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
3.1	6 - 16 mm ² (Cu/Al) two, three or four core, PVC Cable (600/1000 Volt)							15 000			
3.2	25 - 95 mm ² (Cu/Al) two, three or four core, PVC Cable (600/1000 Volt)							15 000			
2.2	Remove existing damaged and install a new Steel Street light Pole 4,5m – 8,6 m							10 000			
2.3	Remove existing damaged and install a							10 000			

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) **Tender No. A-EE 10-2026**

(C2) **Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

(C3) **Designated product(s)**

(C4) **Tender Authority:**

(C5) **Tendering Entity name:**

(C6) **Tender Exchange Rate:** Pula EU GBP USD

(C7) **Specified local content %**

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
	new Steel Street light Pole 8,7m – 13,4m											
2.4	Remove existing damaged and install a new Steel Street light Pole 13,5m – 17m								10 000			
2.5	Remove existing damaged and install a new Concrete Pole 4,5m – 7,5m								10 000			
2.6	Remove existing damaged and install a new Concrete Pole 8m – 11m								10 000			

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) **Tender No. A-EE 10-2026**
 (C2) **Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**
 (C3) **Designated product(s)**
 (C4) **Tender Authority:**
 (C5) **Tendering Entity name:**
 (C6) **Tender Exchange Rate:** Pula EU GBP USD
 (C7) **Specified local content %**

Calculation of local content	Tender summary
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Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
2.7	Remove existing damaged pole and install a new GRP Pole 1,5m – 11,5m								10 000			
2.14	Re-installation of 25 – 95 mm ² aerial bundle conductor and connection of street light luminaires								3 000			
2.15	Re-installation of bare overhead conductors								3 000			
2.16	Installation of new 25 – 95 mm ² aerial								3 000			

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) **Tender No. A-EE 10-2026**
 (C2) **Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

(C3) **Designated product(s)**

(C4) **Tender Authority:**

(C5) **Tendering Entity name:**

(C6) **Tender Exchange Rate:**

Pula EU GBP USD

(C7) **Specified local content %**

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
	bundle conductor and connection of street light luminaires (including strain & suspension clamps)											
2.17	Installation of complete stay wire								2 000			
2.18	Installation of complete stay wire with stay insulator								2 000			
3.1	Install new 70 W – 400 W HPS luminaire / equivalent LED								30 000			

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) **Tender No. A-EE 10-2026**
 (C2) **Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

(C3) **Designated product(s)**

(C4) **Tender Authority:**

(C5) **Tendering Entity name:**

(C6) **Tender Exchange Rate:**

Pula EU GBP USD

(C7) **Specified local content %**

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
3.2	Install new 70W, HPS / 125 W, MV Post-top luminaire / equivalent LED								30 000			
3.3	Remove existing and install new 70 W – 400 W HPS luminaire / equivalent LED								30 000			
3.4	Remove existing and install new 70W, HPS / 125 W, MV Post-top luminaire / equivalent LED								20 000			

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) **Tender No. A-EE 10-2026**
 (C2) **Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**
 (C3) **Designated product(s)**
 (C4) **Tender Authority:**
 (C5) **Tendering Entity name:**
 (C6) **Tender Exchange Rate:** Pula EU GBP USD
 (C7) **Specified local content %**

Calculation of local content	Tender summary
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Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
3.5	Straightening of luminaire 70W – 400W HPS / equivalent LED								20 000			
									(C20) Total tender value			
										(C21) Total Exempt imported content		
										(C22) Total Tender value net of exempt imported content		

Signature of tenderer from Annex B

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) **Tender No. A-EE 10-2026**

(C2) **Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

(C3) **Designated product(s)**

(C4) **Tender Authority:**

(C5) **Tendering Entity name:**

(C6) **Tender Exchange Rate:** Pula EU GBP USD

(C7) **Specified local content %**

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
Date: _____											(C23) Total Imported content	
											(C24) Total local content	
											(C25) Average local content % of tender	

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS ANNEXURE C IS CORRECT.

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: Pula _____

Note: VAT to be excluded from all calculations

EU R 9,00 GBP R 12,00

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

This total must correspond with Annex C - C 21

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

This total must correspond with Annex C - C 21

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					R 0	

This total must correspond with Annex C - C 21

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date: _____

This total must correspond with Annex C - C 23

Annex E

**ESSENTIAL RETURNABLE DOCUMENT:
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED**

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

CITY OF EKURHULENI

DEPARTMENT NAME: **ENERGY**

CONTRACT NO: **A-EE 10-2026**

FOR

THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

CONTENTS

	<u>PAGE(S)</u>
FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003.....	
FORM 2.3.2 RECORD OF ADDENDA TO BID DOCUMENTS	
FORM 2.3.3 ADJUDICATION OF BIDS.....	
FORM 2.3.4 GENERAL INFORMATION.....	

FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS,2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely.

1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

4 Provide details of proposed training (if any) that will be undergone:

.....

5 Potential key risks identified and measures for addressing risks:

.....

6 I have fully included in my bidded rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS BID:

1 ID NO:

2 ID NO:

FORM 2.3.2 RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Procuring Department 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		Confirmatory notes of site/clarification meeting
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....
Signature of Authorized person:

.....
Date:

Name:

Position:

FORM 2.3.3 ADJUDICATION OF BIDS

PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of COE Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and Minimum requirement

Bids will be adjudicated in terms of inter alia:

- **Compliance with bid conditions**
- **Technical specifications**

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. **See page 2 to 4 for examples.**

2. Infrastructure and resources available – Plant and Equipment (owned or leased)

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- **Physical facilities**
- **Plant and equipment available for the contract owned by the bidder**
- **Plant and equipment the bidder intends lease, should the contract be awarded to him.**

3. Size of enterprise

Evaluation of the bid's position in terms of:

- **Previous and expected current annual turnover**

4. Staffing profile

Evaluation of the bid's position in terms of:

- **Staff available for this contract being bided for**
- **Qualifications and experience of key staff to be utilised on this contract.**

5. Previous experience

Evaluation of the bid's position in terms of his previous experience. Emphasis will be placed on the following:

- **Experience in the relevant technical field**
- **Experience of contracts of similar size**
- **Some or all of the references will be contacted to obtain their input.**

6. Financial ability to execute the contract

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing**
- **Bank Statement(s)**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Bidders must demonstrate adequate financial capacity to execute the contract. As proof of financial ability, bidders may submit **ONE (1)** of the following, issued by a registered financial institution, including but not limited to commercial banks, development finance institutions (DFIs), cooperative banks, or registered credit providers. **Bidders must demonstrate access to a minimum financial capacity**

Registered financial institutions include, but are not limited to, South African commercial banks (e.g., Standard Bank, ABSA, FNB, Nedbank, Capitec), development finance institutions (e.g., IDC, SEFA, NEF, DBSA, Land Bank), cooperative banks registered with the Co-operative Banks Development Agency (CBDA), and duly registered credit providers under the National Credit Act. Bidders may submit proof from any legally registered financial institution of their choice.

The City of Ekurhuleni may, prior to award, request updated financial information and re-verify the bidder's financial ability to confirm access to the required funds

7. Central Supplier Database (CSD)

In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasuries have developed municipalities and municipal entities Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

NB:

If the bid does not meet the requirements contained in the COE Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. Adjudication using a Points System

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and specific goal/s. Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

For bids with a bid amount equal to or above R2 000 and up to a Rand value of R 50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points. For bids with a bid amount above R 50 million (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for specific goal/s points.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and specific goal/s calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds to justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

9. PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINATION OF PRICE APPLICATION

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

10. Evaluation on Functionality

10.1 Evaluation on Functionality shall be in accordance with the CoE Supply Chain Management Policy as follows:

When functionality will be evaluated the following shall be clearly specified in the invitation to quote/bid:

- Evaluation criteria for measuring functionality
- Weight of each criterion
- Applicable values
- Minimum qualifying score for functionality.
- Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.
- Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.

10.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

11. Remedies

The City Manager must act in terms of Regulation 9 of the Preferential Procurement Policy Regulations, 2022, in circumstances contemplated in Regulation 9 (1) which is outlined below;

- (9)(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal/s, it must—
- (a) inform the tenderer; accordingly, and
 - (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.
- (2) After considering the representations referred to in subregulation (1) (b), the organ of state may, if it concludes that such information is false—
- (a) disqualify the tenderer or terminate the contract in whole or in part; and
 - (b) if applicable, claim damages from the tenderer.

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value equal to or above R2 000 and up to R50 million (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).
 - an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system;
 - or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.
- 1.2 The value of this bid is estimated to exceed R50 million (all applicable taxes included) and therefore the (90/10) system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific goal/s.
- 1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	(90).
1.3.1.2 SPECIFIC GOAL/S	(10).
Total points for Price and Specific Goal/s must not exceed	100

- 1.4 Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.
- 1.5 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

- 2.1. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. **“specific goals”** means specific goals as contemplated in section 2(1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;
- 2.4. **“Historically Disadvantaged Individual (HDI)”** means any person, category of persons or community, disadvantaged by unfair discrimination before the Constitution of the Republic of South

Africa, 1993 (Act No. 200 of 1993) came into operation. **(Please Note: Historically Disadvantaged Individuals includes women and persons with disabilities)**

- 2.5. **“Youth”** means an individual between the ages of 18 and 35.
- 2.6. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.7. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.9. **“consortium or joint venture”** 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;
- 2.10. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.13. **“non-firm prices”** means all prices other than “firm” prices;
- 2.14. **“person”** includes a juristic person;
- 2.15. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.18. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.20. **“Share Certificate”** a physical, written document signed by the Directors of a Company, and serves as legal proof of each Director’s shareholding / ownership in the Company.
- 2.21. **Annual turnover: EME** (0 – R 10 000 000), **QSE** (R 10 000 000 – R 50 000 000) and **Generic** (> R 50 000 000) **NB: Indicate which Financial Year was used to determine annual turnover/assess the BBBEE certificate or Sworn Affidavit**

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points may be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific goal/s.

- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific goal/s, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

4.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR TENDERS FOR INCOME-GENERATING CONTRACTS

$$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where:

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\max} = Comparative price of highest acceptable tender.

5. Points awarded for Specific Goal/s

- 5.1 In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
EME	Original Sworn Affidavit /Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	3

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	4
Local production and content.	Confirmation letter from the manufacturer - must stipulate local content minimum threshold Exemption letter issued by DTI (in cases where the bidder does not satisfy the minimum thresholds,) (If applicable)	1
An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document (certified not older than 6 months) Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC For persons living with disabilities (if applicable) Original/Certified Medical Certificate (certified not older than 6 months) with the following information: a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name.	2
TOTAL SPECIFIC GOAL POINTS		10

NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

- 5.2 In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.
- 5.3 A trust, consortium or joint venture will qualify for points for the specific goals selected as a legal entity, provided that the entity meets the specific goals requirement..
- 5.4 A trust, consortium or joint venture, will qualify for points 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.(if applicable)
- 5.5 Tertiary institutions and public entities will be required to submit their proof of specific goal/s claimed.

5.6 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

6. BID DECLARATION

6.1 Bidders who claim points in respect of specific goal/s must complete the following:

SPECIFIC GOAL	EVIDENCE	POINTS CLAIMED
1.		
2.		
3.		
4.		

7. SPECIFIC GOAL/S CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 **SPECIFIC GOAL/S:** = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of submitted proof as indicated above)

8 DECLARATION WITH REGARD TO BIDDING ENTITY

- 8.1 Name of bidding entity;
- 8.2 VAT registration number:
- 8.3 Registration number of bidding entity:
- 8.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Company
- Trust
- Other (specify)

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 CLASSIFICATION

[TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

8.7 MUNICIPAL INFORMATION

Municipality where business is situated

Consumer Account Number

Stand Number

8.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration_____;

Date that commenced business, if different to date of registration_____.

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the Specific goal/s indicated in paragraph 7 of the foregoing certificate, qualifies the bidder 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) Upon detecting that a tenderer submitted false information regarding its Specific Goal/s, local production and content, or any other matter required, which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the purchaser must-

(a) inform the tenderer accordingly;

(b) give the tenderer an opportunity to make representations within 14 days as to why-

(i) the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part;

(ii) if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and

(iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and

(c) if it concludes, after considering the representations referred to in subregulation(1)(b), that-

(i) such false information was submitted by the tenderer-

(aa) disqualify the tenderer or terminate the contract in whole or in part; and

(bb) if applicable, claim damages from the tenderer; or

(ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalise the tenderer up to 10 percent of the value of the contract.

(2)(a) the purchaser must-

(i) inform the National Treasury, in writing, of any actions taken in terms of subregulation (1);

(ii) provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and

(iii) submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.

(b) The National Treasury may request the purchaser to submit further information pertaining to subregulation (1) within a specified period.

(3) The National Treasury must-

(a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and

(b) maintain and publish on its official website a list of restricted suppliers.

WITNESSES:

1.

.....
.....

SIGNATURE(S) OF BIDDER(S)

2.

DATE:

ADDRESS:.....

.....

FORM 2.3.4 **GENERAL INFORMATION:**

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN NUMBER

HAS PROOF OF SPECIFIC GOAL/S CLAIMED BEEN SUBMITTED?

(Tick applicable box)

YES	NO

**ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?**

(Tick applicable box)

YES	NO

(IF YES ENCLOSE PROOF)

2. Legal or business entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	

Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

5. VAT registration number **(COMPULSORY)**:
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

6. Company, close corporation, or trust registration number **(COMPULSORY)**:
(In the case of a joint venture, provide for all joint venture members)

7. Construction Industry Development Board (CIDB) registration number (**COMPULSORY**)
(In the case of a joint venture, provide for all joint venture members)

8. Details of proprietor, partners, closed corporation members,, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).
9. For joint ventures/ consortiums the following must be attached:
- Written authority **of each JV / consortium partner**, for authorized signatory.
 - The joint venture/ consortium agreement.
10. For Trusts the following must be attached
- a. Certified copy of the trust deed;
 - b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
 - c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON :

DATE :

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS EQUITY OWNERSHIP IS CORRECT.

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S CITY OF EKURHULENI BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.

INSURANCE AND INDEMNIFICATION

Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall at its own cost and expense take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for, liabilities that may arise due to, theft, destruction, death or injury to any person and damage to property.

The Service Provider shall arrange insurance with registered insurers and will produce to COE written confirmation from its brokers/insurers as evidence of the existence of the policies on an annual basis within 30 (thirty) days after date of policy renewals.

The Service Provider shall for the duration of this Agreement be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Service Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.

Insurance cover will include relevant applicable insurance policies for risk associated with the scope of work such as Public Liability, Contractors All Risk, Professional Indemnity etc and such Insurance will be determined by CoE. Service Provider will present Certificates of Insurance to COE (Risk Management Department) prior to the commencement of the works, but not later than 14 days after having been informed of the acceptance of this bid.

Subject to clause above, if the Service Provider fails to effect adequate insurance under this clause it shall notify COE in writing as soon as it becomes aware of the reduction or inadequate cover. As in when required, the Risk Financing Division may validate the insurance confirmation.

In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify COE in writing of such termination and/or unavailability, where after either the Service Provider or/and COE may find a resolution regarding the insurance cover. The Service Provider shall within 30 days ensure placement of the applicable insurance cover in place and furnish the City with confirmation of cover.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

LIMITATION OF LIABILITY

Neither party exclude or limit liability to the other party for:

- a) Death or personal injury due to negligence; or
- b) Fraud

The Service Provider shall indemnify and keep CoE indemnified from and against liability for damage to any CoE property (whether tangible or intangible) or any other loss, costs or damage suffered by CoE to the extent that it results from any act of or omission by the service provider or its personnel in connection with this agreement.

In no event shall either party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other party as a result of third party claims.

Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury caused by its negligence, fraud or willful misconduct or any other liability which cannot lawfully be excluded or limited.

Each party shall, at its own cost, maintain adequate insurance to cover its liability for death or personal injury arising out of or in connection with this Agreement and shall provide proof thereof upon request.

Save as provided above, the aggregate liability of either party to the other party in terms of this Agreement whether as result or delict or negligence shall not exceed an amount of fees paid in 12 months preceding the claim.

FORCE MAJEURE

Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.

Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree to such modifications proposed by the other Party within 90 (ninety) days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

It's the responsibility of the Project Manager to ensure and monitor the insurance compliance with regarding to the following:

1. Active and validity of the Insurance Policy throughout the duration of the contract
2. Letter of Good Standing of the supplier

PLEASE REMEMBER:

- (1) IN ORDER TO OBTAIN SPECIFIC GOAL/S POINTS IN TERMS OF THE PROVISIONS OF REGULATIONS 4(2) OR 5(2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BIDDER MUST SUBMIT PROOF OF SPECIFIC GOAL/S CLAIMED.
- (2) TCS PIN NUMBER;
- (3) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE TCS PIN NUMBER OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;
- (4) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT
- (5) DOCUMENTS SUBMITTED MUST BE LEGIBLE
- (6) NO PHOTOCOPIES OF CERTIFIED COPIES WILL BE ALLOWED.

CITY OF EKURHULENI

DEPARTMENT NAME: **ENERGY**

CONTRACT NO: **A-EE 10-2026**

FOR

THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

CITY OF EKURHULENI

DEPARTMENT NAME: **ENERGY**

CONTRACT NO: **A-EE 10-2026**

FOR

THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C1.1 FORM OF OFFER AND ACCEPTANCE

**FORM OF OFFER AND ACCEPTANCE
(AGREEMENT)**

OFFER

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

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

rand (in words);

R _____ (in figures),

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

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.

FOR THE BIDDER:

Signature(s)

Name(s)

Capacity

_____	_____
_____	_____
_____	_____

(Name and address of organisation)

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 Contractor 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, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto 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 duly 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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

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.

FOR THE COE:

Signature(s)

Name(s)

Capacity

CITY OF EKURHULENI
(Name and address of organisation)

Name and signature of witness _____

Date _____

SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the bid documents issued by the Employer prior to 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 matter 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 _____

5 **Subject** _____
Details _____

6 **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 change 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.

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name and signature of witness

_____ Date _____

FOR THE COE:

Signature(s) _____

Name(s) _____

Capacity _____

CITY OF EKURHULENI
(Name and address of organisation)

Name and signature of witness

_____ Date _____

C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

The **The Short Form of Contract First Edition (1999)**, (the “**Green Book**”) published by the **Fédération Internationale des Ingénieurs-Conseils (FIDIC)** is applicable to this contract and it is incorporated herein by reference plus a full signed **Bid Document** will act as a full legal document. Provisions of the Local Government: **Municipal Finance Management Act 56 of 2003** (“the MFMA”) and a signed **Service Level Agreement** will form part of this Contract, in the event that there is a discrepancy between the **FIDIC Green Book** and the MFMA, provisions of the MFMA shall prevail.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are amendments to **The General Conditions of Contract for Construction Works (2015) Third Edition**, published by the **South African Institution of Civil Engineering** and are applicable to this Contract:

Item	Sub- Clause	Data
The employer		The Employer is the CITY OF EKURHULENI The Employer's address for receipt of communications is: Physical address: Postal address: CITY OF EKURHULENI Private Bag 1069 C/o Cross & Rose Streets GERMISTON GERMISTON 1400 1400
Documents forming the Contract listed in the order of priority	1.1.1	
(a) The Agreement		<u>C1.1 FORM OF OFFER AND ACCEPTANCE</u>
(b) The Particular Conditions		(When Particular Conditions appear in this Bid document)
(c) The General Conditions		FIDIC Short Form of Contract First Edition 1999 (the “Green Book”)
(d) The Project Specification		Included
(e) The Drawings		Included
(f) The Bill of Quantities		Included
Time for Completion	1.1.9	The Contractor shall attend to any complaint raised by CoE within 24 hours or the next business day of receiving the complaint, the Contractor shall pay a penalty of 15% of the Purchase Order or invoice amount for each day of delay, up to a maximum of 50% of the aforementioned amounts. The penalty shall be deducted from the next invoice issued by the Contractor or paid by the Contractor to CoE within 30 days of the date of the imposed penalty
Law of the Contract	1.4	The Law of the Republic of South Africa

Item	Sub-Clause	Data															
Language	1.5	The language of the contract for written communications shall be ENGLISH															
Authorised person	3.1	Head of Department Energy or his representative.															
Name and address of the Employer's representative	3.2	To be advised after award of contract															
Performance Security/Liability of guarantee:	4.4	<p>The liability of the Guarantee shall be in accordance with paragraph 21 (1)(f) of the COE's Supply Chain Management Policy, which reads as follows:</p> <p>(f) where surety is required it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943). Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible to deduct the amount from the first payment certificate, such concessions may be granted;</p> <p>Guarantees will be required as follows:</p> <table border="1"> <thead> <tr> <th>CATEGORY</th> <th>PROJECT VALUE</th> <th>GUARANTEE</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>< R500 000</td> <td>2,5%</td> </tr> <tr> <td>B</td> <td>R500 001 – R1 000 000</td> <td>5%</td> </tr> <tr> <td>C</td> <td>R1 000 001 – R2 000 000</td> <td>7,5%</td> </tr> <tr> <td>D</td> <td>>R2 000 000</td> <td>10%</td> </tr> </tbody> </table>	CATEGORY	PROJECT VALUE	GUARANTEE	A	< R500 000	2,5%	B	R500 001 – R1 000 000	5%	C	R1 000 001 – R2 000 000	7,5%	D	>R2 000 000	10%
CATEGORY	PROJECT VALUE	GUARANTEE															
A	< R500 000	2,5%															
B	R500 001 – R1 000 000	5%															
C	R1 000 001 – R2 000 000	7,5%															
D	>R2 000 000	10%															
Programme - Time for Submission - Form of Programme	7.2	Within 14 days of the Commencement Date															
		Simple bar chart in spreadsheet format															
Amount payable due to failure to complete	7.4	R500,00 per calendar day up to a maximum of 5% of the sum contract sum as stated in the Agreement															
Contract Price Adjustment		<p>CONTRACT PRICE INDEX (CPI) IS APPLICABLE</p> <ul style="list-style-type: none"> PERIOD ONE (01): BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID PERIOD TWO (02): BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD ONE (01). PERIOD THREE (03): BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD TWO (02). 															
Period for notifying defects	9.1 and 11.5	180 days calculated from the date stated in the notice under Sub-Clause 8.2															
Variation Procedure	10.2	<p>a) Payment will be calculated at the Bill rates for items that appeared in the original Bill, or, where this is not the case,</p> <p>b) Payment will be calculated at new rates determined as set out in the Pricing Instructions preceding the Bill, or</p>															

Item	Sub- Clause	Data
		c) Where the Employer has issued a written instruction that work is to be carried out at Daywork Rates, the payment will be calculated at such rates upon submission by the contractor's record of the hours expended
Payments	11	<p>All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:</p> <ul style="list-style-type: none"> • An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number) • An original cancelled cheque (if applicable) • An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity
Valuation of the works	11.1	Re-measurement with Bill of Quantities using rates determined as per a), b) and c) under 10.2: Valuation of Variations
Percentage of retention	11.3	The percentage retention on the amounts due to the Contractor is 10% to be reduced to 5% at completion upon the issuing of Certificate of Completion.
Currency of payment	11.7	South African Rands
Rate of interest	11.8	12,5% per annum
Insurances	14.1	<p>Notwithstanding the provisions of the Conditions of Contract and without limiting the obligations, liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion, the following insurances in the joint names of the Employer and the Contractor:</p> <ul style="list-style-type: none"> (i) Contract Works Insurance (ii) Public Liability Insurance (iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association in the name of the Contractor (including all Sub-Contractors) and Council's insurable interest must be noted in the policy. <p>A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted to the Employer. The Insurances will be maintained from the Commencement Date to the expiry date of the period for notifying defects.</p> <p>The Contractor shall effect and pay for any supplementary insurance which in its own interest it may deem necessary.</p> <p>The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause, and enforce the compliance by Sub-contractors with this clause where applicable.</p> <p>Any clarification of the scope of cover provided by the Policies arranged by the Contractor should be obtained from the Council's Claims management service provider.</p>

Item	Sub-Clause	Data
		<p>The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the Principal Controlled Insurances are issued.</p> <p>In the event of any claim arising under the policy or policies held, the Contractor shall without delay take all the necessary steps to lodge his claim on the joint behalf of himself and the Employer, and the claim submitted shall cover all costs to repair and make good in terms of Sub-clause 9.1 of the Conditions of Contract. The Contractor shall submit copies of all claims and related documents to the Employer. Settlement of claims will be paid to the Employer who will pay such amounts to the Contractor as the rectification proceeds. All claims shall be submitted in accordance with the requirements of the policy."</p> <p>The contractor shall be requested to submit Letter of Good Standing as issued by the department of labour prior commencement of the works.</p>
		<p>The insured amounts (ex VAT where applicable) shall not be less than:</p> <ul style="list-style-type: none"> (i) Contract Works Insurance: R3 500 000 (ii) Public Liability Insurance: R5 000 000 (iii) A Coupon for Special Risk Insurance (SASRIA) as per SARIA limits
		<p>"The Executive Manager Insurance & Risks will verify the Contractors All Risks insurance cover and issue a letter of confirmation that adequate cover is in place or not."</p>
Resolution of Disputes	15.3	<p>Disputes are be settled in terms of Fédrationale Internationale des Ingénieurs-Conseils (FIDIC)</p>
Settlement of disputes	15.1	<p>Disputes are to be settled in terms of The Short Form of Contract First Edition (1999), (the "Green Book") published by the Fédrationale Internationale des Ingénieurs-Conseils (FIDIC), is applicable to this Contract and is incorporated herein by reference plus a signed full bid document will act as a full legal document and serve as a Service Level Agreement, where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.</p>
Variations to the Conditions of Contract	4.5	<p>Variations to the Conditions of Contract are:</p> <p>Add the following at the end of sub clause 13.2:</p> <p>"13.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.

Item	Sub- Clause	Data
		<p>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>(v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.</p> <p>13.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
Payment for the labour-intensive component of the works	11.9	<p>Add new sub clause 11.9:</p> <p>"Payment for the labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict."</p>

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	
1.1.5 1.5	The Contractor is The Contractor's address for receipt of communications is: Physical address: Postal address: Telephone: Fax: E-mail:.....
1.1.9	The time for completing the works is days
10.2(d)	The rate for special materials, exclusive of value-added tax (VAT) are:

C1.3 FORM OF GUARANTEE

PRO FORMA

CONTRACT NO. A-EE 10-2026

WHEREAS CITY OF EKURHULENI (hereinafter referred to as "the Employer") entered into, a Contract with _____ (hereinafter called "the Contractor") on the _____ day of _____ 20____ for the construction of _____ at _____

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

AND WHEREAS _____ has/have at the request of the Contractor, agreed to give such guarantee;

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

_____ (R_____)

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

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

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of _____

Address _____

C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year _____

between **THE CITY OF EKURHULENI** (hereinafter called "the **Employer**") of the one part, herein represented by

in his capacity as _____

and

_____ (hereinafter called "the Mandatory") of the other part, herein represented by

_____ in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, viz

THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
8. **The contact details of the OH&S Agent for the COE will be advised on date of award**

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

SIGNED FOR AND ON BEHALF OF THE COE:

WITNESS 1

NAME 1
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

NAME 1
(IN CAPITALS)

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

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 200.....,

Mr/Ms _____ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS 1

NAME 1
(IN CAPITALS)

CITY OF EKURHULENI

DEPARTMENT NAME: **ENERGY**

CONTRACT NO: **A-EE 10-2026**

FOR

THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITY

PRICING SCHEDULE

C 2.1 PRICING INSTRUCTIONS

C 2.2 BILL OF QUANTITY

C 2.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 A rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. Failure to a rate in each item will result in the bid being rejected.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single bid sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Bidder bids to do the work

Amount : The quantity of an item multiplied by the bid rate of the (same) item

Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	percent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

11 PRELIMINARY, GENERAL AND SITE ESTABLISHMENT

11.1 Provision

Provision is made in the Bill of Quantities for lump sums to cover the Contractor's cost to supply, erect commission, maintain and eventually demolish and remove site facilities, plant, tools and equipment, and for the Contractor to comply with any other obligations of a preliminary and general nature in terms of the contract. The sum tendered in the Bill of Quantities for any preliminary and general item shall cover the Contractor's direct and overhead costs, profit and all other costs for the provision of the item and/or compliance with the obligations, liabilities, risks and requirements associated with the item.

11.2 Payment for Fixed Cost Items

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining.

11.3 Payment for Time-related Items

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining. The total sum subject to recalculation will be adjusted according to the Adjusted Contract Period at the time when Certification of Payment is due.

11.4 Payment for Value-related Items

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining. The total sum subject to recalculation will be adjusted according to the Adjusted Contract Sum at the time when Certification of Payment is due.

12 DAY LABOUR, PLANT HIRE AND HAULAGE

Tenderers must state their rates, in the relevant section of the Bill of Quantities, for day labour, plant hire and haulage. Plant hire and Day labour rates are to be shown as hourly rates for the various categories of labour set out in the Schedule. Separate rates shall be quoted for work outside normal working hours, "normal working hours" being taken as all weekdays from 07h00 to 17h00.

No work is to be carried out as a charge to day labour, plant hire or haulage without prior written authorisation of the Engineer and claims for such activities will not be paid without such authorisation.

Rates must include for the use of Contractor's small tools and equipment and must be inclusive of Contractor's overheads and profit.

C 2.2 SCHEDULE OF PRICES

Quoted prices will be in Rand, exclusive of VAT and will include all overhead costs and other expenses as stated in the Scope of Work.

ITEM	DESCRIPTION	TARIFF			% LOCAL CONTENT
		ESTIMATED QUANTITY	RATE (ALL HOURS)	TOTAL PRICE (EXCL. VAT) (ESTIMATED QUANTITY X RATE)	
A.1.	EXCAVATIONS AND BACKFILLING	Units	Rate per Unit		
1.1	TRENCHES:	m ³	Per m ³	RAND	
1.1.1	Pickable ground	90 000			
1.1.2	Mechanically	30 000			
1.1.3	Clay	10 000			
1.1.4	Soft rock	40 000			
1.1.5	Compacted ground	50 000			
1.1.6	Hard rock	20 000			
1.1.7	Very hard rock	10 000			
1.2	HOLES:	m ³	Per m ³	RAND	
1.2.1	Pickable ground	9 000			
1.2.2	Mechanically	5 000			
1.2.3	Clay	3 000			
1.2.4	Soft rock	3 500			
1.2.5	Compacted ground	3 500			
1.2.6	Hard rock	3 000			
1.2.7	Very hard rock	3 000			

ITEM	DESCRIPTION	TARIFF			% LOCAL CONTENT
		ESTIMATED QUANTITY	RATE (ALL HOURS)	TOTAL PRICE (EXCL. VAT) (ESTIMATED QUANTITY X RATE)	
1.3	BREAKING & REMOVING	Units	Rate per Unit		
		M ²	Per m ²	Rand	
1.3.1	Concrete	10 000			100
1.3.2	Tar	10 000			
1.3.3	In-print paving	10 000			
1.3.4	Lifting of paving	10 000			
A.2	DRILLING (HORIZONTAL):	M	Per metre	Rand	
2.1	1 x 110 mm sleeve per hole	5 000			
2.2	DRILLING PIT:	Holes	Each	Rand	
2.2.1	Starting pit	2 000			
2.2.2	Finishing pit	2 000			
A.3	INSTALLATION OF SLEEVES:	Sleeve	Per six metre sleeve	Rand	
3.1	UPVC-and similar sleeves	1 700			100
3.2	Asbestos cement sleeves	1 700			100
3.3	Steel sleeves	1 700			100
3.4	UPVC, asbestos cement or steel sleeves cast in concrete	1 500			100
A.4	CUTTING OF TAR, CONCRETE OR PAVED SERVICE:	Metres	Per metre	Rand	
4.1	Cutting of service with mechanical machine (breaking as per item 1.3)	3 500			
	TUNNEL AND BRIDGE CROSSINGS:	Crossings	Per metre	Rand	
4.2	Mounting of racks/cable clamps and installation of cables/aerial bundle conductor	5 000			90

ITEM	DESCRIPTION	TARIFF			% LOCAL CONTENT
		ESTIMATED QUANTITY	RATE (ALL HOURS)	TOTAL PRICE (EXCL. VAT) (ESTIMATED QUANTITY X RATE)	
		Units	Rate per Unit		
A.5	REPAIR OF SURFACE COVERINGS:	M²	Per m²	Rand	
5.1	Paving/tiles/ stones/bricks	15 000			100
5.2	Channel covering tiles	8 500			100
5.3	Concrete	8 500			100
5.4	Tarred pavement	8 000			100
5.5	In- print concrete paving	2 000			100
5.6	Gardens (Excluding new plants)	3 000			
A.6	SUITABLE GROUND FOR BACKFILLING OF CABLE TRENCHES:	M³	Per m³	Rand	
6.1	Handling and transport of ground. (Please note Item A.11 for material cost)	15 000			
A.7	ADDITIONAL WORK	M³	Per m³	Rand	
7.1	Supply and pouring of Ready Mix Concrete 30MPa including casing	8000			100
		Unit	Each	Rand	
7.2	Supply and install 20 MPa concrete cable slabs (600 mm x 300 mm x 50 mm)	200			100
7.3	Supply and install sand bags	1 500			
7.4	Installation of cable theft protection devices	2 000			
		M³	Per m³	Rand	
7.5	Removal and return (from site) existing sand that cannot be left on site due to restricted space	1 000			
		M²	Per m²	Rand	
7.6	Installation of excavation shoring (where required)	1 000			

A.8.	HIRING OF MACHINERY (EQUIPMENT MUST BE AVAILABLE AT ALL TIMES AND SUPPLIED BY THE CONTRACTOR TO EMM)	Hour	Per hour	Rand	
8.1	Hydraulic winch (Single/double cylinder)	5 000			
8.2	Hand winch with auto stop handle	5 000			
8.3	Water pump	200			
8.4	Hydraulic platform truck (min 12 metre)	2 000			
8.5	Crane truck 10 Ton	2 000			
8.6	Power Tool (Single/double drum)	2 000			
GENERAL					
A.9	MATERIAL FOR REPAIR OF SURFACE COVERINGS	M²	M:O Per m²	Rand	
9.1	Pre mixed concrete with cement: Ratio 3:3:1	1 500			100
9.2	Tar	1 200			100
9.3	Paving/Tiles/Stones/Bricks	1 500			100
9.4	In-print concrete paving	1 000			100
A.10	SUITABLE GROUND FOR BACKFILLING OF CABLE TRENCHES	M³	Per m³	Rand	
10.1	Normal sifted sand	3 000			
10.2	River sand	2 000			
10.3	Plaster sand	2 000			
Section A - Sub-Total excl. VAT					

ITEM	DESCRIPTION	TARIFF			% LOCAL CONTENT
		ESTIMATED QUANTITY	RATE (ALL HOURS)	TOTAL PRICE (EXCL. VAT) (ESTIMATED QUANTITY X RATE)	
		Units	Rate Per Unit		
B.1	INSTALLATION OF CABLES				
1.1	INSTALLATION OF CABLES IN TRENCHES OR THROUGH SLEEVES, INCLUDING EARTH CONDUCTOR WHERE REQUIRED 600/1000 VOLT:	Metres	Per m	Rand	
1.1.1	6 - 16 mm ² (Cu/Al) two, three or four core, PVC Cable (600/1000 Volt)	300 000			90
1.1.2	25 - 95 mm ² (Cu/Al) two, three or four core, PVC Cable (600/1000 Volt)	300 000			90
B.2	JOINTING OF CABLES (see Scope of Work 29.14) 600/1000 VOLT CABLES	Joints	Per joint	Rand	
2.1	6 - 16 mm ² (Cu/Al) two, three or four core, PVC Cable (600/1000 Volt)	15 000			90
2.2	25 - 95 mm ² (Cu/Al) two, three or four core, PVC Cable (600/1000 Volt)	10 000			90
B.3	TERMINATING OF CABLES 600/1000 VOLT, CABLES	Terminations	Per termination	Rand	
3.1	6 - 16 mm ² (Cu/Al) two, three or four core, PVC Cable (600/1000 Volt)	15 000			90
3.2	25 - 95 mm ² (Cu/Al) two, three or four core, PVC Cable (600/1000 Volt)	15 000			90
B.4	CABLE FAULT ISOLATION, LOCATION AND PRESSURE TESTING	Fault	Each	Rand	
4.1	LV cable fault location (Only payable on indication of the actual fault to the satisfaction of the Head of Department: Energy or his authorized representative).	10 000			
4.2	LV cable fault Isolation (Fault isolated to between two connecting points or poles)	10 000			
4.3	Additional call out for confirmation of cable fault when not visible after fault location in 4.1. (Only payable when initial fault indicated was in the correct position).	8 000			
4.4	Cable route location including GPS coordinates every 300 m.	850			

ITEM	DESCRIPTION	TARIFF			% LOCAL CONTENT
		ESTIMATED QUANTITY	RATE (ALL HOURS)	TOTAL PRICE (EXCL. VAT) (ESTIMATED QUANTITY X RATE)	
		Units	Rate Per Unit		
B.1	INSTALLATION OF CABLES				
4.5	Cable identification.	800			
Section B - Sub-Total excl. VAT					

ITEM	DESCRIPTION	TARIFF			% LOCAL CONTENT
		ESTIMATED QUANTITY	RATE (ALL HOURS)	TOTAL PRICE (EXCL. VAT) (ESTIMATED QUANTITY X RATE)	
		Units	Rate per Unit		
C.1	STREET LIGHT MAINTENANCE				
1	REPLACEMENT OF LAMPS	Lamps	Each	Rand	
1.1	Single lamp replacement and cleaning/replacement of bowl	100 000			
				Rand	
C.2	STRAIGHTENING AND INSTALLATION OF POLES (See Scope of Work 29.18)	Poles	Per pole	Rand	
2.1	Straighten existing street light pole	10 000			
2.2	Remove existing damaged and install a new Steel Street light Pole 4,5m – 8,6 m	10 000			100
2.3	Remove existing damaged and install a new Steel Street light Pole 8,7m – 13,4m	10 000			100
2.4	Remove existing damaged and install a new Steel Street light Pole 13,5m – 17m	10 000			100
2.5	Remove existing damaged and install a new Concrete Pole 4,5m – 7,5m	10 000			100
2.6	Remove existing damaged and install a new Concrete Pole 8m – 11m	10 000			100
2.7	Remove existing damaged pole and install a new GRP Pole 1,5m – 11,5m	10 000			100
2.8	Replacement of street light pole covers/pole mounted termination boxes	10 000			

2.9	Welding close of street light pole covers/pole mounted termination boxes	10 000			
2.10	Strapping of cable/s to pole with stainless steel strapping.	20 000			
2.11	Strapping of pole cover to pole with stainless steel strapping. (2 bands)	20 000			
2.12	Supply and installation of 50mm wide yellow reflective tape on street light poles (2 bands)	25 000			
	BARE OVERHEAD AND AERIAL BUNDLE CONDUCTOR	Faults	Per fault	Rand	
2.13	Location and repair of minor bare overhead conductor and aerial bundle conductor faults	3 000			

ITEM	DESCRIPTION	TARIFF			% LOCAL CONTENT
		ESTIMATED QUANTITY	RATE (ALL HOURS)	TOTAL PRICE (EXCL. VAT) (ESTIMATED QUANTITY X RATE)	
		Units	Rate per Unit	Rand	
		Spans	Per span		
2.14	Re-installation of 25 – 95 mm ² aerial bundle conductor and connection of street light luminaires	3 000			90
2.15	Re-installation of bare overhead conductors	3 000			90
2.16	Installation of new 25 – 95 mm ² aerial bundle conductor and connection of street light luminaires (including strain & suspension clamps)	3 000			90
		Unit	Per Unit	Rand	
2.17	Installation of complete stay wire	2 000			100
2.18	Installation of complete stay wire with stay insulator	2 000			100
C.3	REMOVAL AND INSTALLATION OF STREET LIGHT LUMINAIRES	Luminaires	Each	Rand	
3.1	Install new 70 W – 400 W HPS luminaire / equivalent LED	30 000			60
3.2	Install new 70W, HPS / 125 W, MV Post-top luminaire / equivalent LED	30 000			60
3.3	Remove existing and install new 70 W – 400 W HPS luminaire / equivalent LED	30 000			60
3.4	Remove existing and install new 70W, HPS / 125 W, MV Post-top luminaire / equivalent LED	20 000			60
3.5	Straightening of luminaire 70W – 400W HPS / equivalent LED	20 000			60
C.4	MINIATURE CIRCUIT BREAKER	Unit	Each	Rand	
4.1	Replace/install miniature circuit breaker on control panel or pole	20 000			

C.5	FUSE	Unit	Each	Rand	
5.1	Replace/install fuse holder and fuse	20 000			
C.6	CONTACTOR	Unit	Each	Rand	
6.1	Replace contactor on control panel	4 000			

ITEM	DESCRIPTION	TARIFF			% LOCAL CONTENT
		ESTIMATED QUANTITY	RATE (ALL HOURS)	TOTAL PRICE (EXCL. VAT) (ESTIMATED QUANTITY X RATE)	
		Units	Rate per Unit		
C.7	PHOTO CELL	Unit	Each	Rand	
7.1	Replace/install photo cell on control panel or pole	6 000			
7.2	Replace/install ripple control receivers.	500			
7.3	Replace/install timers.	500			
7.4	Replace/install lightning arrestors.	2 000			
7.5	Installation of complete control box	5 000			
C.8	LUMINAIRE CONTROL EQUIPMENT	Control gear	Per luminaire	Rand	
8	Replace faulty control equipment inside luminaire.	30 000			
C.9	RESETTING OF TRIPPED CIRCUIT BREAKER	Resets	Per circuit breaker	Rand	
9	Reset tripped circuit breaker only. (As per Scope of Work 29.21)	5 500			
C.10	REMOVAL AND INSTALLATION OF STREET LIGHT BRACKET	Bracket	Each	Rand	
10	Removal and installation of street light bracket	6 000			
C.11	WIRING OF STREET LIGHT POLES	Poles	Per pole	Rand	
11	Wiring of street light poles	6 000			

C.12	HIGH MASTS				
12.1	Electrical maintenance and repairs	Units	Per unit	Rand	
12.1.1	Replace lamp	15 500			
12.1.2	Replace luminaire control gear (Lamp holder, Ballast, Ignitor, Capacitor as one unit)	15 500			
12.1.3	Clean or replace lens	8 000			
12.1.4	Replace luminaire	18 000			
12.1.5	Rewiring of luminaire	18 000			
12.1.6	Replace mast distribution board	2 000			
12.1.7	Replacement of photo cell base and photo cell	6 000			
12.1.8	Replacement of trailing cable in high mast.	2 000			
12.1.9	Replacement of broken glass and gasket seal	2 000			
12.1.10	Replacement of luminaire ring	2 000			
12.1.11	Positioning and aiming of luminaires	3 000			
12.1.12	Install Splitter box (complete with wiring and glands)	1 000			

ITEM	DESCRIPTION	TARIFF			% LOCAL CONTENT
		ESTIMATED QUANTITY	RATE (ALL HOURS)	TOTAL PRICE (EXCL. VAT) (ESTIMATED QUANTITY X RATE)	
		Units	Rate per Unit		
12.2	Mechanical maintenance and repairs	Masts	Per mast	Rand	
12.2.1	Lowering and raising of counterbalanced high mast.	12 000			
12.2.2	Lowering and raising of high mast types other than counterbalanced type.	12 000			
12.2.3	Inspection and MPI welding repairs of high mast in terms of Section 35 and submit report.	12 000			
12.2.4	Install high mast door/cover	3 000			
12.2.5	Welding close of existing high mast door/cover	3 000			
12.2.6	Repairing of grouting on concrete foundation	6 000			
12.2.7	Supply and Manufacture of steel High mast door min 5mm thick and cold galvanised	2 000			
12.2.8	Replacing of holding down bolt or locknut	5 000			
12.2.9	Replacement of hinge pin on counterbalance masts	5 000			
12.2.10	Replacement of steel rope	5 000			
12.2.11	Replacement of guide wheels and pulleys	5 000			
12.2.12	Mast Inspection	5 000			
12.3	RELOCATION OF HIGH MASTS (See Scope of Work 29.25)	Units	Per unit	Rand	
12.3.1	Dismantling and removal of existing mast from concrete foundation	2 000			

12.3.2	Assembling and installation of mast on existing/new concrete foundation	3 000			
12.3.3	Excavation and installation of new complete concrete foundation and bolt cage for new mast	3 000			
		Hour	Per Hour	Rand	
12.3.4	Low Bed HDV for the transportation of high mast to new location	4 500			
12.3.5	Mobile Crane Min 30 Tons (Suitable for High mast rigging)	4 500			

ITEM	DESCRIPTION	TARIFF			% LOCAL CONTENT
		ESTIMATED QUANTITY	RATE (ALL HOURS)	TOTAL PRICE (EXCL. VAT) (ESTIMATED QUANTITY X RATE)	
		Units	Rate per Units		
C.14	TRIMMING OF TREES	Trees	Per tree	Rand	
14	Trimming of branches interfering with street light network	10 000			
C.15	AUDITING OF STREET LIGHT NETWORKS	Pole/Mast	Per pole/Mast	Rand	
15.1	Counting any and all poles/masts and luminaires and verify information with existing drawings.	40 000			
15.2	Capturing of any and all pole/mast and luminaire information and the submission of drawings in the required electronic format	40 000			
	AUDITING OF STREET LIGHT NETWORKS	Kilometres	Per km of overhead line/cable	Rand	
15.3	Measuring/auditing of any and all existing overhead line/cable information and verify information with existing drawings.	6 000			
15.4	Capturing of any and all overhead line/cable information and the submission of drawings in the required electronic format	6 000			

	NUMBERING OF POLES	Poles/Masts	Per pole	Rand	
15.5	Numbering of poles	30 000			

ITEM	DESCRIPTION	TARRIF			% LOCAL CONTENT
		ESTIMATED QUANTITY	RATE (ALL HOURS)	TOTAL PRICE (EXCL. VAT) (ESTIMATED QUANTITY X RATE)	
C. 16	Sport Field Lighting	Units	Rate per Unit	Rand	
16.1	Install 1000W-2000W luminaire with stirrup / equivalent LED	10 000			
16.2	Replace lamp 1000W - 2000W HID	10 000			
16.3	Replace lamp holder	10 000			
16.4	Replace ignitor	10 000			
16.5	Replace ballast	10 000			
16.6	Rewire fitting	10 000			
16.7	Replace/rewire trailing cable	4 000			
16.8	Replace reflector	4 000			
16.9	Replace glass gasket	4 000			
16.10	Replace glass and wire guard	4 000			
16.11	Replace capacitor	4 000			
16.12	Replace Kilo Watt Hour Meter	300			
16.13	Inspection and MPI welding repairs of mast in terms of Section 35 and submit report.	3 000			
16.14	Mast Inspection (See Scope of Work 29.25)	2 000			
		Luminaires	Per Luminaire	Rand	
16.15	Positioning and aiming of luminaires	11 000			

C.1.	PAINTING OF STREETLIGHT POLES AND OUTREACH	Units	Rate per Unit	Rand	
17.1	Paint Steel pole 4.5m – 8.6m	29 000			
17.2	Paint Steel pole 8.7m-13.4	29 000			
17.3	Paint Steel pole 13.5m -17m	29 000			
17.4	Paint streetlight outreach/arm	29 000			
Section C - Sub-Total excl. VAT					

SUMMARY OF PRICING	
SECTION A - SUB TOTAL	
SECTION - B SUB TOTAL	
SECTION - C SUB TOTAL	
15 % VAT	
GRAND TOTAL	

If the Contractor fails to attend to any complaint raised by CoE within 24 hours of the next business day of receiving the complaint, the Contractor shall pay a penalty of 15% of the Purchase Order or invoice amount for each day of delay, up to a maximum of 50% of the aforementioned amounts. The penalty shall be deducted from the next invoice issued by the Contractor or paid by the Contractor to CoE within 30 days of the date of the imposed penalty

PLEASE NOTE:

- **THAT ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY.**
- **IT IS THE INTENTION OF COE TO APPOINT MORE THAN ONE BIDDER UP TO A MAXIMUM OF 18 BIDDERS.**
- **A BIDDER WILL BE AWARDED A MAXIMUM OF 01 PER CUSTOMER CARE CENTRE (CCC).**
- **IN CASES WHERE IT IS NOT POSSIBLE TO AWARD A MAXIMUM OF 18 BIDDERS (DUE TO THE NUMBER OF ACCEPTABLE BIDDERS), THEN ONE BIDDER/S MAY BE AWARDED MORE THAN ONE CUSTOMER CARE CENTRE (CCC), AND PREFERENCE WILL BE GIVEN TO THE HIGHEST SCORING BIDDER/S.**
- **ALL ACCEPTABLE BIDDERS BELOW THE MARKET WILL BE OFFERED THEIR OWN RATES. SUBSEQUENTLY, ALL ACCEPTABLE BIDDERS ABOVE THE MARKET MAY BE OFFERED UNIFORM RATES WHICH ARE DEEMED TO BE MARKET-RELATED AS DEFINED BY THE INDUSTRY.**

CONSUMER PRICE INDEX

- **PERIOD ONE (01):** BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID
- **PERIOD TWO (02):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD ONE (01).
- **PERIOD THREE (03):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD TWO (02).

PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINITION OF PRICE APPLICATION

Bidders who are not Vat registered will be required to comply in line with Value Added Tax Act.

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

CITY OF EKURHULENI

DEPARTMENT NAME: **ENERGY**

CONTRACT NO: **A-EE 10-2026**

FOR

THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF STREET, AREA AND SPORTS FIELD LIGHTING WITHIN THE CITY OF EKURHULENI ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

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SPECIFICATIONS

1. BACKGROUND

The City of Ekurhuleni, Energy Department, requires the services of a suitably qualified and experienced electrical contractors to provide street, area and sport field lighting repairs and maintenance on an as and when required basis, details of which are as indicated on the following schedules. **CIDB GRADING: 4 EP or 3 EP PE**

The contractors must provide the resources, personnel, transport, equipment and tools necessary to carry out the work of street, sport field and area lighting maintenance, as and when required by the City.

The street, sport field and area lighting maintenance will include but not be limited to the following:-

1. General repair and maintenance of all street, sport field and area lighting, including high masts and flood lights
2. Repair of damage to the networks, accidental or malicious, e.g. poles, fittings, control panels, etc.
3. Replacement of luminaires, control circuits, lamps, bowls, ballasts, ignitors, diffusers, circuit breakers, fuses, etc.
4. The removal and replanting of street light poles.
5. Location and repair of streetlight cable faults.
6. Location and repair of bare overhead line and ABC faults where these are not part of the main distribution network.
7. Straightening of leaning street light poles.
8. Auditing, updating of drawings and numbering of street light poles and luminaires.
9. Welding of doors, panels, pole covers or replacements, etc.
10. Branch trimming where it interferes with the street light supply circuits.
11. Cleaning of bowls and LED Lenses

The Department will appoint a panel of Service Providers that will perform Streetlight Maintenance across all CCC's

- It is the intention of CoE to appoint more than one bidder up to a maximum of 18 bidders.
- A bidder will be awarded a maximum of 01 per Customer Care Centre (CCC).
- In cases where it is not possible to award a maximum of 18 bidders (due to the number of acceptable bidders), then one bidder/s may be awarded more than one Customer Care Centre (CCC), and preference will be given to the highest scoring bidder/s.
- All acceptable bidders below the market will be offered their own rates. Subsequently, all acceptable bidders above the market may be offered uniform rates which are deemed to be market-related as defined by the industry.

The allocation methodology per Area will be based on the number of complaints received on CoE's IMS, available resources at the Depot and ENERGY DEPARTMENT strategic priorities.

Estimated Quantities indicated in the Schedule of Prices are for evaluation purposes ONLY, actual final quantities may vary depending on the amount of work required by **City of Ekurhuleni (COE)** over the period of the contract.

Please refer to the various Items and Descriptions as detailed in the Scope of Work when completing the Schedule of Prices.

The work is to be performed across all CCC's, which include the following areas:

1. ALBERTON
2. BENONI
3. BOKSBURG
4. BRAKPAN
5. DAVEYTON
6. DUDUZA
7. EDENVALE
8. GERMISTON
9. KATLEHONG
10. KEMPTON PARK
11. KWA THEMA
12. NIGEL
13. PHOMOLONG
14. SPRINGS
15. TEMBISA
16. THOKOZA
17. TSAKANE
18. VOSLOORUS

The street light networks consist of a combination of underground cables, bare overhead conductors and ABC conductor.

Poles sizes range from 3,8 m to 15 m with and without street light brackets.

High-masts range from 25 m to 32 m and are a mixture of counter balanced, hydraulic, winch operated, rope operation and fixed which can only be maintained from a mobile platform. Number of fittings per high-mast range from 4 to 12.

Sport field lighting consists of but not limited to poles, masts and structures that range from 25m to 40m. These poles, mast, structures and luminaires are for the lighting of but not limited to any sports activities.

The appointed contractor/s shall be provided with copies of the existing available street light network drawings for the relevant ccc by the employer, as well as other available information on type and quantity of the various fittings, as and when required.

2. EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
CIDB	4EP or 3EPPE or Higher
Infrastructure and resources available – Plant and Equipment (owned or leased)	<p>One each of the following:</p> <ul style="list-style-type: none"> • Two (02) Light Delivery Vehicles (LDV) / (Bakkies) • One (01) Crane Truck • Two (02) hydraulic lifting platforms (cherry pickers) • One (01) Cable fault location equipment (Surge generators) must have a minimum output of 5 kV (varia to adjust voltage from 0 kV to voltage required) with no less than 1000 Joules.
Staffing profile	<p>Professional Electrical Engineer/Certificated Engineer or Electrical Technologist (x1)</p> <ul style="list-style-type: none"> • Must be registered with Engineering Council of South Africa (ECSA) <p>Electricians (x2)</p> <ul style="list-style-type: none"> • With a valid Electrical Trade Test Certificate issued by the Department Employment and Labour or the Department of Higher Education or equivalent accredited institution. • 1 year experience in Electrical or Streetlight Network Maintenance.
Financial Ability (Ability to Deliver)	R200 000
Relevant previous Company Experience – Completed Project	Bidder listed two (02) signed reference letters or Completion Certificates where bidder has successfully performed maintenance work specifically related to the repair and maintenance of distribution or streetlight networks
Company Registration	Proof of registration with the Department of Labour. (Department of Labour Occupational Health and Safety act 1993 Electrical Installation Regulations Paragraph 6 (1) No person may do electrical installation work as an electrical contractor unless that person has been registered as an electrical contractor in terms of these regulations.)

Bidders that do not meet the minimum requirements will be rejected and not evaluated further.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Infrastructure and resources available – Plant and Equipment (owned or leased)

- **Proof of ownership or lease agreement letter of intent to lease signed by the lessor for one each of the following:**
- **Proof of ownership of lessor's vehicles must be submitted**
- **The lease agreement or letter of intent must explicitly list the required Infrastructure and resources available, for one each of the following:**
- **Calibration certificate for Cable fault location equipment**

- **Two (02)** Light Delivery Vehicles (LDV) / (Bakkies)
- **One (01)** Crane Truck
- **Two (02)** hydraulic lifting platforms (cherry pickers)
- **One (01)** Cable fault location equipment (Surge generators) must have a minimum output of 5 kV (varia to adjust voltage from 0 kV to voltage required) with no less than 1000 Joules. With Calibration certificate not older than 12 months for cable fault location equipment

Financial Ability (Ability to Deliver)

1. Proof of Access to Credit or Financing

A letter/statement from a registered financial institution confirming that the bidder has access to credit or financing of at least **R200 000**, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**
- Confirmation of available cash reserves.

OR

2. Bank Statement(s)

- A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least **R200 000**

OR

3. Funding Commitments from Development Finance Institutions (DFIs)

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, **or any other registered DFI**, indicating funding of at least **R200 000**

Staffing profile

Professional Electrical Engineer/Certificated Engineer or Electrical Technologist (x1)

- Copy of ECSA registration certificate

Electricians (x2)

- Copy of a valid Electrical Trade Test Certificate issued by the Department Employment and Labour **or** the Department of Higher Education **or** equivalent accredited institution.
- CV demonstrating a minimum of 1 years' experience in Electrical **or** Streetlight Network Maintenance.

Please Note:

- **Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.**
- **All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.**
- **All professional Registrations must be in good standing during the period of tender evaluation.**
- **The City of Ekurhuleni reserves the right to verify the submitted documents.**

Relevant previous Company Experience – Completed Project

- Two (02) Signed reference letters or Completion Certificates on the **Bidder's Client Letter Head** (The Signed reference letters or Completion Certificates must be from the client which the bidder provided the services to with Contactable References from the bidder's previous client confirming relevant experience where has successfully performed maintenance **work specifically related to the Repair and Maintenance of Distribution or Streetlight Networks.**

Company Registration

- Proof of registration with the Department of Labour.
(Department of Labour Occupational Health and Safety act 1993 Electrical Installation Regulations Paragraph 6 (1) No person may do electrical installation work as an electrical contractor unless that person has been registered as an electrical contractor in terms of these regulations.)

NB! Failure to submit the above-mentioned documents will result in disqualification.

3. SPECIFIC GOAL REQUIREMENT

Points awarded for Specific Goal/s

In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
EME	Original Sworn Affidavit /Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	3
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	4
Local production and content.	Confirmation letter from the manufacturer - must stipulate local content minimum threshold Exemption letter issued by DTI (in cases where the bidder does not satisfy the minimum thresholds,) (If applicable)	1
An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document (certified not older than 6 months)	2
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
	For persons living with disabilities (if applicable) Original/Certified Medical Certificate (certified not older than 6 months) with the following information:	

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
	<ul style="list-style-type: none"> a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name. 	
TOTAL SPECIFIC GOAL POINTS		10

NB: if bidders do not complete information or submit evidence required for the above table they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

SERVICE LEVEL AGREEMENT

- An SLA will be entered into with the successful service provider/s

PUBLIC INDEMNITY INSURANCE.

- Successful Bidders will be required to purchase Public Liability Insurance Cover and indemnify the Council against any third-party loss, damage, or injury claims emanating from the use of the property. The Council reserves the right to request proof of the validity of the insurance policy at any point during the lease period.
- The successful bidder shall, for the duration of this Agreement, be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Successful Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Successful bidder.
- Insurance Cover will include relevant applicable insurance policies for risk associated with the scope of work, such as **Public Liability** and Construction All Risk, etc, and such Insurance will be determined by the City of Ekurhuleni (CoE). The Successful Bidder will present Certificates of Insurance to CoE (Risk Management Department) before the commencement of works, but not later than Fourteen (14) days after having been informed of the acceptance of this bid.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

4. CONTRACTOR'S RESPONSIBILITIES

- a. **To provide the services of Competent Persons (as defined in the Occupational Health and Safety Act (Act 85, 1993) to undertake the street, sport field and area lighting maintenance on an as and when required basis, as required by the City.** The street, sport field and area lighting maintenance must be carried out by a competent person to the satisfaction of the City's responsible engineer or his authorised representative.
- b. The contractor/s, any sub-contractor/s or the contractor/s authorised representative/s must not in any way interfere with any of the Energy Department's electrical distribution equipment, carry out any switching, except for the street, sport field and area lighting maintenance. Any abnormalities found must be reported to the Ekurhuleni representative and if in doubt, please ask.
- c. The contractor/s is/are to provide consumable materials i.e. pens, rags, clip boards, etc.
- d. The contractor shall at his/her own expense comprehensively insure himself during the duration period of the contract including the maintenance period (if any), against all losses, injury, damage or claims which may occur due to the execution of the contract or any order there-under. Risks included shall be those due to internal civil commotion, enemy action or Acts of God. **A copy of the insurance policy must be submitted before work can commence.**

Notwithstanding the provisions for insurance contained in this clause, all risk in the contract work or works shall remain with the contractor until such time as the same have been completed, handed over and accepted by the City, including the period of guarantee.

A guarantee period of twelve months is required on all work carried out and material used by the contractor.

Should the contractor or any sub-contractor become liable for any loss or damage resulting from execution of the contract, he/she shall bear the amount of all uninsured losses which shall include the amount of all applicable deductibles under any relevant policy of insurance.

- e. **All work undertaken must comply with the relevant safety regulations of the *Occupational Health and Safety Act (Act 85, 1993)* and the *City of Ekurhuleni, Energy Department's, General Instructions, Operational Procedures and Policies.***
- f. The contractor shall take all precautions requisite for the protection of life and property on about or in connection with the contract works, and the contractor shall be liable to the City for and shall be deemed to have indemnified, as he hereby does indemnify it against any injury or damages to any person or to any property of the City or of others and against all actions, suits, claims, demands, proceedings, arbitrations, cost or expense arising in connection therewith, either at Common Law or under the Workmen's Compensation Act No 38 of 1941 or otherwise caused by or incidental to the negligence or default of the contractor or his servants, agents, workmen or sub-contractors, or the non-compliance by the contractor with the terms of this contract.

The cost of all necessary precautions shall be deemed to be included in the tender price.

- g. **In the interest of industrial safety, all prospective bidders shall have the following minimum requirements in place: -**

Electricians/ Artisans and assistants who have undergone training for working un-supervised in a high voltage environment. Proof of this is required as the artisan will be appointed as the responsible person on site. The contractor's responsible person must be a competent person as defined in the Health and Occupational Safety Act (Act 85, 1993). The execution of this work requires that all workmen be made aware of the danger and risks of being exposed to live medium voltage and low voltage equipment (Electrical shock, electrical burns and loss of supply).

- h. Where the Competent Person will be assisted by an assistant or assistants, the Competent Person will be the Responsible Person as well and he/she will ensure that the assistant or the assistants are always under his/her direct supervision according to the relevant safety regulations of the Occupational Health and Safety Act (Act 85, 1993) and the requirements of the City of Ekurhuleni's Energy Department's, General Instructions, Operational Procedures and Policies.
- i. **It will be expected from the successful contractor/s to appoint additional Competent Persons or to make use of Sub Contractors (in which case repair work can only be carried out by Competent Persons) if the due dates for completed work orders are not met.**
- j. **If the Contractor fails to attend to any complaint raised by Coe within 24 hours of the next business day of receiving the complaint, the Contractor shall pay a penalty of 15% of the Purchase Order or invoice amount for each day of delay, up to a maximum of 50% of the aforementioned amounts. The penalty shall be deducted from the next invoice issued by the Contractor or paid by the Contractor to Coe within 30 days of the date of the imposed penalty.**
- k. A record of the work undertaken is required in the form of a dated and signed job card, provided by the COE, for each instruction given to the contractor. The job card will be filled in print, by hand - in clear and readable writing. Should any written information received from the contractor deemed to be unreadable or not clear, the contractor shall at his own expense verify the data. **Job cards will be handed to the City's responsible person on a weekly basis, preferably on Fridays.** No payment of any invoices will be made unless the record sheets (**See Annexure "S1"**) for the work being invoiced has been duly completed and handed to the City's responsible person prior to this.

Examples of the record sheets and a job card are attached (**See Annexures "S1 and S2"**). The COE reserves the right to change these forms as and when required.

- l. The Contractor shall indemnify the COE from any statutory requirements including the Occupational Health and Safety Act, (COE By-Laws or SABS Codes of Practice for wiring of premises or any other SABS specification laid down) required against himself/herself, Sub-Contractor(s), any personnel employed by the Contractor or Sub-Contractor(s) and any member of the public while carrying out this Contract. This will include any neglect in carrying out of the required procedures, misconduct, wearing the incorrect Personal Protective Equipment, etc.

The Contractor/Bidder must be registered at the Workmen's Compensation Commission and proof of the valid registration must be submitted before work can commence.

Failure by the Contractor or any personnel employed by the afore-mentioned to comply with any of the statutory requirements or any safe work practices i.e. the use of ladders, hydraulic lifting equipment (cherry pickers and crane trucks), as determined by the Head of Department: Energy or his duly authorised representative, will entitle the COE to instruct the Contractor and any personnel in his/her service to remove themselves from the place of work until the problem/situation has been remedied to the satisfaction of the Head of Department: Energy or his duly authorised representative.

Should the Contractor/s or Sub-Contractor(s) refuse to comply with the requirements as statutory laid down within 7 (seven) calendar days or by the COE requirements, this will entitle the Head of Department: Energy to cancel this Contract without further written or verbal communication(s).

Before any work can commence it is necessary for all contractors to register with Ekurhuleni's Occupational Health and Safety Practitioner:

The contact details of the OH&S Practitioner will be advised on date of award

In addition, it will also be necessary for the contractor/s, sub-contractor/s to undergo an **Induction Course** at the COE Training Centre.

The contractor must submit Messrs Van der Westhuizen a letter of acknowledgement that the contractor has complied with the requirements, to the Chief/Acting Chief Area Engineer in the area where he/she/they will be working. The Chief/Acting Chief Area Engineer will authorise, in writing, and only on receipt of the aforementioned letters and on his personal agreement that all criteria have been met, the contractor's person/s who qualify as a competent person/s (competent as defined in the OHS Act), including the contractor, if applicable and he qualifies as a competent person, to carry out the work on the electricity network that he/she/they was/were appointed for.

It is important to note that the contractors must submit the name/s and trade test certificate/s (to prove the competent person/s qualification/s) to the Chief/Acting Chief Area Engineer. In the event that more than one competent person is required - the Chief/Acting Chief Area Engineer must be handed each Competent Person's trade test certificate. Reference will be made in the letters of authorisation, addressed to the contractor, to each person authorised and what their duties will consist off. A letter will also be forwarded by the Chief/Acting Chief Area Engineer to the Department of Labour, informing of the authorisations.

The contractor must ensure that whenever staff turnover occurs, or new staff is appointed, to notify the Chief/Acting Chief Area Engineer in writing. Authorization from the Chief/Acting Chief Area Engineer must be obtained for the relevant newly appointed person/persons. The competent person will also be the responsible person for persons working under his/her supervision.

- m. The successful contractors shall complete an Energy Department Permit Card before work will commence.
- n. All keys handed to the successful contractor/s must be returned to the responsible Ekurhuleni Engineer on completion of the contract and before payment of the last invoice will be affected.
- o. Commissioning and Testing shall be done after each and every completed job.

5. USE OF SUB-CONTRACTORS AND LOCAL LABOUR

It shall be noted that it is a requirement of this contract that sub-contractors and local labour residing in the specific Area will be used when the workload is too much for the appointed contractor/s.

As this contract is a labour intensive and job creation contract, especially in the low income areas of the City, the appointed Contractor/s shall familiarise him-/herself with the existing Community Leaders and Ward Councillors where the project is to be executed, prior to the commencement thereof. Arrangements for Local labour assistance shall only be negotiated with the relevant consent and assistance of the aforementioned.

The appointed contractor/s will only be allowed to bring in labour and sub contractors from outside the City's area where it is not available within the area or specialised skills are required. This must be approved by the Head of Department: Energy or his authorised representative.

The use of local sub contractors is very important to ensure that small and upcoming contractors have opportunities to succeed/grow and improve their skills and levels of competency.

A name list of local sub contractors can be made available if required from the specific area where work has to be carried out. It shall further be noted that the main contractor/s is/are still responsible for the sub contractor/s as employer.

Payment of the sub-contractor/s by the main contractor/s shall preferably be made within thirty (30) days on receipt of the sub-contractor's invoice but not later than five (5) days on receipt, by the main contractor/s, of the City's payment.

The appointed contractor/bidder shall in all cases be responsible for carrying out and completing the work/task expeditiously, in a proper and workmanlike manner to the satisfaction of the COE.

6. SCOPE OF WORK

To provide specialized plant and equipment where necessary.

To provide transport and hydraulic lifting equipment (cherry pickers), crane trucks, etc to execute the work/task in all forms.

To clean, examine, inspect, test and report on the condition of street light cables, street light overhead lines, high masts, luminaires and accessories in service and spares stored.

Before any deviations or changes to the network or cable routes are made, these changes shall be submitted to the Chief/Acting Chief Area Engineer or an authorised representative for that particular Area where the work/task is to be carried out. No deviation from the procedure will be tolerated in any form.

Detailed drawings indicating any changes made to the network must be submitted to the Chief/Acting Chief Area Engineer or an authorised representative for that particular Area on completion of that specific work.

The position of any cable joints and network changes shall be indicated by GPS co-ordinates supplied as part of the above-mentioned information. All cables replaced shall be indicated by GPS co-ordinates.

Test result sheets must be submitted to the Chief/Acting Chief Area Engineer or an authorised representative for that particular Area, when any tests are carried out on the network.

The contractor/bidder will be responsible for any destruction/damage in determining the exact extent and location of any services and shall be liable for damages to any such services or any damages suffered by a third party as a result of the excavations carried out by him/her. The Energy Department: relevant CCC shall, upon the contractor's request, render the necessary assistance to point out to the contractor any services on site. It will be the contractor's responsibility to make sure that all services have been indicated and a signed drawing is obtained from the relevant CCC indicating all services of the site where work/task is to be carried out. The contractor must make application for way-leaves in terms of the Municipalities standard requirements.

The contractor shall ensure that cables are not damaged in any way by such excavations, backfilling and consolidation.

The contractor shall obtain on site, for each and every project, a work order/job card from Ekurhuleni's responsible person, detailing the requested work to be carried out and the site location. The work order/job card must be signed off by both the contractor and Ekurhuleni's responsible person on site on completion of the required work, stating material used and work done. Billing must be done according to the material used and work done as per the work order/job card completed and signed by both parties. A copy must be kept by Ekurhuleni's responsible person and the original by the contractor.

A copy of the duly completed and signed work permit/s issued must be attached to the invoice.

No payment will be made to the contractor unless the invoice is accompanied by the work order/job card, work permit/s and required test certificates.

The contractor shall ensure that when special equipment is hired in, there will be no delays in obtaining the equipment and completing the project.

The contractor must provide his/her own hydraulic lifting equipment.

Work only to be done by competent persons or under the direct supervision of a competent person. All personnel working on the networks must be authorised in writing by the Chief Area Engineer.

The contractor must collect all material required for the successful completion of the work, either from the Electrical Depot or the Electrical Store.

The contractor must remove from site and deliver all old/faulty/redundant material to the specific Electrical Depot or Electrical Store.

7. THE CITY'S RESPONSIBILITIES

To provide the contractor/s with material as and when required.

In instances where material cannot be supplied by the City, the successful contractor/s can be requested to supply the required material according to the COE specification at market related cost (proof of purchase will be required which must be market related) and the successful contractor/s will be allowed a mark-up of up to 5% on the said purchased equipment.

In the event of any dispute arising from whether such pricing is market related or not, three quotations will be called by Ekurhuleni for the same material from three different suppliers and the cheapest of the three will be accepted by the contractor and Ekurhuleni as the market related value.

To carry out certain electrical tests, to be agreed upon prior to the commencement of work.

To switch out the network, or portion of the network on which the contractor/s must work, spike the faulty cable/s and to issue the Contractor/s with the necessary work permit/s before they can continue working on the network. (The work to be carried out in terms of the Ekurhuleni General Instructions, Operational Procedures and Policies).

To provide the Contractor with all necessary information, drawings, etc. (where available), as he/she may require allowing work to proceed uninterrupted.

To supervise the work in progress.

The City's authorized operator will carry out the phasing of the cable/s, when required, in terms of the General Instructions, Operational Procedures and Policies and he/she must ensure that it complies to the standard requirements.

The Ekurhuleni authorized operator will witness the pressure testing, by the contractor, of the cables on completion of a joint or termination and obtain test certificates.

To provide the Contractor/s with uninterrupted access to Site for the purpose of completing the Works (where "Site" means area to be occupied by the Contractor/s and "Works" means specified duties performed by the Contractor/s).

8. SITE OF WORKS

The work to be done will be in the whole of City of Ekurhuleni.

9. QUOTED RATES

Pricing to be provided on a rate basis according to the Schedule of Prices attached to this bid document. Rates should include all overhead costs and other expenses. VAT to be excluded in the quoted rates. All rates per item must be quoted as such.

10. COE INSPECTIONS

The COE technical representative will, on a random basis, inspect work that has been carried out.

11. COMMUNICATION

The contractor or his representative must be available on call during and after office hours by means of a cellular phone and the cost of the cellular phone calls made by the contractor to the City to be included in the rates.

12. TRANSPORT

Transportation is prerequisite to execute this work. The contractor must make use of his own vehicles and/or hired hydraulic lifting platforms (cherry pickers), crane trucks, etc and the cost must be included in the rates. **Documentation of own vehicles that will be used and a declaration to the effect that specialized vehicles i.e. cherry pickers and crane trucks will be hired in, if they are not part of the contractor's fleet will have to be submitted upon request.**

13. EQUIPMENT AND TOOLS

The contractor must supply all required tools and equipment i.e. but not limited to winches, hydraulic lifting machines, fault finding equipment, etc to carry out the required maintenance and repair work.

14. IDENTIFICATION

Contractors must identify themselves on request to all customers, stating their business and producing proof of their appointment for the task. Proof of appointment will be submitted by the City's responsible engineer to the successful contractor/s.

15. PERIOD OF CONTRACT

This contract is valid for a period with effect from date of award until 30 June 2029.

16. COMPETENT PERSONS/ ELECTRICIAN

Personnel employed on street, sport field and area lighting maintenance shall be competent persons as defined in the Occupational Health and Safety Act (Act 85, 1993) and shall be thoroughly experienced and competent in working in close proximity of live and dangerous electrical equipment and assistants shall be adequately supervised to ensure the highest standard of workmanship. Work in proximity of live equipment must be carried out by a competent person (competent as defined in the Occupational Health and Safety Act (Act 85, 1983).

The contractor will supply the COE all documentation in support of the qualifications and experience of the electrical personnel he intends to use. Contractors who cannot offer competent and experienced personnel in this field, will not be considered.

17. COMPLIANCE WITH LEGISLATION

The contractor shall be fully and solely responsible for ensuring compliance with the Occupational Health and Safety Act (Act no 85 of 1993) and any other legislation that may apply. **Bidders shall demonstrate their ability to comply with this requirement by attaching their Safety Health & Environmental (SHE) policy document and an example of a typical Safety File (only the Index) to their bid documentation.** In this regard it is specifically pointed out that the contractors will inter alia, have to do the following:

- a) Provide and maintain systems of work, plant and machinery that are safe and without risk to health.

- b) Eliminate or mitigate hazards or potential hazards before resorting to personal protective equipment.
- c) Ensure the absence of risk in connection with the handling of articles or substances.
- d) Establish the hazards pertaining to work and establish what precautions should be taken and provide means to apply these precautions.
- e) Provide information, instructions, training and supervision to ensure health and safety.
- f) Not permit anyone to do anything unless the necessary precautions have been taken.
- g) Do everything possible to ensure compliance with the applicable legislation.
- h) Enforce discipline in the interest of health and safety.
- i) Ensure that work is planned and performed, and machinery is under the supervision of a competent and experienced person.
- j) Cause all the employees to be informed of their authority in terms of section 37(1)(b) of the OHS Act.
- k) Conduct this undertaking in such a manner that he or any other persons are not exposed to hazards to their health and safety.
- l) It is specifically recorded that the contractor shall, in terms of section 37(2) of the OHS Act, be fully and solely responsible for ensuring compliance with the provisions of this act. Should the contractor find anything in this specification or receive an instruction that may jeopardise his compliance with any legislation he shall bring such finding or instruction to the attention of the COE and resolve the matter before proceeding.
- m) The contractor shall be registered in terms of the Compensation for Occupational Injuries and Diseases Act (Act no 130 of 1993) and that he shall be in good standing with respect to the payment of assessments to the Compensation Commissioner.
- n) The contractor shall sign a section 37(2) contractual agreement with the COE Occupational Health & Safety Practitioner for Contractors prior to the commencement of work.
- o) In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her bid for the due fulfilment of all the applicable requirements of the Act and the Regulations.
- p) The contractor shall have a CIDB grading of 4 EP or 3 EP PE.

18. REGULATIONS

The work will be carried out strictly in accordance with the latest issues of the following documents:

- a) The Occupational Health and Safety Act, 1993 (Act 85 of 1993),
- b) The Electricity and Energy Department's Standard Policies and Procedures,
- c) The COE By-Laws,
- d) Electricity Act, 1987 (Act 41 of 1987) (as amended). (*Note, particularly, Government Gazette R103, 26 January 1996*),
- e) *Any special requirements of the COE representative.*

19. SAFETY

The following Safety requirements shall be adhered to:

- a) Work shall not commence without a work permit.
- b) Every reasonable precaution for the safety of all concerned in the operation of this contract will be catered for by the contractor.
- c) Safety is the responsibility of the contractor/s and the COE will not be held responsible for any injuries, accidents or incidents that might occur.
- d) The COE reserves the right to stop any work at any time if the contractor is not following the right safety procedures explained in the OHS, SANS, the Electricity and Energy Department's Standard Policies and Procedures and COE By-Laws.
- e) The contractor must meet all requirements stipulated in the OHS, SANS, the Electricity and Energy Department's Standard Policies and Procedures and COE By-Laws.
- f) The successful bidder shall sign a section 37(2) Occupational Health & Safety Contractual agreement and an indemnity form prior to commencement of work. This agreement will be signed with the Occupational Health and Safety Practitioner.

- g) If the contractor is not complying with legislation his/her work will be ceased until he/she can satisfactorily proof compliance.
- h) A First aid kit shall be kept and maintained at a suitable convenient place on site and at least one member of the staff employed on the site by the contractor shall be proficient in First Aid.
- i) The contractor shall at all times keep at least a 4.5kg (minimum) dry powder fire extinguisher with him, in case of fire.
- j) Personal protective clothing shall be worn at all times while the contractor is performing any work for the council. It is the responsibility of the contractor/s to ensure that he/she/they and all employees and sub contractors are equipped with the correct personal protective clothing and equipment.

20. PREVIOUS EXPERIENCE IN STREET AND AREA LIGHTING SYSTEMS AND THE LOW-, MEDIUM- AND HIGH VOLTAGE ENVIRONMENT

It is a specific requirement that companies be able to demonstrate previous experience in the comprehensive maintenance of street and area lighting systems and the low-, medium-and high voltage environment. Please provide as much detail as possible. The bidder must supply full details, including the names of contact persons, of similar work, which he/she has successfully completed.

21. SECURITY

It is the Contractors responsibility to safeguard himself and his/her employees and equipment against crime.

22. ENTERING AND CLOSING OF PRIMARY, SECONDARY SUBSTATIONS, MINIATURE SUBSTATIONS AND STREET LIGHT KIOSKS

- a) A competent person shall be authorised in writing to open and enter live primary-, secondary substations and open miniature substations and street light kiosks, if and when required.
- b) Whenever any substation, miniature substation or kiosk is visited, the doors and gates must be locked when leaving the premises. If no lock was fitted the contractor shall inform the COE representative immediately, to ensure a lock is provided to him and the door/gate is locked.
- c) Care must be taken to ensure that nobody enters the premises while work is being carried out.
- d) Logbooks must be filled in on entering the substation or miniature substation and on completion of the work required.
- e) An authorised person that opens the substation, miniature substation or kiosk will remain in control of that substation, miniature substation or kiosk.
- f) The contractor/s shall do a visual inspection to ensure that it is safe to enter, before entering. If there is any doubt about the safety of entering or carrying out work in the substations or opening miniature substation or kiosk doors, the matter must be reported to the COE representative.
- g) Some of the substations are fitted with pepper spray and the contractor must obtain the relevant information and requirements regarding those substations from the Ekurhuleni responsible person.

23. ISSUING AND RESPONSIBILITY OF KEYS

- a) The contractor will be issued with substation, miniature substation and street light kiosk keys and he/she will be required to sign for it.
- b) The contractor shall be responsible for replacing lost or damaged keys.
- c) The contractor shall be responsible for the re-programming of protective structures when keys are lost or damaged.
- d) No person other than an authorised competent person shall be in possession of substation, miniature substation and kiosk keys.
- e) No person other than an authorized competent person shall be permitted to unlock or lock substations, miniature substations and kiosk doors and enclosures.
- f) It is the responsibility of the authorised competent person to ensure that the doors/gates are locked before leaving the premises.

24. PROGRAMME OF WORKS

The contractor will give notice when he/she commences work on site and will provide feedback reports to the COE representative

25. WORK COMMENCEMENT

The contractor shall be equipped and ready to perform any required work within 2 weeks after receiving the official letter of appointment.

26. PAYMENT

Payments will be made on a monthly basis for work completed during the previous specific month. The invoice/s must be authorised for payment by the Chief/Acting Chief Area Engineer or his authorised representative for the specific area. Payment will be made within thirty (30) calendar days from the date that the invoice/s has/have been received by the Directorate Finance.

The invoices must be accompanied with the work order/job card, copies of the work permit/s and test certificates for each and every project, duly completed and signed, without which payment will not be made.

Invoices for work completed must be submitted within thirty (30) calendar days for payment. Invoices submitted after the thirty (30) calendar days' period may be returned, unpaid, to the contractor.

Escalation Invoices must accompany the original invoice.

27. RATES AND TARIFFS

The relevant unit rates and hourly tariffs shall include the following:

Unit Rates: (Per metre, Per metre per hole, Per six metre sleeve, Per m², Per m³, Each, Per group of twenty-five, Per joint, Per termination, Per test/location)

- All labour costs.
- All administrative expenses.
- All transportation (fixed cost, running cost, collection of material from the relevant depot cost, cherry picker, crane truck and drivers/operators cost).
- All supervision fees.
- Tools, equipment and auxiliary equipment. Including but not limited to winches (hand, power & hydraulic) used to lower and raise masts, welding machine used when doing any welding work. **Excluding Hiring of machines under Item A.8 in the Pricing Schedule.**
- Safety equipment.
- All notifications to consumers when a power failure is going to occur owing to the execution of tasks.
- All tariffs, levies, taxes payable by the bidder.
- All expenses to restore the workplace to its original condition.
- All equipment needed to comply with the Regulations of the Occupational Health and Safety Act and the By-Laws of the local authority.

- Payment in terms of Royalties and Patent Rights (if required).

Hourly tariffs:

- All administrative expenses.
- Safety equipment.
- All tariffs, taxes and levies payable by the bidder.
- All equipment necessary to conform to the regulations of the Occupational Health and Safety Act and the relevant local authority By-Laws.
- All drivers/operators costs.

28. ADDITIONAL INFORMATION REQUIRED

The COE may request any bidder to clarify any aspect of his/her bid, but the bidder will not be permitted to alter the tendered rates after the bids have been opened. All written information submitted by the bidder together with and in support of his/her bid must be considered to form the basis on which the bid has been prepared and submitted.

The COE reserves the right to instruct a firm of public accountants or an official delegated by the COE to report on the financial status of the bidder, and the bidder must render all reasonable assistance in such an investigation.

29. BASIC DESCRIPTION OF THE VARIOUS TASKS

29.1 EXCAVATIONS AND BACKFILLING: (SCHEDULE OF PRICES, GENERAL, ITEM A.1.)

- The unit rate in **cubic metre (m³)** for excavations and backfilling includes the following items but not limited to:
- The initial clearing of the route of all unwanted vegetation or material and the removal thereof to a suitable dumping site.
- The excavations itself which includes the excavations in rock, stone, clay or in any other material as well as cable crossings or any other service crossings.
- The safeguarding and the maintenance of the excavations in terms of the relevant Acts and By-Laws. The contractor shall acquaint him-/herself with the specific requirements in this regard.
- The contractor shall make the necessary arrangements with all the relevant Service Providers which include the following: Energy Services, Roads, Transport and Civil Works, Water and Sewer Services, Emergency Services, the asset holder and the Provincial Administration, to comply with their requirements and for supervision by one of their representatives when necessary. The Contractor shall make application for way-leaves in terms of the Municipalities standard requirements.
- The sifting and installation of the needed bedding, the backfilling of the excavation and compacting of the ground after the installation of the cable/s. The backfilling and compaction of

all trenches and holes shall be according to the requirements of the Head of Department: Energy or his authorised representative.

- The restoration of the route to its original form, the clearing of the route of all unwanted material and the removal thereof to a suitable dumping site.
- The amount of trenching to be carried out on a day shall be carefully assessed taking the availability of cable and workforce into account.
- Furthermore, all vehicle access driveways shall be closed as soon as possible. Where necessary, temporary bridges of braced steel plates shall be placed over open trenches, where vehicles have to cross whilst the trench is open.
- It is a prime requirement of this contract that all open trenches be barricaded with wooden stakes, 1,2m high placed no more than 12 m apart and plastic warning mesh/tape at all times to alert people of the danger.
- The Contractor's insurance on this contract shall, apart from other requirements, specifically cover the risks attached to excavations and open trenches.

29.2 DEFINITIONS: (SCHEDULE OF PRICES, GENERAL, ITEM A.1.)

- Pickable ground is defined as follows: Ground, which can be removed with spades and pickaxes and includes loose gravel, loose or soft shale, loose ferricrete and stones (<75 mm diameter). Provision was made in the bid to do the work by hand or mechanically. Mechanical excavations will however only be allowed with the consent of the Head of Department: Energy or his authorised representative.
- Clay ground is defined as a fine-grained natural rock or soil material that combines one or more clay minerals with traces of metal oxides and organic matter. Clays are plastic due to their water content and become hard, brittle and non-plastic upon drying or firing.
- Soft rock is defined as follows: Rocks or stones which can be loosened by hand and includes shale, compact ferricrete and rocks with a diameter of 75 mm or bigger. (0,03 m³ in volume).
- Compacted ground is defined as follows: Ground, which had been compacted previously, and can only be excavated by the use of a jackhammer or any other mechanical means. The decision if the ground is compacted lies with the Head of Department: Energy or his authorised representative. Excavations in compacted ground will only be allowed with consent of the Head of Department: Energy or his authorised representative.
- Hard rock is defined as follows: Granite, quartz sandstone, slate and any other rock with the same hardness or size, solid shale and rocks more than 0,03 m³ in volume and where the use of a jack-hammer or any other mechanical means is necessary.
- Very hard rock is defined as follows: Can only be broken by means of explosives.

29.3 BREAKING: (SCHEDULE OF PRICES, GENERAL, ITEM A.1.)

- The unit rate in **square metre (m²)** for the breaking of concrete, tar or in-print paving includes the breaking of the concrete, tar or in-print paving by means of a jackhammer as well as the removal of all unwanted material to a suitable dumping site. It is assumed that the depth of the concrete, tar or in-print paving is 100 mm deep/thick

- The unit rate in **square metre (m²)** for the lifting of paving includes the cost to lift any form of paving (bricks, tiles, blocks etc.) and stack them neatly in terms of the Head of Department: Energy or his authorised representative's requirements as well as the removal of all unwanted material to a suitable dumping site. Any paving that is damaged will be for the account of the contractor.

29.4 HORIZONTAL DRILLING: (SCHEDULE OF PRICES, GENERAL, ITEM A.2.)

- **The unit rate per metre or per metre per hole for horizontal drilling of holes includes the collection, from the relevant depot/store and installation of the sleeves, the supply and installation of steel wire and the placing of the end seal. The contractor shall supply water for the drilling process.**
- At tarred road intersections, the number of sleeves to be installed will be determined by the Head of Department: Energy or his authorised representative.
- The contractor shall make the necessary arrangements with all the relevant Service Providers which include the following: Energy Services, Roads, Transport and Civil Works, Water and Sewer Services, Emergency Services, the asset holder and the Provincial Administration, to comply with their requirements and for supervision by one of their representatives when necessary. The contractor shall make application for way-leaves in terms of the Municipalities standard requirements.
- An accurate hole is defined as when a hole is drilled in such a way that the sleeves installed are more or less at the same height on both ends. Inaccurate holes are unacceptable and no payment will be made for such mistakes. The Head of Department: Energy or his authorised representative will make the decision. Payment will only be made for sleeves that were successfully installed.
- The unit rate (each) for the drilling pits includes the following:
 - The initial clearing of the site of all unwanted vegetation or material and the removal thereof to a suitable dumping site.
 - The digging of the pit.
- The safeguarding and the maintenance of the excavations in terms of the relevant Acts and By-Laws. The bidder/contractor shall acquaint him-/herself with the specific requirements in this regard.
- The supply, sifting and spreading of the needed bedding, the backfilling of the excavation and compacting of the ground after the installation of the cable/s. The backfilling and compaction shall be according to the requirements of the Head of Department: Energy or his authorised representative.
- The restoration of the site to its original form, the clearing of the site of all unwanted material and the removal thereof to a suitable dumping site.

29.5 INSTALLATION OF SLEEVES: (SCHEDULE OF PRICES, GENERAL, ITEM A.3.)

The unit rate (per six metre sleeve) for the installation of sleeves includes the following:

NB!!!! This section excludes sleeves installed by means of horizontal drilling.

- These sleeves would normally be installed underneath opened drive ways, opened tar roads and in trenches as required by the Head of Department: Energy or his authorized representative.
- The collection, from the relevant depot/store, the installation of the sleeves and the placing of the necessary end seals on the sleeves which are not used.
- If the sleeves are to be installed in concrete, the unit rate (per six metre sleeve) shall include the pouring of the concrete and the casting work but excluding the material cost of the concrete, which is covered in item A.7.1.
- Payment will only be made for sleeves successfully installed. Successful installation is defined as when the sleeves are installed at the same height.
- The unit rate (per metre) for crossings includes the following:
 - The contractor tendering for this section shall also tender for horizontal drilling, excavations and the installation of sleeves.
 - The contractor shall make the necessary arrangements with all the relevant Service Providers which include the following: Energy Services, Roads, Transport and Civil Works, Water and Sewer Services, Emergency Services, the asset holder and the Provincial Administration, to comply with their requirements and for supervision by one of their representatives when necessary. The contractor shall make application for way-leaves in terms of the Municipalities standard requirements.
 - An accurate hole is defined as when a hole is drilled in such a way that the sleeves installed are more or less at the same height on both ends. Inaccurate holes are unacceptable and no payment will be made for such mistakes. The Head of Department: Energy or his authorised representative will make the decision. Payment will only be made for sleeves that were successfully installed.
 - The unit rate (each) for the drilling pits includes the following:
 - The initial clearing of the site of all unwanted vegetation or material and the removal thereof to a suitable dumping site.
 - The digging of the pit.
 - The safeguarding and the maintenance of the excavations in terms of the relevant Acts and By-Laws. The bidder/contractor shall acquaint him-/herself with the specific requirements in this regard.
 - The supply, sifting and spreading of the needed bedding, the backfilling of the excavation and compacting of the ground after the installation of the cable/s. The backfilling and compaction must be according to the requirements of the Head of Department: Energy or his authorised representative.
 - The restoration of the route to its original form and the clearing of the site of all unwanted material and the removal thereof to a suitable dumping site.

29.6 CUTTING OF TAR, CONCRETE OR PAVED SERVICES WHERE HORIZONTAL DRILLING IS IMPOSSIBLE: (SCHEDULE OF PRICES, GENERAL, ITEM A.4.)

- The contractor tendering for this section must also tender for horizontal drilling, excavations and the installation of sleeves.
- The service must be cut with a mechanical machine in order to ensure a smooth breaking service. Breaking of the required service must be in terms of item 1.3.
- The double guide cuts shall be considered as one cut.
- The contractor tendering for this section must also tender for breaking of tar or concrete, excavations, installation of sleeves and the repair of surface coverings.
- The contractor must make the necessary arrangements with all the relevant Service Providers which include the following: Energy Services, Roads, Transport and Civil Works, Water and Sewer Services, Emergency Services, the asset holder and the Provincial Administration, to comply with their requirements and for supervision by one of their representatives when necessary. The contractor must make application for way-leaves in terms of the Municipalities standard requirements.

29.7 Tunnel- and bridge crossings.

- The unit rate (per metre of cable to be installed on the racks and/or cable clamps) for the mounting of racks and/or cable clamps includes the mounting of the racks or cable clamps in the tunnels or to the side of the bridge as well as the installation of the cables.
- The contractor must make the necessary arrangements and obtain approval and any specific requirements with all the relevant Service Providers which include the following: Energy Services, Roads, Transport and Civil Works, Water and Sewer Services, Emergency Services, the asset holder and the Provincial Administration, to comply with their requirements and for supervision by one of their representatives when necessary. The contractor must make application for way-leaves in terms of the Municipalities standard requirements.
- COE will supply the required material.

29.8 REPAIR OF SURFACE COVERINGS: (SCHEDULE OF PRICES, GENERAL, ITEM A.5.)

The work must be carried out according to the requirements of the COE. The depth of the repair must be 100mm and rate calculated will be for 100mm.

A.5.1 Paving/tiles/stones/bricks:

- The unit rate (per square metre) for the repair of paving/tiles/stones/bricks includes the compacting of the ground and the restoration thereof to the original condition. Any bricks, paving or tiles that are broken by the contractor, will be for the account of the contractor.

A.5.3 Concrete:

- The unit rate [per square metre (m²)] for the repair of concrete includes the delivery and casting of the concrete to the satisfaction of the Head of Department: Energy or his authorised representative.
- The price of the material (concrete, 3:3:1 strength, casing included) must be given in the space provided namely: "M:0 Per square metre" in Item A10, Material Costs.

A.5.4 Tarred pavement:

- The unit rate [per square metre (m²)] for the repair of tar pavements includes the delivery and placing of the tar and the finishing thereof to the standards set by the Head of Department: Energy or his authorised representative.
- Tarred roads will be repaired by the City. Any of the other services may also be repaired by the City if required by the Head of Department: Energy or his authorized representative.
- The price of the material (tarred pavement) must be given in the space provided namely: "M:0 Per square metre" in Item A10, Material Costs.

A.5.5 In-print concrete paving:

- The unit rate [per square metre (m²)] for the repair of in-print concrete paving includes the delivery and placing of the concrete paving and the finishing thereof to the satisfaction of the Head of Department: Energy or his authorised representative.
- The price of the material (in-print concrete paving) must be given in the space provided namely: "M:0 Per square metre" in Item A10-, Material Costs.

29.9 SUITABLE GROUND FOR BACKFILLING OF CABLE TRENCHES: (SCHEDULE OF PRICES, GENERAL, ITEM A.6.)

- This section is only valid when the ground at the excavations is not suitable and extra soil must be supplied.
- The unit rate (per cubic metre) includes the supply, delivery and spreading of the necessary bedding. The supplied bedding must be suitable for use. The decision will lay with the Head of Department: Energy or his authorised representative whether the bedding is suitable or not.
- The price of the material (normal sifted sand, river sand and plaster sand) must be given in the space provided namely: "M:0 Per cubic metre" in Item A10, Material Costs.

29.10 ADDITIONAL WORK: (SCHEDULE OF PRICES, GENERAL, ITEM A.7.)

The unit rate (each) includes the collecting, installation and punching of the necessary information on the plate (if required).

The installation of concrete cable slabs when and where required.

Cable theft protection devices will be supplied by the City and must be installed, only on the request of the Chief/Acting Chief Area Engineer or his/her authorised representative, at an approximate spacing of 10m.

The removal and return (from site and to site) existing sand that cannot be left on site due to restricted space.

The unit rate [per square metre (m²)] for the installation of excavation shoring where required.

29.11 HIRING OF MACHINERY: (SCHEDULE OF PRICES, GENERAL, ITEM A.8)

This Item shall be for the sole discretion of CoE. If and when required by CoE the contractor shall supply machinery and may not invoice in conjunction to any other work performed.

The unit rate (per hour) includes the hire of the relevant machinery/equipment. The hiring of machinery may not be limited to repairs and maintenance to the streetlight network. The cost of the driver/operator of the vehicle/machinery/equipment supplied by the contractor must be included in the rate.

The operator shall be able to operate the machinery/equipment and shall have the necessary training certificates, where required. The contractor shall supply proof of training certificates of the operator, when requested by the Head of Department: Energy or his authorised representative.

Traveling time will be allowed to a maximum of two (2) hours per call out per day.

29.12 PAINTING OF STEEL STREET LIGHT POLES AND OUTREACH (C.17)

The rate (per pole) shall include the primer and the subsequent two top coats of paint. The pole should be replaced when corrosion at the ground line is severe.

When required a 300mm deep inspection hole should be dug to establish what the condition of the pole is underneath ground level.

A zinc based primer should be applied before two layers of top coating. The colour of the top coating will be specified by the relevant CCC. The top coating shall be UV and weather resistant and suitable for galvanised steel poles.

No spray painting is allowed.

29.13 INSTALLATION OF CABLES. (SCHEDULE OF PRICES, CABLES, ITEM B.1.)

The unit rate [per metre (m)] for the installation of cables includes the installation of the cable and the earth wire (where applicable), the handling thereof in the excavations, pipes, sleeves or channels as well as the straightening of the cables.

The cost to draw up the route plans for the cables must be included in the unit rates for the installation of cables.

Cable theft protection devices will be supplied by the City and must be installed, only on the request of the Chief/Acting Chief Area Engineer or his/her authorised representative, at an approximate spacing of 10m.

Contractors are to take note of and comply with the provisions of the Occupational Health and Safety Act: 1993 regarding excavations.

Excavations, cable laying and backfilling operations shall be programmed to minimise damage and inconvenience to people due to open trenches, holes, dumped soil and stones.

All backfilling for trenches along sidewalks (pedestrian areas) shall be done in layers of 250 mm, each layer dampened and compacted mechanically so as to achieve a 90 % MOD AASHTO density.

All backfilling for trenches along trafficable areas (roads and property entrances) shall be done using stabilised C4 material in layers of 250mm, each layer dampened and compacted mechanically so as to achieve a 95 % MOD AASHTO density. A soil lab test shall be furnished for excavations at road crossings to prove compliance with this requirement.

Trenches are to be initially backfilled with a layer of selected backfill covering the cables to a depth of 200mm, of which 75mm shall be below the cables, remaining backfill is to be the previously excavated material.

29.14 JOINTING OF CABLES. (SCHEDULE OF PRICES, CABLES, ITEM B.2)

The unit rate (per joint) for the jointing of cables, includes the making of the joint, the installation of a Cable Joiner identification tag, the updating of the cable route plans, the performing of the necessary tests and all work which may be necessary to finish the jointing point properly. Only suitably qualified and experienced cable jointers working under the constant supervision of the contractor's responsible person (who must be a competent person as defined in the Health and Occupational Safety Act) may be used to perform the jointing tasks. Only competent personnel, as defined in the Occupational Health and Safety Act, may be used for jointing cables which are in close proximity of electrically energized equipment. This work must be carried out in compliance with the relevant section of the Occupational Health and Safety Act and the Ekurhuleni General Instructions, Operational Procedures and Policies. Jointing and terminating must be carried out strictly in accordance with the "jointing and terminating instructions" issued by the material manufacturer and the City's specific requirements.

The contractor must ensure that the cable tests clear before making any joints in the event of any possible further cable faults. The additional fault/faults must first be located before jointing is carried out.

It could be required from the contractor to make a test joint at his own cost before he will be allowed to perform cable joints on the City's distribution network.

Should a test joint be required, the contractor must supply the material for the joint.

Material will be supplied by the COE in terms of standard stock items or the COE standard Procurement Policy.

All joints shall be labelled by means of a plastic or non-corrosive metallic tag which shall be wrapped and secured around the cable at the location of the joint. The identification label shall clearly state the

Contractor's name, the jointer's initials and surname and the date the joint was made. This shall be left visible for the Engineer or his/her representative to inspect and approve.

29.15 TERMINATING OF CABLES. (SCHEDULE OF PRICES, CABLES, ITEM B.3)

The unit rate (per termination) for the terminating of cables includes the terminating of the cable, the installation of a Cable Jointer identification tag, the updating of the cable route plans, the execution of tests and any work which may be necessary to finish the terminating point properly. Only suitably qualified and experienced cable jointers working under the constant supervision of the contractor's responsible person (who must be a competent person as defined in the Occupational Health and Safety Act) may be used to perform the terminating tasks. Only competent personnel, as defined in the Occupational Health and Safety Act, may be used for terminating cables which are in close proximity of electrically energized equipment. This work must be carried out in compliance with the relevant section of the Occupational Health and Safety Act and the Ekurhuleni General Instructions, Operational Procedures and Policies. Jointing and terminating must be carried out strictly in accordance with the "jointing and terminating instructions" issued by the material manufacturer and the City's specific requirements.

This Item shall only be invoiced when a new termination is made on an existing cable or on a new cable.

This includes terminating cable in pole and point of supply.

It could be required from the contractor to make a test termination at his own cost before he will be allowed to perform cable terminating on the City's distribution network.

Should a test termination be required, the contractor must supply the material for the termination.

Material will be supplied by the COE in terms of standard stock items or the COE standard Procurement Policy.

29.16 CABLE FAULT ISOLATION, LOCATION AND PRESSURE TESTING. (SCHEDULE OF PRICES, CABLES, ITEM B.4.)

The unit rate (each) for cable fault location will only be payable on the successful indication of the actual fault to the satisfaction of the Head of Department: Energy or his authorized representative. The repair cost will be determined in terms of the Schedule of Prices.

Cable fault isolation **ITEM B4.2** shall be per circuit where the fault finding (isolation) was done to determine the two points/poles between where the fault is.

Cable faults are to be located within 24 hours after the cable has been isolated and identified.

The unit rate (each) for isolation shall include the disconnection and reconnection of the cable to be tested. The rate shall be one per circuit or fault occurrence.

On receipt of a test certificate, on site, the cable will be energised by an authorised operator of the Ekurhuleni Energy Department.

Please note that fault isolation, location and pressure testing can only be carried out under the constant supervision of an authorized operator of the Ekurhuleni Energy Department who will issue, on commencing of fault location, the permit/s and sign off the permit/s and commission the cable on successful completion. THE CONTRACTOR/SUB CONTRACTOR SHALL UNDER NO CIRCUMSTANCES COMMENCE WITH ANY FAULT LOCATION OR PRESSURE TESTING UNLESS HE/SHE WAS ISSUED WITH THE REQUIRED PERMIT/S, DULY COMPLETED AND SIGNED.

Working without a duly completed and signed permit is a contradiction of the Act and the contractor/sub contractor will take full responsibility in doing so.

THE FOLLOWING TEST METHODS AND PROCEDURES MUST BE ADHERED TO AT ALL TIMES:-

TEST PROCEDURES AND TEST EQUIPMENT

Specifications

The following specifications shall apply:

- LV - SANS 1507:90

The above test voltage shall be supplied to the successful bidder.

Procedure for insulation test

- Insulation testing of cables must be done with a DC pressure test set but the prescribed test voltage of 2 kV must not be exceeded.
- Both ends of the cable must be isolated with far end earthed initially for safety.
- Perform a phase to earth insulation test on each phase (the other two phases must be earthed during each test)
- Perform a phase-to-phase insulation test.

Procedure for continuity test

- Perform a continuity test on all phases, neutral and earth (the cable shall initially be earthed on the far end for safety purposes).
- Perform a continuity test on all three phases by means of:
 1. Time Domain Reflectometer TDR (Cable open on far end and thereafter earthed/shorted to confirm continuity)
 2. Voltage (Breaker/cable open on far end, and thereafter earthed to confirm earthed position)

Once continuity is confirmed and faulty phase/s is/are isolated, the technician shall confirm the type of fault present (short circuit fault, open circuit fault or high resistance fault).

Test Equipment (fault location) :

- Surge generators must have a minimum output of 5 kV (variac to adjust voltage from 0 kV to voltage required) with no less than 1000 Joules to prevent applying over voltage to the network. The surge voltage shall not exceed 3 kV.
- Fault location systems shall have a build in or stand alone filter (known names are ARM or SIM) to assist in quick and accurate pre-location.
- The Test System must have a high resistance scope with methods of ARM/SIM, impulse current, decay and Time Domain Reflectometer TDR. The scope must have a range of not less than 5 km.
- The test system shall have a ground microphone that is able to locate faults up to 6 m deep. The ground microphone shall give an indication of distance to fault reading, once in close vicinity of the fault.
- The test system must have its own independent power supply, by means of inverter or power generator.

29.17 REPLACEMENT OF LAMPS (SCHEDULE OF PRICES, ITEM C.1.)

This excludes the replacement of lamps on high masts.

Single replacement

The unit rate (each) for the replacement of single lamps shall include the cost to replace any faulty lamp with a new lamp and the cleaning of the bowl as well as the replacement of any damaged/missing bowls. The faulty lamps must be clearly marked with the pole number, street name and area from which it was removed and returned to the relevant depot for storage/disposal. The amount to be paid to the contractor will be determined by the number of clearly marked lamps returned.

29.18 STRAIGHTENING AND INSTALLATION OF POLES (SCHEDULE OF PRICES, ITEM C.2.)

The unit rate (per pole) for the straightening of existing leaning poles includes the excavating, backfilling, compacting around the pole and the transport of the pole to and from the relevant depot, to and from the site of installation.

The unit rate (per pole) for the Removal of damaged and installation of new poles includes the excavating for the removal of an existing damaged pole, the installation of the new pole, backfilling, compacting of the ground and the transport of the pole to and from the relevant depot, to and from the site of installation.

All poles shall be planted perfectly vertical and to the correct depth. The planting depth for a 9 m pole shall be 1, 8 m. After planting one half of the corrosion sleeve on the pole shall be above and one half below the natural ground level.

Installation and compacting must be done in terms of the COE General Instructions, Operational Procedures and Policies.

On completion of the work the site must be restored to its original form, cleared of all unwanted material which must be removed to a suitable dumping site.

The replacement of missing/damaged street light pole covers/pole mounted termination boxes.

The welding close of street light pole covers/pole mounted termination boxes, if required by the Chief/Acting Chief Area Engineer or his authorised representative.

The strapping of cable/s to the pole includes the stainless steel strapping at 300 mm intervals.

The successful bidder shall discard the broken cement and GRP poles in accordance the relevant waste management legislation.

Broken or scrapped steel poles shall be returned to the relevant Energy Department depot for recycling.

Bare overhead and aerial bundle conductor

The unit rate (per fault) includes for the location and repair of minor bare overhead conductor and aerial bundle conductor faults. (Typical examples of minor faults would be loose connections, broken/burnt off conductor, etc).

Span shall mean the distance between any two (2) adjacent poles. The unit rate (per span) includes the re-installation or new installation of the 25 – 95 mm² aerial bundle conductor to the required standard,

the connection of all the street lights and protective equipment to the conductor. The restoration of the site shall be to its original condition and the circuit tested, confirmed and certified that the street lights are functional. This would normally be in instances where aerial bundle conductor was stolen or damaged during an accident but excludes the installation of the conductor and connection of the street light luminaires when a pole has been replaced as detailed above.

Re-installation of bare overhead conductor to the required standard, the connection of all the street lights and protective equipment to the conductor, the restoration of the site to its original condition and the testing, confirmation and certification that the street lights are functional. This would normally be in instances where bare overhead conductor was stolen or damaged during an accident but excludes the installation of the conductor and connection of the street light luminaires when a pole has been replaced as detailed above.

29.19 REMOVAL AND INSTALLATION OF STREET LIGHT LUMINAIRES (SCHEDULE OF PRICES, ITEM C.3.)

The word Fitting or Luminaires shall refer to HID or LED.

The unit rate (each) for the mounting of new fittings includes the mounting of the street light bracket to the pole, the mounting of the fitting to the street light bracket and the electrical connection thereof. The installation and connection of the starting panels and the installation of the lamps must be included in the unit rate. The performing of the necessary tests on completion must be included in the unit rate.

The unit rate (each) for the replacement of existing fittings includes the removal of faulty or damaged fittings and the installation of new fittings. The cost of all electrical connections and the rewiring must be included. The installation and connection of the starting panels, photocells and lamps must be included. The performing of the necessary tests on completion of the installation must be included in the unit rate. The old fittings must be returned to the relevant depot. The fittings removed must be clearly marked with the pole number, street name and area from which it was removed and returned to the relevant depot for storage/disposal. The amount to be paid to the contractor will be determined by the number of clearly marked fittings returned.

29.20 STREET LIGHT CONTROL CIRCUITS AND CONTROL GEAR (SCHEDULE OF PRICES, ITEM C.4 to C.8.)

The unit rate (each) for the repair work to street light control circuits includes the following:-

The cost to locate the fault, replace/install a miniature circuit breaker on the control panel or pole, a fuse holder and fuse, a contactor on the control panel, a photo cell on the control panel or pole, ripple control receivers, timers, lightning arrestors, control equipment inside the luminaire and return the faulty item/s to the relevant depot. Any item replaced must be tagged with the work order number.

The cost to repair/replace must be same whether the equipment is mounted on a pole (in case of miniature substation) or close to the unit (in case of overheads).

After completion of the repair work, the whole street light supply area fed from this control circuit must be inspected to ensure that the whole area is functional. The cost of the inspection must be included in the unit rate.

The address should be neatly recorded on the work order form.

The control gear shall include the ignitor, ballast, lamp holder, capacitor. This must be considered as one complete unit.

29.21 RESETTING TRIPPED CIRCUIT BREAKER (SCHEDULE OF PRICES, ITEM C.9.)

The unit rate (per circuit breaker) includes the resetting of the circuit breaker in a street light supply area in order to return the area back to normal. Also included in the rate is the testing of the circuit with a suitable electrical meter to verify that there is no underlying fault that caused the circuit breaker to trip.

29.22 REMOVAL AND INSTALLATION OF STREET LIGHT BRACKETS (SCHEDULE OF PRICES, ITEM C.10.)

The unit rate (each) for the replacement of street light brackets includes the cost of replacing the faulty street light bracket with a new street light bracket. The faulty street light bracket must be delivered to the stores and the cost must be included in the unit rate. The street light bracket removed must be clearly marked with the pole number, street name and area from which it was removed and returned to the relevant depot for storage/disposal. The amount to be paid to the contractor will be determined by the number of clearly marked street light brackets returned.

The address must be neatly recorded on the work order form.

29.23 WIRING OF STREET LIGHT POLES (SCHEDULE OF PRICES, ITEM C.11.)

The unit rate for the wiring of street light poles includes the installation of the pole termination box (where required), the installation of the circuit breaker/fuse mounting plate, the installation of the connectors and the circuit breakers/fuses in the termination box/pole base, the mounting of the photocell on the fitting, where necessary, the termination of all cables in the pole, the installation of the pole/termination box cover and the installation of the conductors from the pole base to the fitting.

Welding close of the pole cover/pole termination box cover, if required by the Chief/Acting Chief Area Engineer of his authorised representative.

29.24 HIGH MAST MAINTENANCE, INSPECTIONS AND REPAIRS (SCHEDULE OF PRICES, ITEM C.12.)

The unit rate (**per luminaire**) for the repair work on high mast luminaires includes the costs to remove and repair/replace one or more and in any combination of the following components: - lamps, ballasts, ignitors, diffusers, circuit breakers, fuses, lamp holder, fitting, etc. The faulty items must be returned to the relevant work section and the cost must be included in the unit rate.

The unit rate (per luminaire) must also include consumables such as but not limited to GP wire, insulation tape, screws, nuts, bolts, washers, PVC glands and any strapping needed.

The cleaning of luminaires includes the cleaning as well as the replacement of any damaged or missing glass shield and the reflector.

The cost to lower and hoist the mast must be indicated separately.

The equipment removed must be clearly marked with the high mast number, street name and area from which it was removed and returned to the relevant depot for storage/disposal. The amount to be paid to the contractor will be determined by the number of clearly marked equipment returned.

The address shall be neatly recorded on the work order form.

Replacement of distribution board (SHEDULE OF PRICE, ITEM C12.1.6)

The distribution board shall be mounted on a suitable back plate and mounted to horizontal steel straps inside the mast.

Replacement of photo cell base and photocell (SHEDULE OF PRICE. ITEM C12.1.7)

A photo cell and NEMA base shall be placed on the splitter box on top of the mast or a replacement Pigmy type Waco P16 photocell maybe placed not less than 3 meters from the ground.

Replacement of trailing cable in high mast (SHEDULE OF PRICE ITEM C12.1.8)

The trailing cable is to be inserted without twists around the steel ropes. Two (2) cable clamps must be used to fix the cable to the steel ropes at the bottom and top to allow swivel movement of the cable. Also an anti-tangling protector to be installed at the bottom of the cable.

29.25 INSPECTION AND REPAIR OF HIGH MASTS IN COMPLIANCE WITH THE ACT (SCHEDULE OF PRICES, ITEM C.12.2.3.)

The structural integrity as well as all mechanical and electrical operation of various high masts in service shall be inspected as required by the OHS Act and other statutory codes of practice and the unit rate (per mast) shall include the following aspects: -

High Mast with luminaire ring suspended by cables/counter balance/base hinge/other:

1. Absence/presence of structural cracks in the steel structure.
2. Magnetic Particle inspection on the steel base support to detect structural cracks including base ring to mast welding, gusset to shaft weld, base plate to gusset weld. All cracks to be welded and treated on site.

Care should be taken when welding is performed on galvanised surfaces to ensure that the welded areas are treated against possible future corrosion by the application of a paint coating high in elemental zinc content or by the thermal spraying of zinc over the weld area.

3. Tightness of holding – down bolts/nuts, presence of locknuts.
4. Condition of concrete foundation.
5. Grouting around base.
6. Earthing connection.
7. Compliance of electrical circuits with safety legislation.
8. General corrosion inspection.
9. Inspection of lifting mechanism as per the attached inspection schedule.
10. Condition and operation of all ropes and safety chains on counterbalance masts.

A detailed report shall be submitted to the Chief/Acting Chief Area Engineer for consideration of the repairs to be carried out.

A full certificate of compliance and inspection dossier shall be supplied by the contractor to certify that the masts comply with all relevant statutory requirements and the OHS legislation (Section 35) as

required in **Annexure S3 (HIGH MAST LIGHTING MAINTENANCE / INSPECTION SCHEDULE AND CERTIFICATE)**.

Supply and Install new concrete foundation for high mast (SHEDULE OD PRICE, ITEM C12.3.3)

The unit rate shall include excavating of $\pm 13\text{m}^3$ of pickable soil; the steel reinforcing as per original mast manufacturer specifications; the holding down bolts, nuts and washers; 50mm access pipe; earthing as per regulation; backfilling, compacting and removal of access soil.

Supply Low Bed Heavy Duty Vehicle (HDV) (SHEDULE OF PRICE ITEM C12.3.4)

The rate (per hour) shall include a suitable Low Bed HDV for the transportation of the mast to the new location. The rate (per hour) shall include the qualified operator and travel to the site.

Supply of a Mobile Crane (suitable for High Mast rigging) (SHEDULE OF PRICE, ITEM C12.3.5)

The rate (per hour) is for a suitable mobile crane. The rate shall include the site establishment per mast and traveling. The mobile crane shall have a valid OHS C.O.C. The rigger shall have a valid rigging certificate as required by O.H.S act 85 of 1993. This must be made available to the Head of Department Energy or his representative on request.

Mast Inspection (SHEDULE OF PRICE ITEM C12.2.12 & C16.14)

The rate (per mast) shall include all transport costs; call out fees and labour to do a preliminary inspection on the mast. The successful bidder must give a preliminary report or quotation of work that must be done on the mast.

29.26 POLE STAY INSULATORS (SCHEDULE OF PRICES, ITEM C.13.)

All pole clamps, stay wires and anchors shall be galvanised and shall be suitable for the type of pole, size of aerial bundled conductor and span length of the particular situation. Stays and anchors shall be installed at an angle of 45 degrees to the horizontal. Care shall be taken to disturb as little of the ground around a hole for an anchor and the soil over an anchor shall be very thoroughly compacted with water added if necessary.

The unit rate (per stay) for the installation of a new pole stay as and when required by the Chief/Acting Chief Area Engineer or his/her authorised representative.

The unit rate (per insulator) for the installation of a stay insulator in an existing stay as and when required by the Chief/Acting Chief Area Engineer or his/her authorised representative.

29.27 TRIMMING OF TREES (SCHEDULE OF PRICES, ITEM C.14)

The unit rate (per tree) for the trimming of branches interfering with street light networks.

Where tree branches interferes or obstruct the route of the street light conductors to such an extent that it causes the tripping of the control circuit breaker (failure of the control circuit), the branches shall be cut back to such an extent that it will clear the street light conductors. The intent is not the prune the tree as a whole but only to prune the interfering branches.

The branches must be pruned to give the tree a pleasant appearance.

Unnecessary mutilation of trees must be avoided; no tearing will be allowed.

Branches that are in contact with overhead conductors shall not be cut whilst such conductors are alive. Necessary arrangements must be made with the Street Light Section for the respective CCC, to switch-off power where and when required. No work to be carried without a work permit.

Care must be taken to prevent the branches from falling onto pedestrians, vehicles or cause any obstruction and damages to infrastructure.

All branches should be tested for soundness and strength before standing on them.

Branch cutters to be used under direct supervision.

The safety clearance between live Low Voltage overhead lines and any part of a tool or any part of a person's body shall be ± 2.0 m (minimum). The safety clearance between live Medium / High Voltage overhead lines and any part of a tool or any part of a person's body shall be ± 4.0 m (minimum). **NO** trees shall be cut whilst Medium / High Voltage lines are alive.

No trees to be pruned in stormy weather conditions or where thunder is present.

Please obtain prior approval if it is necessary to enter private property.

All pruned tree branches to be removed from site **within (2) two days** and be disposed off in a legal manner by the contractor.

Tree pruning to be done in conjunction with the parks Section of a specific CCC.

29.28 AUDITING OF STREET LIGHT NETWORKS (SCHEDULE OF PRICES, ITEM C.15)

The unit rate (per pole/mast) includes the counting of poles/masts and luminaires and verification of the information with existing drawings.

The unit rate (per km of overhead line or cable within the given area) includes the capturing of non-existent overhead line information and the submission of drawings in the required electronic format. Detailed information such as pole sizes, pole numbers, luminaires detail, overhead line, cable detail, supply point detail, etc must be captured

The following information will be captured by the Contractor:

- Pole type
- Bracket type
- Pole length
- Pole number
- Luminaire details
- Overhead line detail (street light conductor)
- Supply cable detail
- Supply point information (Name & GPS co-ordinates)
- GPS co-ordinates of street light poles
- The electronic capturing of all the above on the COE GIS

29.29 STANDARDIZATION OF TERMINOLOGY USED IN AUDIT REPORTS

In order to avoid confusion, the following set of standard terms will be used in audit reports.

Steel pole	Fuse
Concrete pole	Contactor
Wood pole	Photocell
GRP pole	Luminaire
Pole cover plate	Lamp
Bracket, Single outreach,	Bowl/Lens
Bracket, Double outreach	Reflector
Overhead line, Aluminium	Ignitor
Overhead line, Copper	Capacitor
Overhead line, ABC (Aerial bundled conductor)	Ballast
Cable	Substation
Circuit Breaker	Miniature substation
Termination box (on pole)	Distribution box

The unit rate (per high mast) includes the capturing of non-existent high mast information and the submission of drawings in the required electronic format. Detailed information such as high mast type, high mast number, luminaire detail, cable detail, supply point detail, etc must be captured.

29.30 NUMBERING OF POLES

Stencilling should be done with UV resistant light reflecting paint to be visible at night time and should be compatible with the galvanizing of the steel pole.

A yellow background shall be painted around the circumference of the pole and extend approximately 50mm above and below the number which shall be black on the yellow background.

All paint used shall be compatible with the surface of and the pole material

Stencilling should be at a minimum of 2.5m from the ground, the stencilling for one letter or number shall have a minimum height of 75mm and a width of 50mm.

Definition of pole number: (for street lighting installations)

A number consisting of a single or multiple digits only (1, 100

29.31 STRAIGHTENING OF STREETLIGHT FITTINGS AND HIGH MAST FITTINGS

The luminaire shall be realigned horizontally viewed from the front. This Item shall only be invoiced when a specific job card is issued or instruction given from COE representative for the straightening of the luminaire.

29.32 RESTORATION AND CLEANING UP

Upon completion of work or any portion thereof the ground, paved, concreted or tarred areas, fences and any other structures, which have been interfered with, shall be carefully restored to their original condition. All rubble, rubbish, tools, tackle, plant and materials shall be removed and the whole of the works or each completed portion thereof shall be left in a neat, orderly and working condition.

29.33 EARTHING

The common neutral / earth support conductor of each low voltage aerial bundled conductor feeder shall be earthed at every pole by means of a 35mm² stranded copper conductor linking the common neutral / earth support conductor to the street light mounting bracket clamp on the pole or by using a 6mm thick x 38mm long fully threaded “self drilling” screws. Suitable crimped lugs shall be used at the clamp or when the “self drilling” screws are used.

It is of vital importance to connect and reconnect all separate earth conductors found at a specific pole to the common neutral / earth support conductor of the Aerial Bundle Conductor.

Test for the earth resistance should be carried out in accordance with the method described in SANS 0199.

Earthing of the system should be carried out in accordance with NRS 016, SANS 0142 and SANS 0198.

Allowance shall be made for the supply and installation of the various earthing requirements as listed hereunder:

- **Regulation 13 of the Electrical Machinery Regulation of the OHS Act, 1993.** This regulation details the items of equipment at any premises that shall be earthed and also the responsibilities of the supply authority and the occupier/owner of the premises to correct such items that are found, during tests, not to be earthed.
- **SANS 016** recommends methods for the earthing of distributors with particular attention to the service connection and the supply neutral conductor.
- **SANS 0142.** A section of SANS 0142 details the materials and methods that can be used for earthing during the wiring of premises, whether it be one room or a block of flats or offices. It also details the responsibilities and certification requirements of wiring contractors.
- **SANS 0198-3** covers general provisions for the earthing of electric power cables and apparatus in which the cables are terminated.
- **SANS 0198-5** details the method of determining the thermal and electrical resistivity of soil, in order to select the most suitable type(s) of earthing electrodes.
- **SANS 0198-12** covers the installation of earthing systems. Reference is made to methods of providing an earth electrode. The earthing of metal cable components is covered in detail.
- **SANS 0199** details methods used to design and install a suitable earth electrode and to reduce the earth resistance if, during post-installation tests, it is found to high.

29.34 SPORT FIELD LIGHTING (SCHEDULE OF PRICES ITEM (C.16))

The word Fitting or Luminaires shall refer to HID or LED.

The unit rate for the repair work on sport fields luminaires includes the costs to remove and repair/replace one or more and in any combination of the following components: - lamps, ballasts, ignitors, diffusers, circuit breakers, fuses, lamp holder, fitting, etc. The faulty items must be returned to the relevant work section and the cost must be included in the unit rate.

The cleaning of luminaires includes the cleaning as well as the replacement of any damaged or missing glass shield and the reflector.

The equipment removed must be clearly marked with the high mast number, street name and area from which it was removed and returned to the relevant depot for storage/disposal. The amount to be paid to the contractor will be determined by the number of clearly marked equipment returned.

The address shall be neatly recorded on the work order form.

Annexure S2

Job Creation info			
Technician Assigned	Supervisor	Job Card Status	Distribution Status
User		Job Card Resolved	Pending

Case Address Information			
Street Number	Street Name	Township	City
28	Test Street	Test Street	Ekurhuleni

Case Information			
Fault Code	Service Type	Service Failure	Severity
WS2.2	WATER AND SANITATION	Response to and resolution of sewer complaints	High
Case Description	Region	Area	
test	Unallocated	Unallocated	
Supervisors Message			

Job Data

Start time	End time	Cause	Activity	Is Completed	Additional Comments

Pay No.	First Name	Last Name	Start Date	End Date
12345	Site Worker	Worker	2022-11-16 15:34	2022-11-16 0:0

Material	Item Code	Unit Qty	Measurement
Manhole	12345	1	Other

Vehicle Reg No.	Vehicle Fleet No.	Start Date	Start KM Reading	End Date	End KM Reading

Job Card Resolution	
Started Date: 2022/10/27 9:54:58 AM	Completed Date: 2022/11/16 3:37:15 PM

Annexure S3

**CITY OF EKURHULENI
HIGH MAST LIGHTING MAINTENANCE / INSPECTION SCHEDULE AND CERTIFICATE**

Mast location and number: Inspection date: Time:
Inspector:

Stage	Operation	Remark/Faults	Stage	Operation	Remarks/Faults
1.	Check rope stops: Top and bottom markers.		11.	Check luminaires lens clips for security.	
2.	Check rope thimble terminations and clamps.		12.	Check electric cabling and wiring at luminaire carriage.	
3.	Inspect rope lay on winch drum for frays, kinks, etc.		13.	Check all electrical items on mast, not covered at stage 12.	
4.	Check winch and its attachments to mast for security and safety.		14.	Remove all lamps and clean.	
5.	Examine gears, guide pulleys and sheaves on winch assembly.		15.	Clean luminaires optical system and lenses.	
6.	Check gearbox oil and lubrication.		16.	Check lamp holder contact points for pressure and cleanliness.	
7.	Ensure that winch locking device is free to engage under own weight.		17.	Test lamps, ignitors and control gear.	
8.	Lowering the luminaire carriage: Checking that the winch runs smoothly and hoisting ropes are free and undamaged.		18.	Raising luminaires: Check guide wheels and guides. Docking station guides and electrical contact plugs.	
9.	Inspect winch drum and ensure that a minimum of four turns of rope remain on the winch drum.		19.	Lowering luminaire: Check antispin device, termination plate, hook bolts and split pins.	
10.	Inspect rope attachments to luminaire carriage for wear, corrosion deterioration and security.		20.	Check pulleys, sheaves and shafts, if secure and sound.	

SIGNED:

INSPECTOR: DATE: RESPONSIBLE ENGINEER:

DATE:

OPERATIONS OFFICER:

DATE: