



City of Ekurhuleni

ENERGY DEPARTMENT

CONTRACT NUMBER: A-EE 12-2026

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, ISSUED IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000), AND PUBLISHED IN GOVERNMENT GAZETTE NO. 47452 OF 4 NOVEMBER 2022)

THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

CIDB GRADING: 5EP OR 4EPPE 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. Ronald Ndou Email: Ronald.Ndou@ekurhuleni.gov.za	Department: Energy Head Office Energy Corporate Office Trichardts Road BOKSBURG 1460 Dr. Tshilidzi Thenga Email: Ronald.Ndou@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.

CITY OF EKURHULENI

DEPARTMENT NAME: **ENERGY**

CONTRACT NO: **A-EE 12-2026**

FOR **THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY,
DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE
HIGHMAST 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

DEPARTMENT NAME: **ENERGY**

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FOR **THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

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CITY OF EKURHULENI

DEPARTMENT NAME: ENERGY

CONTRACT NO: A-EE 12-2026

*FOR THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY,
DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE
HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF
AWARD UNTIL 30 JUNE 2029*

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: 23 OCTOBER 2026

CITY OF EKURHULENI

Bids are hereby invited for the following:

ENERGY DEPARTMENT

Operations and Maintenance

CONTRACT NO.:
A-EE 12-2026

DESCRIPTION:
The appointment of Electrical Contractors for the Supply, Delivery and Commissioning of 25m Counter-Balance Highmast on an as-and-when required basis from date of award until 30 June 2029

CLOSING DATE:
08 DECEMBER 2026

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 5EP class of construction work. Enterprises who have a 4EPPE 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 **08 DECEMBER 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. Ronald Ndou at e-mail address: Ronald.Ndou@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 12-2026	CLOSING DATE:	08 DECEMBER 2026	CLOSING TIME: 10:00 am
DESCRIPTION	The appointment of Electrical Contractors for the Supply, Delivery and Commissioning of 25m Counter-Balance Highmast 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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL ORIGINAL SWORN AFFIDAVIT	☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ 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	Ronald Ndou
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		Ronald.Ndou@ekurhuleni.gov.za	

MBD 1: PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE 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.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 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. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> 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.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
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3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

**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	The bid documents issued by the Employer comprise: THE BID Part T1 Bidding procedures. Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules THE CONTRACT Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity Part C3 Scope of Works C3 Scope of Works Part C4 Site Information C4 Site Information

Clause number	Data
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's agent is: Name: Address: Tel: Fax: E-mail:
F.2.1 ELIGIBILITY	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. 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 5 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: (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. Joint Ventures are eligible to submit bids provided that: (1) each member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation in the 4 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 5 EP class of construction work.
F.2.7 CLARIFICATION MEETING	The arrangements for an information session are: Not Applicable There are no clarification meetings.
F.2.12 ALTERNATIVE TENDER OFFERS	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. 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

Clause number	Data
	set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified 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.
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	The <u>whole original</u> bid document, <i>as issued by the COE</i>, shall be submitted. 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. Bids may only be submitted on the Bid documentation issued by the COE.
F.2.13.5 SUBMITTING A TENDER OFFER	The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are: Location of bid box: Bid box number FIVE (05) Physical address: Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal street Identification details: Contract Number: A-EE 12-2026 THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029.
F.2.15 CLOSING TIME	The closing time for submission of bid offers is: 10:00 on 08 DECEMBER 2026 Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
F.2.16 TENDER OFFER VALIDITY	The bid offer validity period is 120 days

Clause number	Data
F.2.18 PROVIDE OTHER MATERIAL	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided for the following inspections, tests and analysis: Not applicable
F.2.23 CERTIFICATES	The bidder is required to submit with his bid. (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) A TCS pin number thereof, issued by the South African Revenue Services; (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. (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. (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. (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.
F.3.4 OPENING OF BID SUBMISSIONS	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								
F.3.5 TWO- ENVELOPE SYSTEM	A two-envelope procedure will not be followed.								
F.3.9 3.9.1 ARITHMETICAL ERRORS	Replace the contents of the clause with the following: “Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. 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> 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. Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.”								
F.3.11 EVALUATION OF BID OFFERS	The preference procedure for evaluation of responsive bid offers shall be the 90/10-point preference system, being a maximum of 90 points for price and a maximum of 10 points for specific goal/s in accordance with Preferential Procurement Regulations, 2022. EVALUATION CRITERIA <table border="1"> <thead> <tr> <th>EVALUATION ASPECT</th><th>MINIMUM REQUIREMENTS</th></tr> </thead> <tbody> <tr> <td>CIDB</td><td>5EP or 4EPPE or Higher</td></tr> <tr> <td>Infrastructure and resources available – Plant and Equipment (owned or leased)</td><td>(x1) Crane Truck (minimum GVM: 3 500kg)</td></tr> <tr> <td>Staffing profile</td><td> Project Engineer (x1) - Professional registration with Engineering Council of South Africa as a Professional Engineer or Professional Technologist (Civil OR Structural) in terms of the Engineering Profession Act (Act No 46 of 2000). - Bachelor's degree in civil engineering OR in Technology (Civil OR Structural) Crane Truck Driver (x1) - Valid Code C1 Driver's License with Valid PrDP. </td></tr> </tbody> </table>	EVALUATION ASPECT	MINIMUM REQUIREMENTS	CIDB	5EP or 4EPPE or Higher	Infrastructure and resources available – Plant and Equipment (owned or leased)	(x1) Crane Truck (minimum GVM: 3 500kg)	Staffing profile	Project Engineer (x1) - Professional registration with Engineering Council of South Africa as a Professional Engineer or Professional Technologist (Civil OR Structural) in terms of the Engineering Profession Act (Act No 46 of 2000). - Bachelor's degree in civil engineering OR in Technology (Civil OR Structural) Crane Truck Driver (x1) - Valid Code C1 Driver's License with Valid PrDP.
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		- Valid Hydraulic Mobile Crane Operator certificate with Code C43 (Units standard 116254) Certificate Hydraulic Mobile Crane Operator(x1) Only required if crane truck driver does not have the following: - Valid Hydraulic Mobile Crane Operator certificate with Code C43 (Unit standard 116254) Certificate Note: where the bidder provided hydraulic mobile crane operator certificate with code C33 or C35 or C37 or C39 (Unit standard 116254), then the bidder shall provide a minimum valid code C driver's licence with valid PrDP.
	Financial Ability (Ability to Deliver)	R650 000
	Relevant previous Company Experience – Completed Project	One (01) contactable reference where the bidder completed electrical project in supply, delivery, installation, and commissioning of 25M counter-balance high-mast project within the past 5 years.
	Product Certification and Capabilities	Original Equipment Manufacturer / Authorised Distributor's authorization Letter confirming that the OEM / distributor will supply the high mast to the bidding entity. NB: Where the bidder provides an authorised distributor letter, the bidder shall also provide the OEM letter confirming the authorisation of the distributor.
	Accreditation	Registration as an Electrical Contractor with the Department of Labour in line with the Occupational Health and Safety Act No. 85 of 1993, and in terms of regulation 6(2) of the Electrical Installation Regulations, 2009 or such latest Regulations.
Bidders that do not meet the minimum requirements will be rejected and not evaluated further. <u>REQUIRED DOCUMENTS:</u> BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID: Infrastructure and Resources Available – Plant and Equipment (Owned or Leased) The bidder must submit proof of ownership or a lease agreement, or a letter of intent to lease signed by both the lessor and the lessee, for one (1) of each of the following required plant and equipment: - Where plant and equipment are leased or intended to be leased, proof of ownership of the lessor's plant and equipment must also be submitted. - The lease agreement or letter of intent to lease must be signed by both the lessor and the lessee - The lease agreement or letter of intent to lease must explicitly identify the required plant and equipment listed below. ○ (x1) Crane Truck (minimum GVM: 3 500kg)		

	Financial Ability (Ability to Deliver) 1. Proof of Access to Credit or Financing A letter or statement from a registered financial institution, issued not more than six (6) months before the bid closing date, R650 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 bid closing date, showing available funds of at least R650 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 Development Finance Institution (DFI), issued not more than six (6) months before the bid closing date, confirming funding of at least R650 000. Staffing profile Project Engineer (x1) • Copy of a professional registration with Engineering Council of South Africa as a Professional Engineer or Professional Technologist (Civil OR Structural) in terms of the Engineering Profession Act (Act No 46 of 2000). • Copy of a bachelor's degree in Civil Engineering OR in Technology (Civil OR Structural) • CV demonstrating experience in Civil Engineering projects Crane Truck Driver (x1) • Copy of a valid Code C1 Driver's License with Valid PrDP. • Copy of a valid Hydraulic Mobile Crane Operator certificate with Code C43 (Units standard 116254) Certificate Hydraulic Mobile Crane Operator(x1) Only required if crane truck driver does not have the following: • Valid Hydraulic Mobile Crane Operator certificate with Code C43 (Units standard 116254) Certificate Note: where the bidder provided hydraulic mobile crane operator certificate with code C33 or C35 or C37 or C39 (Unit standard 116254), then the bidder shall provide a minimum valid code C driver's licence with valid PrDP. Please Note: - Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.
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- 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 (if applicable).
- The City of Ekurhuleni reserves the right to verify the submitted documents.

Relevant previous Company Experience – Completed Project

- One (01) Signed reference letter **AND** Completion Certificate on the **Bidder's Client Letter Head (The Signed reference letter AND Completion Certificate 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 the bidder has completed electrical project in supply, delivery, installation, and commissioning of 25M counter-balance high-mast project within the past 5 years.

Product Certification and Capabilities

- Original Equipment Manufacturer / Authorised Distributor's authorization Letter confirming that the OEM / distributor will supply the high mast to the bidding entity.

NB: Where the bidder provides an authorised distributor letter, the bidder shall also provide the OEM letter confirming the authorisation of the distributor.

Accreditation

- Registration as an Electrical Contractor with the Department of Labour in line with the Occupational Health and Safety Act No. 85 of 1993, and in terms of regulation 6(2) of the Electrical Installation Regulations, 2009 or such latest Regulations.

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

SPECIFIC GOAL REQUIREMENT

Points awarded for Specific Goal/s

In terms of Regulation 4 (2) and 5 (2) 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
An enterprise which is at least 50% owned by people who are Youth	Identity document (certified not older than 6 months)	4
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
EME	Original Sworn Affidavit/Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	2

	Enterprise situated within the Ekurhuleni demarcation.	Municipal Account, Lease Agreement or Affidavit The bidder must submit one (1) of the following, in the name of the enterprise: - A municipal account, issued not more than three (3) months before the bid closing date; OR - A valid lease agreement; OR - An affidavit from the lessor confirming that the bidder occupies the premises, signed by the lessor.	3
	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
	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.		
F.3.13.1 ACCEPTANCE OF BID OFFER	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.		
F.3.18 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by the Employer is one .		
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	The additional conditions of bid are: - 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. - 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. - Bidders must note that this bid shall be awarded to a maximum of (3) bidders. - Bidder must provide a rate against each line item within the BOQ. Any line item where no rate is entered against shall render the bid non-responsive. - Work will be allocated to the appointed panel in a fair, transparent, and structured manner and preference will be given to the highest scoring bidder in relation to value of work. - 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) NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.
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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	$A = \frac{(1 + (P - P_m))}{P_m}$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = \frac{(1 - (P - P_m))}{P_m}$	$A = P_m / P$
^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:

$$N_Q = W_2 \times S_Q / M_S$$

where: S_Q 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:

- is not under restriction, or has principals who are under restriction preventing participation in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- 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.

CITY OF EKURHULENI

DEPARTMENT NAME: **ENERGY**

CONTRACT NO: **A-EE 12-2026**

FOR **THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY,
DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE
HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF
AWARD UNTIL 30 JUNE 2029**

PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID
EVALUATION PURPOSES
- T2.2 OTHER DOCUMENTS REQUIRED FOR BID
EVALUATION PURPOSES
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED
IN THE CONTRACT
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN
THE CONTRACT

NOTE:

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid.

All the documents indicated on Part T1, must be completed and signed where applicable and submitted as a complete set of documents.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.1.1:	SCHEDULE OF CONSTRUCTION PLANT
FORM 2.1.2:	SIZE OF ENTERPRISE AND CURRENT WORKLOAD.....
FORM 2.1.3:	STAFFING PROFILE.....
FORM 2.1.4:	PROPOSED KEY PERSONNEL
FORM 2.1.5:	SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER.....
FORM 2.1.6:	FINANCIAL ABILITY TO EXECUTE THE PROJECT.....
FORM 2.1.7:	JOINT VENTURE/CONSORTIUM AUTHORITY
FORM 2.1.8:	SCHEDULE OF PROPOSED SUB CONTRACTORS.....
FORM 2.1.9:	FINANCIAL REFERENCES (not required if CIDB grading applies)
FORM 2.1.10	DETAILS OF ALTERNATIVE BIDS SUBMITTED.....
FORM 2.1.11	AMENDMENTS & QUALIFICATIONS BY BIDDER.....
FORM 2.1.12	LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER RESULTING IN DEVIATIONS FROM SPECIFIED WORK.....

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Infrastructure and resources available	
Plant and Equipment (owned or leased)	• (x1) Crane Truck (minimum GVM: 3 500kg)

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Infrastructure and Resources Available – Plant and Equipment (Owned or Leased)

The bidder must submit proof of ownership or a lease agreement, or a letter of intent to lease signed by both the lessor and the lessee, for one (1) of each of the following required plant and equipment:

- Where plant and equipment are leased or intended to be leased, proof of ownership of the lessor's plant and equipment must also be submitted.
- The lease agreement or letter of intent to lease must be signed by both the lessor and the lessee.
- The lease agreement or letter of intent to lease must explicitly identify the required plant and equipment listed below.
 - (x1) Crane Truck (minimum GVM: 3 500kg)

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
Crane Truck	

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.

Physical facilities

Description	Address	Area (m²)

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	Project Engineer (x1) - Professional registration with Engineering Council of South Africa as a Professional Engineer or Professional Technologist (Civil OR Structural) in terms of the Engineering Profession Act (Act No 46 of 2000). - Bachelor's degree in civil engineering OR in Technology (Civil OR Structural) Crane Truck Driver (x1) - Valid Code C1 Driver's License with Valid PrDP. - Valid Hydraulic Mobile Crane Operator certificate with Code C43 (Units standard 116254) Certificate Hydraulic Mobile Crane Operator(x1) Only required if crane truck driver does not have the following: - Valid Hydraulic Mobile Crane Operator certificate with Code C43 (Unit standard 116254) Certificate Note: where the bidder provided hydraulic mobile crane operator certificate with code C33 or C35 or C37 or C39 (Unit standard 116254), then the bidder shall provide a minimum valid code C driver's licence with valid PrDP.

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
Project Engineer						
Crane Truck Driver						
Hydraulic Mobile Crane Operator						

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Project Engineer (x1)

- Copy of a professional registration with Engineering Council of South Africa as a **Professional Engineer** or **Professional Technologist (Civil OR Structural)** in terms of the Engineering Profession Act (Act No 46 of 2000).
- Copy of a bachelor's degree in Civil Engineering **OR** in Technology (**Civil OR Structural**)
- CV demonstrating experience in Civil Engineering projects

Crane Truck Driver (x1)

- Copy of a valid Code C1 Driver's License with Valid PrDP.
- Copy of a valid Hydraulic Mobile Crane Operator certificate with Code C43 (Units standard 116254) Certificate

DESIGNATION	NAME & SURNAME	NATIONALITY:	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	PRESENT OCCUPATION
Hydraulic Mobile Crane Operator(x1) Only required if crane truck driver does not have the following: - Valid Hydraulic Mobile Crane Operator certificate with Code C43 (Units standard 116254) Certificate Note: where the bidder provided hydraulic mobile crane operator certificate with code C33 or C35 or C37 or C39 (Unit standard 116254), then the bidder shall provide a minimum valid code C driver's licence with valid PrDP. 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 (if applicable). - The City of Ekurhuleni reserves the right to verify the submitted documents. NB! Failure to submit the above-mentioned documents will result in disqualification.						

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Relevant previous Company Experience – Completed Project	One (01) contactable reference where the bidder completed electrical project in supply, delivery, installation, and commissioning of 25M counter-balance high-mast project within the past 5 years.
Product Certification and Capabilities	Original Equipment Manufacturer / Authorised Distributor's authorization Letter confirming that the OEM / distributor will supply the high mast to the bidding entity. NB: Where the bidder provides an authorised distributor letter, the bidder shall also provide the OEM letter confirming the authorisation of the distributor.
Accreditation	Registration as an Electrical Contractor with the Department of Labour in line with the Occupational Health and Safety Act No. 85 of 1993, and in terms of regulation 6(2) of the Electrical Installation Regulations, 2009 or such latest Regulations.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Relevant previous Company Experience – Completed Project

- One (01) Signed reference letter **AND** Completion Certificate on the **Bidder's Client Letter Head** (**The Signed reference letter AND Completion Certificate 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 the bidder has completed electrical project in supply, delivery, installation, and commissioning of 25M counter-balance high-mast project within the past 5 years.

Product Certification and Capabilities

- Original Equipment Manufacturer / Authorised Distributor's authorization Letter confirming that the OEM / distributor will supply the high mast to the bidding entity.

NB: Where the bidder provides an authorised distributor letter, the bidder shall also provide the OEM letter confirming the authorisation of the distributor.

Accreditation

- Registration as an Electrical Contractor with the Department of Labour in line with the Occupational Health and Safety Act No. 85 of 1993, and in terms of regulation 6(2) of the Electrical Installation Regulations, 2009 or such latest 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)	R650 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 or statement from a registered financial institution, issued not more than six (6) months before the bid closing date, confirming that the bidder has access to credit or financing of at least **R650 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 bid closing date, showing available funds of at least **R650 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** Development Finance Institution (DFI), issued not more than six (6) months before the bid closing date, confirming funding of at least **R650 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 12-2026]**, with **Description [THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST 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 SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST 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

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

CITY OF EKURHULENI

DEPARTMENT NAME: **ENERGY**

CONTRACT NO: **A-EE 12-2026**

FOR

**THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY,
DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST
ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30
JUNE 2029**

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

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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
☐	☐

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.
(Tick applicable box)

YES	NO

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 ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (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 ☐	No ☐
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

A-EE 12-2026

**THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND
COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED
BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF EKURHULENI

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

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 declaration must form part of all bids where local production and content has been included as a specific goal in terms of the Preferential Procurement Regulations, 2022. 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, a two stage bidding process may be followed for bids in which local production and content has been included as a specific goal, where the first stage involves assessment against the stipulated minimum threshold for local production and content and the second stage evaluates price and the applicable specific goal(s).
- 1.2. A person awarded a contract in which local production and content has been included as a specific goal, 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 <https://www.thedtic.gov.za> at no cost.

- 1.4. A bid may not be given points for specific goals 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 identified by the Municipality, having regard to any sector designations or guidelines published by the Department of Trade, Industry and Competition (the dtic), in line with national development and industrial policies for local production, where local production and content has been included as a specific goal and only locally produced services, works or goods or locally manufactured goods meeting the stipulated minimum threshold will be awarded points for that specific goal;
- 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, expressed as a percentage, required to qualify for the maximum points allocated to the specific goal, as determined by the Municipality having regard to any guidelines issued by the Department of Trade, Industry and Competition (the dtic); 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:

Description of services, works or goods	Stipulated minimum threshold
High-mast steel structure	100%
LV electrical cable	90%
Electrical and telecom cables	90%
Steel stay wire	100%
Cement	100%

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.3 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		NO	
-----	--	----	--

- 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 Department of Trade, Industry and Competition (the dtic) must be informed accordingly in order for the dtic 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 <https://www.thedtic.gov.za>. 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 / Municipality / Municipal Entity imposing any or all of the remedies available to it in terms of the Municipality's Supply Chain Management Policy, the applicable General Conditions of Contract, and any other applicable law, including the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Preferential Procurement Regulations, 2022 made thereunder.

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PLEASE NOTE:

ANNEXURE C MUST BE COMPLETED TO QUALIFY FOR POINTS ALLOCATED TO SPECIFIC GOALS.

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No. A-EE 12-2026									Note: VAT to be excluded from all calculations	
(C2)	Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029										
(C3)	Designated product(s)										
(C4)	Tender Authority:		CITY OF EKURHULENI								
(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)
BILL ITEM													
	4	Provision of the High – mast structure								280			
	7	Foundation Installation (shall include all necessary materials pertaining foundation casting)								280			

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No. <i>A-EE 12-2026</i>									Note: VAT to be excluded from all calculations	
(C2)	Tender description: <i>THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029</i>										
(C3)	Designated product(s)										
(C4)	Tender Authority:		CITY OF EKURHULENI								
(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)
	9	Base Plate Grouting								280			
	27	Install 110mm sleeve pipe								70			

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No. A-EE 12-2026											Note: VAT to be excluded from all calculations
(C2)	Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029											
(C3)	Designated product(s)											
(C4)	Tender Authority:	CITY OF EKURHULENI										
(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)
	28	Horizontal drilling / Hydraulic Ram 1m below road surface including installation of 110 mm sleeve								50			
	34	Supply Concrete								120			

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No. A-EE 12-2026											Note: VAT to be excluded from all calculations
(C2)	Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029											
(C3)	Designated product(s)											
(C4)	Tender Authority:	CITY OF EKURHULENI										
(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)
	39	Prepare site, Install Kiosk complete with Plinth.								75			
	40	Install LV Cable in ground 6- 95 mm ²								500			

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No. A-EE 12-2026											Note: VAT to be excluded from all calculations
(C2)	Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029											
(C3)	Designated product(s)											
(C4)	Tender Authority:	CITY OF EKURHULENI										
(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)
	41	Install 16- 35mm ² 2/4-core ABC Cable complete with stay wire.								150			
	42	Install complete stay wire								2			

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No. A-EE 12-2026									Note: VAT to be excluded from all calculations				
(C2)	Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029													
(C3)	Designated product(s)		CITY OF EKURHULENI											
(C4)	Tender Authority:													
(C5)	Tendering Entity name:													
(C6)	Tender Exchange Rate:													
(C7)	Specified local content %		Pula			EU			GBP			USD		

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)
										(C20) Total tender value			
Signature of tenderer from Annex B											(C21) Total Exempt imported content		
											(C22) Total Tender value net of exempt imported content		

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No. <i>A-EE 12-2026</i>											Note: VAT to be excluded from all calculations	
(C2)	Tender description: <i>THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029</i>												
(C3)	Designated product(s)												
(C4)	Tender Authority:	CITY OF EKURHULENI											
(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)
												(C23) Total Imported content	
												(C24) Total local content	

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No. A-EE 12-2026									Note: VAT to be excluded from all calculations	
(C2)	Tender description: THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029										
(C3)	Designated product(s)		CITY OF EKURHULENI								
(C4)	Tender Authority:										
(C5)	Tendering Entity name:										
(C6)	Tender Exchange Rate:										
(C7)	Specified local content %		Pula			EU		GBP		USD	

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:												(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.	A-EE 12-2026	Note: VAT to be excluded from all calculations	
(D2)	Tender description:	THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029.		
(D3)	Designated Products:			
(D4)	Tender Authority:			
(D5)	Tendering Entity name:			
(D6)	Tender Exchange Rate:	Pula	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	

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	

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						

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

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	A-EE 12-2026	Note: VAT to be excluded from all calculations
(E2)	Tender description:	THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029.	
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(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 12-2026**

FOR **THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY,
DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST
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 bidden 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	☐
NO	☐

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 the evaluation of tenders must be inclusive of all applicable taxes, in accordance with Regulations 4(1) and 5(1) of the Preferential Procurement Regulations, 2022. "Price" means an amount of money tendered for goods or services and includes all applicable taxes, less all unconditional discounts.

All applicable taxes include Value Added Tax (VAT), where applicable, and any other taxes that the tenderer is required to pay in terms of applicable tax legislation. Accordingly, all applicable taxes must be included in the tendered price.

With effect from 1 April 2026, compulsory VAT registration applies where the total value of taxable supplies exceeds R2.3 million in any consecutive 12-month period, or where it is reasonably expected to exceed the prescribed threshold. The voluntary VAT registration threshold is R120,000 per annum, subject to the requirements and exceptions prescribed by SARS and applicable legislation.

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

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
An enterprise which is at least 50% owned by people who are Youth	Identity document (certified not older than 6 months)	4
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
EME	Original Sworn Affidavit/Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	2

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account, Lease Agreement or Affidavit The bidder must submit one (1) of the following, in the name of the enterprise: - A municipal account, issued not more than three (3) months before the bid closing date; OR - A valid lease agreement; OR - An affidavit from the lessor confirming that the bidder occupies the premises, signed by the lessor.	3
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
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:

.....

.....

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 :

DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS , COMPANY DIRECTORS, TRUSTEES,
(In the event of a joint venture/ consortium, to be completed by all of the above of the joint venture/ consortium partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

EQUITY OWNERSHIP – (COMPULSORY)

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.
In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen- ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS

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 12-2026

*FOR THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY,
DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE
HIGHMAST 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 12-2026

FOR THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST 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 Email Address: ronald.ndou@ekurhuleni.gov.za
Documents forming the Contract listed in the order of priority	1.1.1	
(a) The Agreement		C1.1 FORM OF OFFER AND ACCEPTANCE
(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	30 June 2029
Law of the Contract	1.4	The Law of the Republic of South Africa
Language	1.5	The language of the contract for written communications shall be ENGLISH
Provision of Site	2.1	Various site to be provided by the Employer
Authorised person	3.1	Mr TI Mulaudzi and/or such other person(s) as may be appointed to act on behalf of the Employer: Boksburg Civic Centre Trichardt Road Boksburg 1461 P.O. Box 215 Boksburg 1460

Item	Sub-Clause	Data															
Name and address of the Employer's representative	3.2	To be advised after award of contract															
Performance Security/Liability of guarantee:	4.4	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: (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; Guarantees will be required as follows: <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 7 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		FORMULAS: For invoices pertaining work covered under Highmast Installation i.e. items 1 to 18, shall be subject to the following formula: $Ra = Rt(0,10F + 0,20Ln + 0,10Pn + 0,15Rn + 0,45Sn)$ $(Lo \quad Po \quad Ro \quad So)$ Where Ra = Contract Rate after adjustment. Rt = Contract Rate before adjustment as stipulated in the Tender. F = Fixed portion of the quoted price L = The SEIFSA Index of Actual Labour Cost (Table C3 of SEIFSA Price and Index pages) P = The CSS (Central Statistical Service) Consumer Price Index (Table D-1 of SEIFSA Price and Index pages) R = The SEIFSA Index of Road Freight Costs (Table L-2 of SEIFSA Price and Index pages)															

Item	Sub-Clause	Data
		S = The Steel Merchant Price for Unequal Angles (Table E-EX of SEIFSA Price and Index pages) For invoices pertaining work covered under Provision for Power Supply i.e. Items 19 to 48, shall be subject to the following formula: $Ra = Rt (0.10F + 0.50Ln + 0.30Rn + 0.10En) \\ (Lo \quad Ro \quad Eo)$ Where Ra = Contract Rate after adjustment. Rt = Contract Rate before adjustment as stipulated in the Tender. F = Fixed portion of the quoted price L = The SEIFSA Index of Actual Labour Cost (Table C3 of SEIFSA Price and Index pages) R = The SEIFSA Index of Road Freight Costs (Table L-2 of SEIFSA Price and Index pages) E = The CSS (Central Statistical Service) Production Price Index for Electrical Materials (Table G of SEIFSA Price and Index pages) The base month is one month prior to the closing of bid
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	a) Payment will be calculated at the Bill rates for items that appeared in the original Bill, or, where this is not the case, b) Payment will be calculated at new rates determined as set out in the Pricing Instructions preceding the Bill, or 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	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: • 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

Item	Sub-Clause	Data
Percentage of retention	11.3	N/A
Currency of payment	11.7	South African Rands
Rate of interest	11.8	As per the current rate at the time of application
Insurances	14.1	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: (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. 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. The Contractor shall effect and pay for any supplementary insurance which in its own interest it may deem necessary. 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. 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. 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. 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." The contractor shall be requested to submit Letter of Good Standing as issued by the department of labuor prior commencement of the works.
		The insured amounts (ex VAT where applicable) shall not be less than: (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

Item	Sub-Clause	Data
		"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."
Resolution of Disputes	15.3	Disputes are be settled in terms of Fédération Internationale des Ingénieurs-Conseils (FIDIC)
Settlement of disputes	15.1	Disputes are to be settled in terms of 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 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.
Variations to the Conditions of Contract	4.5	Variations to the Conditions of Contract are: Add the following at the end of sub clause 13.2: "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: (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. (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. (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. 13.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act: (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 (or the latest vision of the regulation) and prepare a

Item	Sub-Clause	Data
		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. (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."
Payment for the labour-intensive component of the works	11.9	Add new sub clause 11.9: "Payment for the labour-intensive component of the works 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."

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	
1.1.5	The Contractor is
1.5	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 12-2026

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 SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST 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 _____ 20.....,

Mr/Ms _____ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS 1

NAME 1
(IN CAPITALS)

CITY OF EKURHULENI

DEPARTMENT NAME: ENERGY

CONTRACT NO: A-EE 12-2026

*FOR THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY,
DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE
HIGHMAST 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

C2.1 PRICING INSTRUCTIONS

1 The General Conditions of Contract, the Contract Data and the Specifications (including the Project Specifications) shall be read in conjunction with the Schedule of Prices.

2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary (where applicable) 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.

3 Descriptions in the Schedule of Prices are abbreviated and may differ from those in the Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Project Specification(s) be contrary to the terms of the Bill, the requirement of the appropriate Project Specification, shall prevail.

4 The BILL was put together on a scenario basis.

5 The amounts and rates to be inserted in the Schedule of Prices 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 Prices are only scenario based. 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 An amount or rate shall be entered against each item in the Schedule of Prices, whether or not quantities are stated.

NB: Bidder/s failing to enter an amount against any item WILL NOT BE CONSIDERED, therefore rejected for this bid.

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

NB Bidder/s shall not group a number of items together and bid one sum for such group of items. Bidders failing to comply WILL NOT BE CONSIDERED and therefore rejected for this bid.

The bidden rates and prices 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 Schedule of Prices, 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 Schedule of Prices and the quantities certified for payment.

9 For the purposes of this Schedule of Prices, 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 Materials, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

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)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Linial m	=	length in metre

- 11 It is the intention of the City of Ekurhuleni to award the BOQ as a whole. It is therefore required that bidders complete the pricing schedule as required (*see pricing instruction provided in the BOQ*). Any line item that no pricing is entered against shall render the bid **NON-RESPONSIVE**.

C2.2 SCHEDULE OF PRICES

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	RATE (EXCL VAT & ESCALATION)	TOTAL (EXCL VAT & ESCALATION)	% FOREIGN CONTENT	% LOCAL CONTENT
HIGHMAST INSTALLATION (ITEM 1 TO 19)							
1.	Site Preparation. (see C3.4.1 of the specification)	Per Mast	280				
2.	Design and Drawing	Per Mast	280				
3.	Supervising Engineer. (see C3.4.2.2 of the specification)	Per Mast	280				
4.	Provision of the High – mast structure	Each	280				100%
5.	Soil Testing	Per Foundation	280				
6.	Foundation Excavation	Each	280				
7.	Foundation Installation (shall include all necessary materials pertaining foundation casting)	Each	280				100%
8.	Foundation Backfill & Compaction	Each	280				

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	RATE (EXCL VAT & ESCALATION)	TOTAL (EXCL VAT & ESCALATION)	% FOREIGN CONTENT	% LOCAL CONTENT
9.	Base Plate Grouting	Each	280				100%
10.	Foundation Testing	Per Foundation	280				
11.	High - mast Erection (including all plant and machinery necessary for this activity)	Each	280				
12.	LED Luminaires, set of 9 per mast complete with lamps. (see clause C3.2.3.20 of the specification)	Per Mast	280				
13.	Commissioning of the Unit	Each	280				
14.	As Built Drawing	Per Mast	280				
15.	6 Month Inspection as per agreed inspection and test plan	Per Inspection	280				
16.	Data Dossier	Each	280				
17.	Tool Kit (including complete lowering and rising mechanism)	Each	45				
18.	Relocation of Existing High-Mast	Each	1				

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	RATE (EXCL VAT & ESCALATION)	TOTAL (EXCL VAT & ESCALATION)	% FOREIGN CONTENT	% LOCAL CONTENT
19.	Training of CoE personnel in safe mast operation and maintenance	Per Person per Day	40				
<u>PROVISION OF POWER SUPPLY (ITEM 20 TO 49)</u>							
	<u>EXCAVATIONS</u> Trenching by hand (300mm wide x 600mm deep) and option for 1000m deep option.						
20.	a) in pickable material	Per Metre	500				
21.	b) in soft rock	Per Metre	150				
22.	c) in rock (blasting)	Per Metre	200				
	Trenching by machine (250mm wide x 600mm deep) and option for 1000m deep option.						
23.	a) in pickable material	Per Metre	200				
24.	b) in soft rock	Per Metre	400				
25.	Excavate pole hole 1,5m deep by machine (auger r = 450mm)	Per Hole	70				
26.	Excavate pole hole by hand (1,5m x 0,8m x 0,8m)	Per Hole	70				

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	RATE (EXCL VAT & ESCALATION)	TOTAL (EXCL VAT & ESCALATION)	% FOREIGN CONTENT	% LOCAL CONTENT
27.	Install 110mm sleeve pipe	Per six metres length	70				100%
28.	Horizontal drilling / Hydraulic Ram 1m below road surface including installation of 110 mm sleeve	Per Metre	50				100%
	<u>BACKFILLING</u>						
29.	Backfill trenches and compact	Per Metre	500				
30.	Backfill pole holes and compact	Per Hole	70				
31.	Importation of bedding material (under and over 100mm)	Per m³	120				
32.	Importation of additional backfilling material	Per m³	120				
33.	Cleaning, removal and dumping of excess material from site to dedicated dump area	Per m³	200				
34.	Supply Concrete	Per m³	120				100%

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	RATE (EXCL VAT & ESCALATION)	TOTAL (EXCL VAT & ESCALATION)	% FOREIGN CONTENT	% LOCAL CONTENT
35.	Pouring of concrete	Per m³	120				
36.	Supply Tar	Per m³	50				
37.	Repair and Re-instate Tar	Per m²	25				
38.	Repair and Re-instate the Paving	Per m²	25				
	<u>INSTALLATION OF EQUIPMENT</u>						
39.	Prepare site, Install Kiosk complete with Plinth.	Each	75				100%
40.	Install LV Cable in ground 6- 95 mm²	Per Metre	500				90%
41.	Install 16- 35mm² 2/4-core ABC Cable complete with stay wire.	Per Metre	150				90%
42.	Install complete stay wire	Each	2				100%
43.	Terminate cables in poles , Mast	Each	280				
44.	Terminate at supply points (i.e. Kiosk, Minisub).	Each	280				

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	RATE (EXCL VAT & ESCALATION)	TOTAL (EXCL VAT & ESCALATION)	% FOREIGN CONTENT	% LOCAL CONTENT
45.	Crane Truck (Including transport)	Per hour	8				
46.	Hydraulic Platform Truck (Including transport)	Per hour	8				
47.	CLO (Projects longer than 15 days)	Per day	15	R331,44	R 4971.60		
SUB-TOTAL (EXCL VAT)							
15% VAT							
TOTAL (INCL. VAT)							

PLEASE NOTE:

- THAT ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY.
- BIDDERS MUST NOTE THAT THIS BID SHALL BE AWARDED TO A MAXIMUM OF (3) BIDDERS.
- THE BOQ SHALL BE EVALUATED AND AWARDED AS A WHOLE, THEREFORE BIDDER MUST PROVIDE A RATE AGAINST EACH LINE ITEM WITHIN THE BOQ. ANY LINE ITEM WHERE NO RATE IS ENTERED AGAINST SHALL RENDER THE BID NON-RESPONSIVE.
- WORK WILL BE ALLOCATED TO THE APPOINTED PANEL IN A FAIR, TRANSPARENT, AND STRUCTURED MANNER AND PREFERENCE WILL BE GIVEN TO THE HIGHEST SCORING BIDDER IN RELATION TO VALUE OF WORK.
- ALL RECOMMENDED BIDDERS BELOW THE MARKET RATES WILL BE OFFERED THEIR OWN RATES. SUBSEQUENTLY, ALL RECOMMENDED BIDDERS ABOVE THE MARKET RATES SHALL BE OFFERED RATES WHICH ARE DEEMED TO BE MARKET RELATED.
- THE SUCCESSFUL CONTRACTOR WILL BEGIN WORK ON THE DATE OF WRITTEN APPOINTMENT VIA INSTRUCTION TO PERFORM WORK (IPW) SIGNED OFF BY THE HEAD OF DEPARTMENT OR THEIR NOMINEE.
- COE DOES NOT GUARANTEE ANY WORK ALLOCATION DURING THE CONTRACT PERIOD – AS THIS IS AN AS AND WHEN REQUIRED BASIS CONTRACT.

C2.2.4 QUOTED PRICE:

If any portion of the bid contains imported goods, that portion must be indicated in (%) under Foreign Content column and based on a rate of exchange of R16.00 per \$1.00 (US dollar), for evaluation purposes.

Bidders must note that the final rate of exchange will be the rate applicable on date of order.

C2.2.5 PROVISIONS FOR CONTRACT PRICE ADJUSTMENT

1. Any rise or fall in the cost of labour, materials and transport subsequent to the tender closing date shall be for the CoE's account.
2. The Contract Price Adjustment shall be applied in line with the Contract Price Adjustment formulas given under paragraph 4. - Formula Definitions of this Provisions for Contract Price Adjustment.
3. **Definition of Dates of Applicable Indices**

In the application of formulae designated hereafter suffixes to indexes will determine the date of the applicable index as follows:

Note

Suffix (o) The index ruling during the month prior to that during which the bid closed.

Suffix (n) The index ruling on the Adjustment Date as defined below.

"Base Month": for this contract, shall mean: **Month prior closing of Bid**

"Adjustment Date" shall mean:

The contract shall be fixed for the first six months e.g 01 July 2025 to 31 December 2025, and thereafter be subject to Contract Price Adjustment in accordance with SEIFSA Price and Index Pages movements published on a monthly basis and in line with indexes listed in the prevailing formulas hereunder:

4. FORMULA DEFINITIONS

FORMULAS:

For invoices pertaining work covered under **Highmast Installation i.e. items 1 to 19**, shall be subject to the following formula:

$$Ra = \frac{Rt(0.10F + 0,20\frac{Ln}{Lo} + 0,10\frac{Pn}{Po} + 0,15\frac{Rn}{Ro} + 0,45\frac{Sn}{So})}{1}$$

Where

Ra	=	Contract Rate after adjustment.
Rt	=	Contract Rate before adjustment as stipulated in the Tender.
F	=	Fixed portion of the quoted price
L	=	The SEIFSA Index of Actual Labour Cost (Table C3 of SEIFSA Price and Index pages)
P	=	The CSS (Central Statistical Service) Consumer Price Index (Table D-1 of SEIFSA Price and Index pages)
R	=	The SEIFSA Index of Road Freight Costs (Table L-2 of SEIFSA Price and Index pages)
S	=	The Steel Merchant Price for Unequal Angles (Table E-EX of SEIFSA Price and Index pages)

For invoices pertaining work covered under **Provision for Power Supply i.e. Items 20 to 49**, shall be subject to the following formula:

$$Ra = \frac{Rt (0.10F + 0,50\frac{Ln}{Lo} + 0,30\frac{Rn}{Ro} + 0,10\frac{En}{Eo})}{1}$$

Where

Ra	=	Contract Rate after adjustment.
Rt	=	Contract Rate before adjustment as stipulated in the Tender.
F	=	Fixed portion of the quoted price
L	=	The SEIFSA Index of Actual Labour Cost (Table C3 of SEIFSA Price and Index pages)
R	=	The SEIFSA Index of Road Freight Costs (Table L-2 of SEIFSA Price and Index pages)
E	=	The CSS (Central Statistical Service) Production Price Index for Electrical Materials (Table G of SEIFSA Price and Index pages)

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 R2.3 million in sales within a 12-month period (compulsory VAT registration threshold with effect from 1 April 2026). Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

All prices must be inclusive of VAT, whether the bidder is VAT registered or not.
Evaluation will be based on prices inclusive of VAT.

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

CITY OF EKURHULENI

DEPARTMENT NAME: **ENERGY**

CONTRACT NO: **A-EE 12-2026**

FOR **THE APPOINTMENT OF ELECTRICAL CONTRACTORS FOR THE SUPPLY, DELIVERY AND COMMISSIONING OF 25M COUNTER-BALANCE HIGHMAST ON AN AS-AND-WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

PART C3 SCOPE OF WORKS

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C3.1 DESCRIPTION OF THE WORKS

C3.1.1 COE'S OBJECTIVES

It is the objective of the COE to install high mast lighting structures to enhance the quality of life of the members of the community residing in low cost housing areas and settlement areas where the infrastructure development is in need of enhancement.

The COE's objectives are to deliver public infrastructure using labour-intensive methods.

Labour-intensive works comprise the activities described in SANS 1921-5/Earthworks activities which are to be performed by hand/Labour-Intensive methods and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

C3.1.2 OVERVIEW OF WORKS

This contract calls for the appointment of a suitably qualified contractor/s for the complete design, manufacture, supply, installation and commissioning of 25m counter-balanced high mast lighting structures for the City Of Ekurhuleni, on an as-and-when required basis.

C3.1.3 NORMATIVE REFERENCES

The following documents contain provisions that, through reference in the text, constitute requirements of this specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below.

- SANS 10225 : The design and construction of lighting masts
- SANS 121 : Hot dip galvanized coatings on fabricated iron and steel articles
- SANS 10160 : The general procedures and loadings to be adopted in the design of buildings
- SANS 10162 : The structural use of steel: The limit states design of hot rolled steelwork
- SANS 10214 : The design, fabrication and inspection of articles for hot dip galvanizing
- SANS 1431 : Weldable structural steels
- SANS 1200 A : General
- SANS 1200 C : Site clearance
- SANS 1200 D : Earthworks
- SANS 1200 G : Concrete (structural)
- SANS 1200 H : Structural steelwork
- SANS 1200 HA : Structural steelwork (sundry items)
- SANS 1200 HC : Corrosion protection of structural steelwork
- AWS D1.1 : Structural welding code - steel
- SANS 2001– CS1 : Construction Works : Structural steel works
- NRS 025 : Photo Electric Control Units for lighting (PECU)
- SANS 141 : Glass reinforced polyester (GRP) laminates
- SANS 529 : Heat resisting wire cables
- SANS 1088 : Luminaire entries and spigots.
- SANS 1091 : Natural colour standards for paints

- SANS 60529 : Enclosure for electrical equipment. (Classified according to degree of protection that the enclosure provides)
- ARP 035 : Guidelines for the installation and maintenance of street lighting
- SANS 60598-2-3 : Luminaires: Particular requirements for road and street lights luminaires
- SANS 1574 : Electric cables- flexible cords
- SANS 62305-3 : Protection against lightning
- SANS 10199 : The design and installation of an earth electrode
- SANS 10100 : The structural use of concrete (Part 1 & 2)

C3.1.4 QUANTITIES

Due to the uncertainty and fluctuation of the COE requirements, no indication can be given as to the quantities of the above-mentioned items which will be required under this contract. The supplier/s will therefore be required to supply the requirements in such quantities as may be required by the COE from time to time. When supplies are required, the COE will endeavour to place orders, on an as and when required basis, as far in advance as possible.

C3.1.5 EXTENT OF WORKS

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- (a) Design, Manufacture, Supply, Delivery, Construction, Erection, installation and Commissioning of complete high mast lighting units during the contract period within the different CCC's of the COE.
- (b) Location and protection of existing services;
- (c) Correction of defects in the Works in accordance with the requirements specified in the Contract Documents.

NOTE : This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

C3.1.6 LOCATION OF THE WORKS

The works is located within the boundaries of the City Of Ekurhuleni. The extent of the works within each municipal region i.e. **South, North** and **East** regions, may vary and has not been quantified at the time of bid.

C3.2 ENGINEERING

C3.2.1 DESIGN

Works designed by, per design stage:

Concept, feasibility and overall process	COE
Basic engineering and detail layouts to design stage	Contractor
Final design to be approved for construction stage	Contractor
Temporary works	Contractor
Preparation of as-built drawings	Contractor

- (a) The COE is not responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for all surveys, design and drawings and details of the works.

- (c) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (d) The Contractor shall be responsible to compile and submit as a part of the dossier file the necessary as-built drawings for all high-mast installed.
- (e) The Contractor's design engineer / technologist shall be registered with ECSA as Professional Engineer or Technologist Civil and shall sign all final design calculations, drawings and sketches to indicate approval thereof. The Contractor shall not change the design during the validity period of this contract without prior written approval by the COE.

C3.2.2 COE'S DESIGN

The COE has provided the design conditions for the requirements and performance of the high-mast lighting structures. The Contractor is responsible for the verification of all of this data for compliance to the required codes and specifications. Where discrepancies are found these shall be brought to the attention of the COE for resolution.

C3.2.3 CONTRACTOR'S DESIGN

GUIDANCE FOR DESIGN

C3.2.3.1 The Basis for Design

- The masts are intended to provide safe public lighting in communities or areas where conventional street lighting is not available or where COE deem it fit.
- The masts shall be of the Counterbalanced Cantilever Type. Scissor type masts are also acceptable and may be offered.
- The codes and specifications listed in this document are an integral part of this specification. The bidder by submission of the bid confirms that they are familiar with the requirements of these codes and specifications.

C3.2.3.2 Design Data

All masts shall be designed to the requirements of SANS 10225 (SABS 0225) and the associated referenced Codes of Practice.

- Type 2 Mast : 25m High
- Terrain Category : 2
- Design wind speed : 144km/hr
- Altitude : 1000m
- Class of Structure : B
- Soil bearing capacity: To be determined for each mast by the Contractor
- The mast shall have the hinge point located nominally at the mid-point.
- Material of construction for the pole shall be structural steel complying with SANS 1431 grade 300WA or higher. Any deviations shall be subject to the prior written approval of the COE.
- The minimum thickness for material on the fixed portion of the mast below the hinge point and the tail of the mast shall be 4mm.
- The minimum thickness of material above the hinge point shall be 3mm
- The masts shall be hexagonal in shape

C3.2.3.4 Mast Access Opening

The masts shall be fitted with an access opening nominally 1,0m above the base plate. The opening shall be nominally 350mm wide and 450mm high. The opening shall be reinforced by the addition of a continuously formed doubling plate. The thickness of the doubling plate shall be not less than 6mm. The width of the doubling plate shall be not less than 80mm. The doubling plate shall be continuously welded to the mast shell membrane. The doubling plate shall contain 2 off weep holes of nominally 6mm diameter at diagonally opposing corners.

C3.2.3.4 Mast Foundation

The mast foundations shall be designed and constructed in accordance with SANS 10100 (Pt 1 & Pt 2) to withstand the forces imposed by the mast. The soil conditions and the soil bearing capacity shall be established by a set of DCP tests for each individual mast. The results of these tests shall be recorded and placed in the data dossier for each mast.

The concrete cover of the reinforcing bars shall be not less than 50mm in all cases. The contractor shall provide evidence of the actual concrete cover achieved for the base and the plinth. The concrete shall have a design compressive strength of not less than 25 MPa after 28 days. The concrete strength of the base and the plinth shall be measured after 28 days by the Schmidt Hammer Test method for each foundation and the results recorded in the mast data dossier.

The plinth shall be designed to have a projection of not less than 100mm above nominal ground level after backfill compaction has been completed.

C3.2.3.5 Geo Technical Survey

The contractor shall be responsible for establishing the soil conditions for each mast location. This information shall be to the satisfaction of the COE to ensure design confidence.

C3.2.3.6 Cable Sleeve

Each foundation plinth shall be fitted with a 110mm formed PVC cable sleeve. This cable sleeve shall extend from the centre top of the plinth to the top of the foundation base. The cable sleeve shall be located in such a manner that it does not reduce the concrete cover on the reinforcing bars. The exit point of the cable sleeve at the foundation base shall be paint marked on the top of the concrete plinth.

C3.2.3.7 Foundation Backfill

All foundations shall be backfilled. The backfill layer thickness shall not exceed 150mm. Each layer shall be compacted before proceeding with the next layer. The final layer of soil shall be shaped to drain water away from the mast foundation. The backfill of the foundation shall be compacted to nominally 90% Proctor Density.

C3.2.3.8 Bolting

C3.2.3.8.1 General Bolting

All bolting shall be high tensile type conforming to the relevant standard. All bolting other than the foundation bolting shall be fitted with locking washers.

C3.2.3.8.2 Foundation Bolting

The mast foundation bolting shall be designed in such a manner that a minimum reserve capacity of 20% exists in each bolt at the design condition. The foundation bolting shall be hot dip galvanized. The mast shall have not less than 6 foundation bolts of diameter M24 (minimum). Flat steel washers

shall be installed for all foundation holding down bolting. Tightening of these bolts shall be by the “Turn of the nut method”.

C3.2.3.9 Base Plate Grouting

The base plate shall be grouted on completion of the erection of the mast. The grout shall be a low shrinkage cementitious type grout with a minimum strength of 25MPa. The grout shall extend across the full face and circumference of the base plate.

C3.2.3.10 Anti-Tamper Mechanisms

C3.2.3.10.1 Foundation Bolt Locking Devices

All foundation bolting shall be locked by the double nut method. Each foundation bolt shall be shielded by an anti-tamper shield tack welded to the base plate on completion of tightening of the nuts.

The top portion (above the hinge point) of each section of the mast shall be locked in position by a locking pin after the sections have been drawn together. This pin shall restrain the slip joint from coming loose when this portion of the mast is lowered below the hinge point.

C3.2.3.10.2 Mast Locking Mechanism

A locking device shall be provided that prevents the mast from pivoting and that can only be operated by the application of a special tool or key. This mechanism shall lock the counterbalance tail to the fixed portion of the mast. **Detail of the proposed mechanism shall be provided for approval prior commencement of the contract.**

C3.2.3.11 Mast Safety Features

The mast shall be fitted with operating mechanism that is designed to prevent rapid and uncontrolled descent of the mast head in the event of failure or slippage of the locking device.

Provision is to be made for a positive restraint of the mast tail in the partially lowered position as would occur when work was taking place on the internal junction box.

C3.2.3.12 Lightning Conductor

Each mast shall be fitted with a lightning conductor spike at the top point of the luminaire. This spike shall be connected to the mast earthing system. The steel mast may be used as the earth path provided that a 70mm² flexible copper cable is installed at the hinge point to ensure that electrical currents do not pass through the hinge joint. The mast shall be connected to the earthing system by means of a 16mm diameter stud welded to the inside of the mast below the junction box.

ELECTRICAL EQUIPMENT

C3.2.3.13 Photocell Control

Each mast shall be fitted with a daylight photocell to switch the floodlight luminaire on and off. This daylight switch shall be wired to the distribution board. **The photocell shall be located in a position such that it can be replaced or maintained without lowering of the mast.** The lighting provided by the mast shall not prevent the photocell from operating in a normal manner.

C3.2.3.14 Distribution Board

Each mast shall be fitted with a totally enclosed fibreglass Junction Box and distribution board. This junction box (JB) shall be located in a convenient position near the base of the mast. The JB shall be easily accessible through the access opening in the pole. The JB shall be equipped as follows:

- One three phase, neutral and earth socket outlet for connection of the supply cable to the luminaires via a circuit breaker.
- One 15 Amp, 3 pin industrial type switched socket outlet with earth leakage protection and circuit breaker for the connection of a power tool.
- Three adequately rated single pole moulded case circuit breakers for the control of the luminaires.
- 5A single pole MCB for protection of the photocell and contactor
- One 4 way neutral bar.
- One 4 way earth bar.
- One adequately rated triple pole isolator.
- One 60 A triple pole contactor controlled by the mast photocell.
- One contactor controlled by the mast photocell.
- Gland plate for 5 cores 4mm² PVC SWA cable.

C3.2.3.15 Junction Box

The junction box shall comply with the rating requirements of IP65

C3.2.3.16 Earthing

The earthing shall comply with SANS 10199 and SANS 62305. A 16mm diameter stud shall be welded to the mast structure adjacent to the junction box. All incoming cables shall be earthed by this stud. The mast shall be earthed with a four point earthing system consisting of 4 off copper earth pegs placed into the soil in a square formation nominally 6m apart. Each of the copper earth rods shall be not less than 16mm diameter and 1.6m long. The earth rods shall all be positively connected with a bare copper earth wire / strap not less than 64mm².

The maximum permitted earth resistance is 5 OHMS and shall be measured recorded for each mast. All earthing bars and straps shall be not less than 300mm below the nominal ground level.

C3.2.3.17 Lightning Protection

Each mast shall be fitted with a lightning conductor. The lightning conductor shall be connected to the mast earthing system through a 16mm diameter stud welded to the mast steelwork. The bare copper earth wire used for the connection of the lightning conductor to the earth system shall be not less than 70 mm².

C3.2.3.18 Electrical Compliance

The contractor shall on completion of the electrical installation have a Certificate of Compliance issued by an appropriately qualified and registered electrician. This certificate shall be included in the data dossier.

C3.2.3.19 Electrical Interface

The electrical supply to the mast shall be supplied and installed by COE.

REQUIREMENTS FOR FLOODLIGHTING LUMINAIRES

C3.2.3.20 LED Luminaire

C3.2.3.20.1 Each lighting mast shall be fitted with **9 X LED Floodlight Luminaires** with luminous characteristics equivalent to 400W HPS Floodlight Luminaires shall be provided with the highmast. The requirement for the LED Floodlight Luminaire is covered in Annex A of this specification.

C3.2.3.20.2 In addition to the LED floodlight luminaire specification included as Annex A, the maximum vertical aiming angle of the installed luminaires shall not exceed 78°. The floodlight luminaires shall comply with SANS 60598 and be of the totally enclosed type and shall bear the SANS mark.

C3.2.4 DRAWINGS

C3.2.4.1 The contractor shall prepare detailed manufacturing drawings for each of the mast intended to be delivered. These drawings shall include detail of the materials and welding preparations as well as the inspection and testing requirements during manufacturing. The type and extent of non-destructive testing of the welds shall be included in the drawings. All weld sizes shall be indicated on the drawings.

These drawings shall be submitted for approval by the COE prior to commencement of any manufacturing, construction or erection activities and within five calendar days after having received the order.

C3.2.4.2 The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer.

C3.2.4.3 The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the COE's representative for each high-mast installed.

C3.2.4.4 The bidder shall issue a detailed General Arrangement drawing showing each of the masts, foundations, and luminaire with the bid. These drawings shall contain sufficient information and detail to demonstrate compliance to this specification. The bidder may issue drawings for both counter-balanced and scissor high-mast with the bid. The bid drawings and calculations shall be signed by the bidders proposed design engineer.

NOTE: The drawings included in the bid document shall not be deemed to be the final drawings in the case of the successful bidder/s. Final drawings shall be submitted for approval by the COE as indicated in clause C3.2.5.2 of this specification.

C3.2.5 DESIGN PROCEDURES

C3.2.5.1 Existing Services and Excavation

The contractor shall be required to take special care to establish the location of existing services that would be affected by the installation of the mast. The contractor will be responsible for the repair and reinstatement to any services damaged by them or any of their sub-contractors.

In the event of damage occurring to any existing service, the contractor shall immediately notify the COE and the Owner of the service. All damage shall be reported irrespective of whether it is considered minor damage or not.

All repairs to these services shall be to the satisfaction of the COE and the owner of the service.

Penalties including consequential damage shall be levied at the sole discretion of the COE for damage to existing services caused under the following circumstances:

- Damage due to unauthorised excavation
- Damage due to unauthorised blasting activities

C3.2.5.2 Review and Approval of Drawings and Documentation

The contractor shall submit 2 (two) sets of all documentation and drawings for review and subsequent approval by the COE. The COE shall complete the review within 7 (seven) working days and return ONE set of drawings and documentation to the contractor. These drawings and documentation will be marked with the review and approval status with comments where necessary. In the event of re-submittal of the drawings or documents being required, this shall be done within 7 (seven) working days.

C3.2.5.3 Design Freeze

On completion of the review and acceptance of the drawings and calculations by the COE the design of each mast shall be fixed. No modifications, revisions or changes to the design or drawings shall be made after this date without prior written application to the COE. This application shall include full technical and commercial motivation for the changes.

C3.2.5.4 Design Change

The Contractor shall not change or modify the design or drawings or documentation after it has been approved by the COE without prior written consultation with the COE. The COE is not obligated to approve or accept any changes proposed by the contractor after the design freeze stage of the project.

C3.2.5.5 Record Keeping and Document Tracking

The contractor shall maintain a system for tracking of documents and drawings. The contractor shall in addition maintain a system that ensures that all work is carried out to the latest approved drawings and documentation. The contractor shall maintain a system for the tracking of all quality records and data books. These records shall be traceable to the specific relevant mast. The contractor shall maintain a copy of all records pertinent to this contract for a period of 5 years after completion of the contract. Prior to destroying of any records they shall first notify the COE. Such notification to the COE shall be issued in writing at least 6 months prior to any action to dump or destroy these records.

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

In accordance with the Supply Chain Management Policy of the COE.

C3.3.1.2 Resource standard pertaining to targeted procurement

Local Unemployed Labour

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

The Contractor shall sub-let to local sub-contractors' appropriate portions of the works that are designated in Clause C3.2.1 as being reserved for labour intensive construction methods.

- (a) It shall be noted that it is a requirement of this contract that local labour and local sub-contractors residing in the specific region / CCC will be used when the workload is excessive.
- (b) The contractor will only be allowed to bring in labour from outside the area where specialized skills are required and must be severely motivated.
- (c) A local CLO (Communication Liaison Officer) must be appointed for all planned projects that will continue longer than 15 working days in a specific ward. The ward councillor must be approached in the selection of a suitable CLO.

C3.3.2.2 Preferred subcontractors/suppliers

Ekurhuleni Local Based Sub-Contractors.

C3.3.2.3 Subcontracting procedures

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents in terms of clause C3.3.1.1 with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works as specified in clause C3.3.1.1 to such local residents.

Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant such authorization include:

- a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors;
- b) serious default or failure of appointed local sub-contractors;

The Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract, is likely to result in the successful completion of the portions of the Works concerned by local sub-contractors.

Should the Contractor, after undertaking necessary measures, be unable to identify local residents suitable for and desiring to train as sub-contractors for portions of the Works as specified in clause C3.3.2.1, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for in clause C3.3.1.1 above.

The Engineer shall monitor progress achieved with subcontractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall not claim any cost in relation to the training of sub-contractors and labour.

C3.3.2.4 Attendance on subcontractors

The Contractor shall approach the Labour Desk that is established for the purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.

The main contractor shall include in his rates for the necessary attendance on subcontractors to ensure completion of the project.

C3.3.3 Minimum Requirements

Highmast lighting forms an integral part of public safety with the community of COE and as such the City is tasked to rollout this function in line with the its SDBIP program. Installation of highmast lighting also requires a particular engineering designs and construction practices to ensure safety functioning of the unit to the same community is meant to serve. It is therefore important for COE to ensure that well experienced and qualified bidders are employed to provide services under this scope. In order to determine the bidder's capabilities to execute the contract, the minimum requirements as detailed below, will be required to ensure that well experienced and knowledgeable bidders are considered for this contract:

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
CIDB	5EP OR 4EPPE or Higher
Infrastructure and resources available – Plant and Equipment (owned or leased)	(x1) Crane Truck (minimum GVM: 3 500kg)
Staffing profile	Project Engineer (x1) - Professional registration with Engineering Council of South Africa as a Professional Engineer or Professional Technologist (Civil OR Structural) in terms of the Engineering Profession Act (Act No 46 of 2000). - Bachelor's degree in civil engineering OR in Technology (Civil OR Structural) Crane Truck Driver (x1) - Valid Code C1 Driver's License with Valid PrDP. - Valid Hydraulic Mobile Crane Operator certificate with Code C43 (Units standard 116254) Certificate

EVALUATION ASPECT	MINIMUM REQUIREMENTS
	Hydraulic Mobile Crane Operator(x1) Only required if crane truck driver does not have the following: Valid Hydraulic Mobile Crane Operator certificate with Code C43 (Unit standard 116254) Certificate Note: where the bidder provided hydraulic mobile crane operator certificate with code C33 or C35 or C37 or C39 (Unit standard 116254), then the bidder shall provide a minimum valid code C driver's licence with valid PrDP.
Financial Ability (Ability to Deliver)	R650 000
Relevant previous Company Experience – Completed Project	One (01) contactable reference where the bidder completed electrical project in supply, delivery, installation, and commissioning of 25M counter-balance high-mast project within the past 5 years.
Product Certification and Capabilities	Original Equipment Manufacturer / Authorised Distributor's authorization Letter confirming that the OEM / distributor will supply the high mast to the bidding entity. NB: Where the bidder provides an authorised distributor letter, the bidder shall also provide the OEM letter confirming the authorisation of the distributor.
Accreditation	Registration as an Electrical Contractor with the Department of Labour in line with the Occupational Health and Safety Act No. 85 of 1993, and in terms of regulation 6(2) of the Electrical Installation Regulations, 2009 or such latest 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)

The bidder must submit proof of ownership or a lease agreement, or a letter of intent to lease signed by both the lessor and the lessee, for one (1) of each of the following required plant and equipment:

- Where plant and equipment are leased or intended to be leased, proof of ownership of the lessor's plant and equipment must also be submitted.
- The lease agreement or letter of intent to lease must be signed by both the lessor and the lessee.
- The lease agreement or letter of intent to lease must explicitly identify the required plant and equipment listed below.
 - (x1) Crane Truck (minimum GVM: 3 500kg)

Financial Ability (Ability to Deliver)

1. Proof of Access to Credit or Financing

A letter or statement from a registered financial institution, issued not more than six (6) months before the bid closing date, **R650 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 bid closing date, showing available funds of at least **R650 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 Development Finance Institution (DFI)**, issued not more than six (6) months before the bid closing date, confirming funding of at least **R650 000**.

Staffing profile

Project Engineer (x1)

- Copy of a professional registration with Engineering Council of South Africa as a **Professional Engineer** or **Professional Technologist (Civil OR Structural)** in terms of the Engineering Profession Act (Act No 46 of 2000).
- Copy of a bachelor's degree in Civil Engineering **OR** in Technology (**Civil OR Structural**)
- CV demonstrating experience in Civil Engineering projects

Crane Truck Driver (x1)

- Copy of a valid Code C1 Driver's License with Valid PrDP.
- Copy of a valid Hydraulic Mobile Crane Operator certificate with Code C43 (Units standard 116254) Certificate

Hydraulic Mobile Crane Operator(x1)

Only required if crane truck driver does not have the following:

- Valid Hydraulic Mobile Crane Operator certificate with Code C43 (Units standard 116254) Certificate

Note: where the bidder provided hydraulic mobile crane operator certificate with code C33 or C35 or C37 or C39 (Unit standard 116254), then the bidder shall provide a minimum valid code C driver's licence with valid PrDP.

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 (if applicable).
- The City of Ekurhuleni reserves the right to verify the submitted documents.

Relevant previous Company Experience – Completed Project

- One (01) Signed reference letter **AND** Completion Certificate on the Bidder's Client Letter Head (The Signed reference letter AND Completion Certificate 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 the bidder has completed electrical project in supply, delivery, installation, and commissioning of 25M counter-balance high-mast project within the past 5 years.

Product Certification and Capabilities

- Original Equipment Manufacturer / Authorised Distributor's authorization Letter confirming that the OEM / distributor will supply the high mast to the bidding entity.

NB: Where the bidder provides an authorised distributor letter, the bidder shall also provide the OEM letter confirming the authorisation of the distributor.

Accreditation

- Registration as an Electrical Contractor with the Department of Labour in line with the Occupational Health and Safety Act No. 85 of 1993, and in terms of regulation 6(2) of the Electrical Installation Regulations, 2009 or such latest Regulations.

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

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
An enterprise which is at least 50% owned by people who are Youth	Identity document (certified not older than 6 months)	4
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
EME	Original Sworn Affidavit/Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	2
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account, Lease Agreement or Affidavit The bidder must submit one (1) of the following, in the name of the enterprise:	3

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
	- A municipal account, issued not more than three (3) months before the bid closing date; OR - A valid lease agreement; OR - An affidavit from the lessor confirming that the bidder occupies the premises, signed by the lessor.	
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
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.

C3.4 CONSTRUCTION

C3.4.1 Site Establishment and Preparation

C3.4.1.1 Site Establishment shall only refer to site preparation where the mast will be installed and shall **NOT** include erection of working offices and/or storage space. Bidders shall be expected to have a complete established office at least within Gauteng Province, preferably within City Of Ekurhuleni boundaries. The referred office above shall be able to take decision on ALL project related queries and implementation thereof.

C3.4.1.2 The cost for the site preparations in order to undertake the necessary works, in particular the foundation works, shall be covered in item 1 of the BOQ relating to this specification.

C3.4.1.3 Permits and wayleaves

The COE shall be responsible to obtain all the wayleaves required for this contract.

C3.4.1.4 Features requiring special attention

(a) Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

(b) Subcontractors

All matters pertaining subcontractors and the work executed by the same shall be dealt with by the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he/she issue instructions concerning the subcontracted works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors.

(c) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(d) Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bidden for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.2 PLANT AND MATERIALS

C3.4.2.1 Project Program

- a) The contractor shall submit a typical program for the manufacture of each mast intended to be supplied. The contractor shall in addition submit a typical program for the construction of the foundations and the erection and commissioning of each mast. This information shall be submitted at the time of order.
- b) When a task order is issued by COE for the supply of high mast lighting, the contractor shall within 3 working days provide a detailed manufacturing, construction, erection and commissioning program for the work. Key dates and milestones shall be indicated on the program. This program shall be subject to review and approval by COE within two days after having received the program from the contractor.
- c) The program discussed in **a)** and **b)** above shall **NOT** exceed a maximum period of 12(twelve) weeks from the date of an official order. The maximum of 12(twelve) weeks shall be for the entire

project irrespective of the number of highmast required in one order. Bidders will therefore be required to have the capability to execute multiple individual project concurrently.

C3.4.2.2 Qualification of Personnel

The contractor shall only use suitably trained and qualified personnel on this work. All welding procedures shall be as per the requirements of AWS D1.1 Code for Structural Steel.

The project engineer used by the contractor shall be appropriately qualified and experienced. The Project engineer shall hold current professional registration with ECSA as discussed in C3.3.3 of this specification.

C3.4.2.3 Erection of the Masts

The masts shall be erected in accordance with the approved erection procedure. The straightness and plumpness of the masts on completion of erection shall be recorded along an axis parallel to the hinge and also along an axis perpendicular to the hinge. A minimum of 4 points above the hinge and 4 points below the hinge shall be recorded in each direction. The mast shall comply with the requirements of SANS 10225. The level of the base plate at each foundation bolt shall be recorded.

C3.4.2.4 Commissioning of the Mast and Hand Over

The mast shall be commissioned by the contractor. The contractor shall in addition to the normal commissioning tests also test the performance of the luminaire to demonstrate that the design and settings of the luminaire meet the requirements of this specification

Prior to the requesting of the final inspection by the COE, the contractor shall have conducted his own inspection and shall be satisfied that the mast is acceptable. The contractor shall request the final inspection of the mast in writing. This notification may be delivered in person or by fax or by e-mail. Verbal notification is not permitted. A minimum notification period of 5 (five) full working days is required to allow the COE to schedule the appropriate resources. A representative of the COE shall witness the final inspection and commissioning tests. Acceptance of the commissioning tests shall be indicated by the endorsing of a Handover Certificate by the COE. The contractor/s Handover Certificate is to be included in the Data Dossier.

C3.4.2.5 Special Tools

The contractor shall supply one complete set of tools and as per the order. The mast tool kit shall include all necessary tools for operating and lowering the mast.

C3.4.3 EXISTING SERVICES

C3.4.3.1 Known services

There are high possibilities that there will be existing water, electricity and sewerage services in the areas that the construction will take place. It will be the responsibility of the contractor to liaise with the relevant CCC for maps indicating such services. The position of these services cannot be guaranteed, thus the contractor must excavate with caution

C3.4.3.2 Treatment of existing services

Existing service must be exposed by hand.

C3.4.3.3 Use of detection equipment for the location of underground services

Detection equipment for the location of underground services may be used, but pilot hole digging to expose the service may be the best method subject to the adhering of the Conditions as laid down by the owner of the service.

C3.4.3.4 Damage to services

The responsibility for damage to services will in total be for the account of the Contractor. The requirement for working in close proximity to services is usually covered in the Conditions as laid down by the owner of the service.

C3.4.3.5 Reinstatement of services and structures damaged during construction

If damage to existing service occurs, the contractor must inform the relevant department immediately and at the same time proceed to reinstate the service to the same as the original quality.

C3.4.4 VARIATIONS AND ADDITIONS TO SABS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

N/A

PARTICULAR SPECIFICATIONS

PLI: PARTICULAR SPECIFICATION FOR GENERIC LABOUR-INTENSIVE SPECIFICATION

Note: (This specification must be incorporated in the Scope of Works without amendment or modification. When SANS 1921-5, Construction and management requirements for works contracts Part 5: Earthworks activities which are to be performed by hand, is published, the earthworks portions of this generic specification must be replaced with a reference to SANS 1921-5 and its associated specification data.)

B 1231 LABOUR BASED CONSTRUCTION METHODS

Bidders must take into consideration that the following works must be constructed using labour-based construction methods as far as possible:

- a) Excavation to expose existing services.
- b) Hand excavation for trenches and foundation holes.

PLI 1 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- (a) trenches having a depth of less than 800 milli-metres
- (b) pole holes 1 x 1 metre having a depth of at least 1 metre or as prescribe by the Engineer

PLI 2 Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

PLI 3 Hand excavatable material

Hand excavatable material is material:

(a) Granular materials:

- (i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or

- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm.

(b) Cohesive materials:

- (i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

Note: (1) A boulder, a cobble and gravel is material with a particle size greater than 200 mm, between 60 and 200 mm.

(2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

Granular materials		Cohesive materials	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30 - 40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological

Granular materials		Cohesive materials	
Consistency	Description	Consistency	Description
	pick; requires many blows for excavation.		pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

PLI 4 Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand wherever possible.

PLI 5 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm. Each layer shall be compacted using hand stampers

- (a) to 90% Proctor density;
- (b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10 mm and contains no isolated boulders, or
- (c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

PLI 6 Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand as far as possible. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

PLI 7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

PLI 8 Shaping

All shaping shall be undertaken by hand.

PLI 9 Loading

All loading shall be done by hand, regardless of the method of haulage.

PLI 10 Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

PLI 11 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

PLI 12 Spreading

All material shall be spread by hand.

PLI 13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

PLI 14 Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

PLI 15 Stone pitching and rubble concrete masonry

N/A

PLI 16 Manufactured elements

N/A

SCHEDULES OF QUANTITIES

C3.4.5 Manufacturer's Warranty

The Contractor shall provide a Warranty for each mast for period of 12 months after signing of the hand over certificate by the COE. This warranty shall cover the replacement or repair of all materials and parts found defective during this period. The replacement parts and labour shall carry a 12 month warranty from date of installation of the replacement part.

The bidder shall provide full detail of the nature and extent of the warranty offered at the time of bidding.

C3.4.6 Warranty Inspection

The contractor shall carry out two inspections on each mast after commissioning. The first inspection shall be not more than 6 months after hand over of the mast. The second inspection shall be not more than 12 months after hand over of the mast. These inspections shall be in accordance with an inspection and test plan approved by the COE. The contractor shall provide a detailed report to the COE on the results of each of these inspections.

The contractor shall advise the COE in writing, 5 (five) working day in advance of any planned inspection. The contractor may issue notification by personal delivery, fax or e-mail. The COE may at his discretion witness any of the contractor's inspections.

C3.5 MANAGEMENT OF THE WORKS

C3.5.1 GENERIC SPECIFICATIONS

THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C3.6 TRAINING

The contractor shall provide for training of members of the COE in the safe operation, servicing and maintenance of the masts. The duration and nature and location of the training proposed shall be submitted at the contract inception. All COE members that attend the training shall be issued with a certificate of attendance. The contractor shall maintain a record of all persons trained. This record shall be supplied to the COE on completion of the contract.

C3.7 MAST IDENTIFICATION

Each mast shall be identified by the fixing of a permanent makers plate. The following information shall be shown on this plate.

- Manufacturers Name
- Year and Month of Manufacture
- Manufacturers Mast Serial Number

C3.8 DOCUMENTATION

The contractor shall prepare a data dossier for each mast. This data dossier shall contain all of the as built information and quality control results applicable to the mast. The data dossier shall be handed to the COE on completion of the commissioning of the mast. The contractor shall retain a copy of the data dossier for a minimum period of 5 years after completion of the commissioning of the mast. The following records shall be included in the data dossier:

- Certified as built drawing of the mast
- Certified as built drawing of the foundation
- Results of the DCP Testing
- Results of the Schmidt Hammer Testing
- The results of the welding visual inspection
- NDT Reports for testing of welds
- Certificate of Compliance for the galvanizing
- Mast dimensional inspection report for straightness and plumpness
- Base plate plumpness report after erection
- Luminaire detail
- Results of the Earth Resistance Test
- The contractors engineers Certificate of Completion
- The contractors Certificate of Electrical Compliance
- The contractors Hand Over Certificate

C3.9 HEALTH AND SAFETY

This Health and Safety Specification is provided in terms of the requirements of the Occupational Health and Safety Act, Act No. 85 of 1993 – Construction Regulations of 2014 as promulgated in Government Gazette No 37305 of 7 February 2014. The Contractor shall comply with this act and also the Occupational Health and Safety Manual for Construction Sites - BIFSA.

C3.9.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

(a) Construction Regulations, 2014

The Contractor must also have a full time accredited safety officer in his employment to supervise safety during working activities. In addition the following items must take place:

- The Contractor shall in terms of regulation 7(1) provide a comprehensive Health and Safety Plan detailing his proposed compliance with the regulations, for approval by the Employer.
- The contractor shall have a Project Health and Safety Specification file on site at all times. The file shall contain the following minimum requirements In terms of the Construction Regulations, 2014 as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014:
 - Letter of “Good Standing” with Compensation Commissioner.
 - Certified copy of first aid certificate.
 - Physical address where contract is taking place (on Company letterhead).
 - Detailed description of intended work (on Company letterhead).
 - List of all Personal Protective Equipment issued to employees (company letterhead).
 - List of ALL employees on site (on company letterhead).
 - Detailed Health and Safety Plan (on company letterhead).
 - Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
 - Public Liability and Commercial Insurance Certificate.
 - All related statutory appointments.
 - Certificates of relevant Training.
- Safety meetings shall be held at least daily.
- The Contractor acknowledges that he is fully aware of the requirements of all of the above and undertakes to employ people who have been duly authorized in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.
- The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures
- COE may, at any stage during the currency of this agreement, be entitled to:
 - Perform safety audits at the Contractor’s premises, its work-places and on its employees;
 - Refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act
 - Issue the Contractor with a work stop order or a compliance order should they become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations

and Procedures referred to above by the Contractor or any of its employees, sub-contractors or agents.

- No extension of time will be allowed as a result of any action taken by COE in terms of the above and the Contractor shall have no claim against COE as a result thereof.
- An authorized COE representative will be on site for regular site visits to monitor the Contractor's implementation of health, safety and quality Standards.
- The Contractor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above.
- The Contractor shall use a Fall Arrest System (FAS) as defined in the Construction Regulations whenever a risk of falling exists.
- The Contractor shall be responsible for ensuring that all equipment supplied and used and all work carried out under this contract shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and regulations remaining in force, as may be amended from time to time.
- In addition, the Contractor shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building, Construction and Electricity Regulations.
- The Contractor shall accept full responsibility for the means, methods, sequence or procedures of construction, for safety precautions or programs, incidental to the work of the contractor.
- The Contractor is required to submit a working methodology statement with regards to the Safety Standards while working within hazardous areas such as live substations or in close proximity of energized apparatus.
- The Contractor shall indemnify the employer and the Engineer against responsibility for safety on the site of the works.
- The Contractor shall enter into an agreement to complete the work required for the construction of the works in accordance with the provisions of all pertinent legislation and in particular with the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and the regulations promulgated there under.
- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 85 of 1993) and Construction Regulations Document, which is available publicly.
- The safety of the Contractors personnel and employees acquire precedence over the construction works.
- The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

C3.9.2 PROTECTION OF THE PUBLIC

The Contract requires the erection, maintenance and removal upon completion of hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways, etc. as necessary for the enclosure of the works or portions thereof for the protection of the public at all times.

C3.9.3 BARRICADES AND LIGHTING

The Contract requires barriers, hoardings, access gates, fences, access gangways and hand-railing, weather protection, temporary lighting and anything else necessary for the security, protection, and safety of the public, employees of the contractor and others.

C3.9.4 TRAFFIC CONTROL ON ROADS

The Contractor shall be responsible for arrangement with the Metro Police when traffic Control is required.

C3.9.5 MEASURES AGAINST DISEASE AND EPIDEMICS

The contractor must give special attention to enforce good hygienic conditions on site.

C3.9.6 AIDS AWARENESS

The contractor shall ensure that aids counselling is available to the workers who need it.

C3.10 CIDB CRITERIA

- C3.10.1** The intention of this contract is to appoint a panel a maximum of three (3) qualifying contractors, each possessing a minimum CIDB grading of 5EP or 4EPPE. The panel will be constituted based on evaluation scores, with appointments awarded to the highest-, second highest, and third-highest scoring bidders, respectively.

C3.11 ALLOCATION OF WORK

Work will be allocated to the appointed panel in a fair, transparent, and structured manner, considering the outcomes of the bid evaluation process. During the initial allocation phase, work will be assigned sequentially, commencing with the highest-scoring bidder, followed by the second highest and third-highest scoring bidders. This approach is intended to ensure equitable distribution of opportunities in line with the procurement points calculation and evaluation ranking.

Thereafter, allocation of work will be undertaken based on a performance-driven approach, taking into consideration, inter alia, contractor performance, capacity, responsiveness, quality of delivery, and adherence to contractual obligations.

Annexure A

Abstract of City of Ekurhuleni LED Specification

National and International Standards

The following documents contain provisions that, through reference in the text, constitute requirements of this specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below.

SANS 1777:	Photoelectric control units for lighting (PECUs).
SANS 141:	Glass-reinforced polyester (GRP) laminates.
SANS 529:	Heat-resisting wiring cables.
SANS 121:	Hot-dip (galvanized) coating on fabricated iron and steel articles – Specifications and test method.
SANS 1088:	Luminaire entries and spigots.
SANS 1091:	Natural colour standards for paints.
SANS 60529:	Enclosure for electrical equipment. (Classified according to the degree of protection that the enclosure provides).
SANS 61048:	Auxiliaries for lamps - Capacitors for use in tubular fluorescent and other discharge lamp circuits – General and safety requirements.
SANS 1266:	Ballasts for discharge lamps (excluding tubular fluorescent lamps).
ARP 035:2014	Guidelines for the installation and maintenance of streetlighting.
SANS 60598-2-3:	Luminaires: Particular requirements for road and streetlight luminaires.
SANS 1507:	Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V).
SANS 60923:	Ballasts for discharge lamps (excluding tubular fluorescent lamps).
SANS 60827:	Starting devices (other than glow starters): Performance requirements.
SANS 61049:	Capacitors for use in tubular fluorescent and other discharge lamp circuit: Performance requirements.
SANS 60239:	Lamp holders and lamp holder adaptors (Schedule No 9).
SANS 475:	Luminaires for interior lighting, street lighting and floodlighting - Performance requirements.
SANS 61347-1:	Lamp controlgear Part 1: General and safety requirements.
SANS 61347-2-13:	Lamp controlgear Part 2-13: Particular requirements for d.c. or a.c. supplied electronic controlgear for LED modules.
SANS 62384:	DC or AC supplied electronic control gear for LED modules Performance requirements.
SANS 61547:	Equipment for general lighting purposes - EMC immunity requirements.
SANS 61000-3-2:	Electromagnetic compatibility (EMC) Part 3-2: Limits - Limits for harmonic current emissions (equipment input current ≤ 16 A per phase).
SANS 61000-3-3	Electromagnetic compatibility (EMC) Part 3-3: Limits - Limitation of voltage changes, voltage fluctuations and flicker in public low-voltage supply systems, for equipment with rated current ≤ 16 A per phase and not subject to conditional connection.

IEC 62031:2008+A1:2012	LED Modules for general lighting – safety specifications.
EN 62031:2008+A1:2013	LED modules for general lighting – safety specifications.
IEC 62471:2006	Photobiological safety of lamps and lamp system.
EN 55015/2013 +A1/2015	Limits and method of measurement of radio disturbance characteristics of electrical lighting and similar equipment.
EN 61547/2009:	Equipment for general lighting purpose – EMC immunity requirements. Electromagnetic compatibility (EMC).
EN 61000-3-2:2014	Part 3-2: Limits – Limits for harmonic current emissions (equipment input current 16A per Phase). Electromagnetic compatibility (EMC).
EN 61000-3-3:2013	Part 3-3 : Limits – Limitation of voltage change, voltage fluctuations and flicker in public low-voltage supply system for equipment with rated current 16A per phase and not subject to conditional condition.
IEC 605982-3: 2002+ Luminaires – Part 2-3: Particular requirements – Luminaires for road and street A1:2011 used in junction lighting With IEC 60598-1 (seventh Edition): 2008	Luminaires – Part 2-3: Particular requirements – Luminaires for road and streetlighting.
IEC 60529:2001	Degrees of protection provided by enclosures.
IEEE 802.15.4	Part 15.4: Low rate wireless personal area networks (LR-WPANs).
IEC 55015:	Limits and method of measurements of radio disturbance characteristics of electrical lighting and similar equipment.
IEC 5502:	Information Technology equipment-Radio Disturbance characteristics.

GENERIC SPECIFICATIONS

1 Definitions and Abbreviations

The terms, definitions and abbreviations of specifications as listed in Normative References shall apply to this specification.

CoE	-	City of Ekurhuleni
LED	-	Light Emitting Diodes
SEMS	-	Smart Energy Management System
HID	-	High Intensity discharge
HPS	-	High Pressure Sodium

2 Quantities

Not Applicable.

3 REQUIREMENTS OF STREET LIGHT LUMINAIRES (LED)

3.1 General

- 3.1.1** The luminaires shall be AC-direct with a driver IC and comply with SANS 60598-1, SANS 60598-2-3, SANS 60598-2-5, and SANS 475 for Class 1 luminaires or international accredited standards and be of the totally enclosed type. All luminaires shall bear the SANS 60598-2-3 safety as well as the SANS 475 or international accredited standard by ILAC.

- 3.1.2** All luminaires shall be delivered completely assembled with housing, SEMS device, surge protector, LED modules with heatsink, AC-direct dimmable driver IC and protector lens.
- 3.1.3** All Luminaires shall be class 1 of IEC 60598-1 or international ILAC accredited standard and be of totally enclosed type.
- 3.1.4** All Luminaires shall have an independent primary earth terminal. All metal covers shall be independently earthed.
- 3.1.5** All Luminaires shall be fitted with supply incoming terminal blocks, which are independently fixed and fastened to body of the luminaries or to the mounting plate. The terminals blocks shall be capable of accepting two 2.5 mm² conductors each.
- 3.1.6** The colour rendering index shall be ≥ 75 with a colour temperature of 5000K or more.
- 3.1.7** The LED shall have a burning hours of 50 000 hours or more.
- 3.1.8** The LED shall have a lumen/watt of ≥ 100 lm/w.
- 3.1.9** The LED shall have dim port of 0-10v or 1-10v and dimming technology ranging from 20% to 100% installed for energy saving.

3.2 System and Service Conditions

The luminaires shall be suitable for use outdoors in CoE with a low voltage (230/400 V) system and shall be designed for:

a)	Lowest/Highest system phase-to-earth voltage:	218 /240V	
b)	System frequency:	50 Hz	
c)	System: resistance	Neutral	earth
d)	Climate:	Dry	
e)	Altitude:	1800 m	
f)	Ambient temperature:	- 5 C to 40 C	
g)	Maximum relative humidity:	100%	
h)	Average total annual rainfall figure:	100 mm	
i)	Pollution:	Heavy	
j)	Lightning level:	High	

3.3 IP Rating and impact Resistance

- 3.3.1** Luminaires shall have a degree of protection that complies with SANS 60598-2-3, SANS 10098, Part 1 Code of Practice Table B-1 or international ILAC accredited standard.
- 3.3.2** Luminaires including AC-LED driver IC and SEMS device shall have a protection degree of IP rating (IP 65).
- 3.3.3** Luminaires shall have an impact resistance rating capable to withstand a high force or shock applied to it over a short period.
- 3.3.4** Luminaires shall not have any chemical glue on them.
- 3.3.5** IP ratings shall be certified by a SANS 60598-2-3 or international accredited standard with a test report.

3.4 Construction of Luminaires

- 3.4.1** The housing, shall be robustly constructed, weatherproof, hail proof, insect proof, corrosion proof, ultra-violet light resistant and vandal resistant. Fixing devices, junctions, lips and the like shall

be designed to shed water. Pockets and ledges in which condensation may accumulate shall be avoided. An exterior lip shall be provided on the housing to ensure that there is no direct rain water contact with the gasket between the housing and the diffuser, thus ensuring that no moisture is sucked into the diffuser when the luminaire is switched off.

3.4.2 The luminaires shall be constructed from Die-Cast Aluminium and or combination of Die-Cast aluminium, Polycarbonate and Glass fibre (PC/GF) lightweight durable materials, parts shall be compatible and failure or deterioration shall not occur due to electrolytic action or by differential thermal expansion.

3.4.3 The housing on the AC-LED modules shall have a heat sink with no fans, pumps or liquids, and the design of the housing or heat sink shall prevent the accumulation of dirt and nesting of insects or ants, thus ensuring effective heat dissipation. Heat from the LED source to the exterior shall be dissipated by direct conduction or any other reliable form of cooling that will not compromise the useful life of LEDs, and shall have high reflective components to increase light output.

3.4.4 The replacement of the LED modules and the SEMS device shall be possible without removing the whole luminaires, but by means of replacing only the LED modules and SEMS device, by means of a hinging mechanism, or other such methods which does not require special tools in order to allow of integration of future technologies.

3.4.5 The SEMS device shall be internally and be replaceable with the use of commonly available tools.

3.4.6 Attention shall be given to the accessibility of parts and to other requirements necessary for efficient maintenance and cleaning where required. If screws are used to secure covers, they shall be held captive when opened.

3.4.7 The AC-LED module compartment shall have extra-white thermally hardened glass or polycarbonate (PC) cover and high quality silicon gaskets, the glass cover must be tightly secured with the housing.

3.4.8 Ferrous components shall be hot-dip galvanised and shall withstand the test specified in the current edition of SANS 10763 for heavy duty application.

3.4.9 Small components (such as toggle clips, bolts, screws, nuts, washers) shall be manufactured of rust free coated steel or stainless steel.

3.5 Mounting

3.5.1 Luminaire entries shall be of a material that is inherently corrosion resistant and compatible with the galvanised mild steel supporting spigot to such a degree that deterioration by electrolytic action will not occur.

3.5.2 Spigot entries shall be designed to fit easily over the bracket pipe and shall be truly parallel to the fitting axis and shall comply with Table 1 of SANS 101088:1990 as follows:

- For Type 2 luminaires (side entry): Nominal size 42 mm
- For Type 3 luminaires (bottom entry): Nominal size 76 mm

3.5.3 The luminaire shall be secured on its spigot by at least two stainless steel M8/M10 hexagonal-head or two stainless steel M8/M10 Allen-head screws as specified in ISO 4762. The construction of the housing shall be such that cracking cannot occur during the process of fixing the luminaire to the pole or bracket.

3.5.4 Luminaires should incorporate a positive and substantial means of fixing to the pole or bracket, designed to allow adjustment and to ensure that once set to the required position, the luminaires remain locked in that position.

3.5.5 Luminaires must be fitted with a tamper proof screws, in-order to have a controlled access.

3.6 Protector

3.6.1 It shall be of high –impact, toughened, clear glass or polycarbonate.

3.6.2 The protector shall form a seal completely preventing entry of moisture, dust and insects into the LED compartment. One piece gasket of silicon sponge material shall be used for this purpose. The gasket shall not deteriorate or suffer permanent deformation due to light, heat or compression, to which they will be exposed during the life of the luminaries.

3.7 Optics

3.7.1 The light output ratio shall be $\geq 85\%$ and the efficiency of ≥ 90 lumen per watt.

3.7.2 The optics design shall ensure adequate luminance and illuminance uniformity in the unlikely event of an individual LED failure.

3.7.3 The fixture shall offer choice of narrow, medium and wide beam light distribution.

3.7.4 The optical lens system shall have a long life with no discoloration (UV protection), highest possible light transmission and white painted circuit board for high reflectivity for maximum light output.

3.8 AC-LED Driver IC

3.8.1 AC-LED Driver IC shall be housed fully within the AC-LED Module and be suitable for operation with the specified rating of luminaries. For safety reasons, the AC-LED Driver IC shall be attached on the PCB and sealed in the module.

3.8.2 The output of the drivers shall be 50 Hz.

- 3.8.3** The AC-LED module driver IC shall operate at a power factor of 0.95 or greater, and the harmonic distortion levels be less than 20% so as to not interfere on the electrical network.
- 3.8.4** The AC-LED module shall be able to withstand surge of up to 10 kV/10kA. This surge protection shall be easily replaceable and shall fail in an open circuit mode to protect the luminaire from further surges.
- 3.8.5** The lifetime of AC-LED driver IC shall be 50 000 hrs with 90% survival over the lifetime.

3.9 Earthing

- 3.9.1** The luminaire shall be earthed in accordance with the Electrical Machinery Regulations R(S) 13 of the Machinery and Occupational Safety Act.
- 3.9.2** Metal parts of luminaires which may become alive in the event of an insulation fault and which are not accessible when the luminaire is mounted but liable to come into contact with the supporting surface shall be permanently and reliably connected to an earthing terminal and shall withstand the test specified in SANS 60598-2-3 or ILAC accredited international standards.
- 3.9.3** Protection against electric shock shall be maintained for all methods and position of installation in normal use. Protection shall also be maintained after removal of all parts which can be removed by hand, except those parts of lamp holders specified in sub-clause 8.2.1 of SANS 101464-Part 1:1991 or ILAC accredited international standards.
- 3.9.4** Earthing terminals shall comply with SANS 60598-2-3 or ILAC accredited international standards.
- 3.9.5** All parts of an earth terminal shall be made of brass or other corrosion resistant metal and the contact surfaces shall be bare metal and not painted or varnished surfaces.
- 3.9.6** All earth connections shall be effected by means of suitable lugs appropriately made to avoid all possibility of electrolytic corrosion.
- 3.9.7** An earth connection shall be provided in all instances, even if the luminaire is fully insulated and even if all conductive parts, which could become alive in the event of an insulation fault, are not accessible. This is to facilitate future wiring should the luminaire be replaced by a unit which requires an earth connection.

3.10 Photocell Control

- 3.10.1** If required the luminaire shall be supplied complete with a photocell receptacle mounted on the top surface of the luminaire in a position where it is least likely to be affected by luminaire heat.
- 3.10.2** The photocell receptacle (NEMA base) shall comply with NRS 025. Each photocell receptacle shall indicate on its base each terminal as line, load or neutral.
- 3.10.3** The photocell receptacle shall be fitted to a surface on the luminaire and secured firmly.
- 3.10.4** Contacts within the photocell receptacle base shall be manufactured from brass, copper or other acceptable corrosion-resistant material that is galvanically compatible with copper.

- 3.10.5** The photocell receptacle shall be wired into the luminaire circuit ready for use.
- 3.10.6** Each luminaire shall be supplied with a clip-on rubber or durable material receptacle cover to prevent the ingress of dirt or water according to the IP rating classification during storage and installation until such time as a photocell can be fitted to the unit.

3.11 Wiring

- 3.11.1** The internal wiring of the luminaires shall be flexible and suitably insulated to withstand the voltage and the temperature encountered in service. Wiring colours shall be: live-brown (or red), neutral-blue (or black), earth-green/yellow and any other colour for dim ports etc.
- 3.11.2** The wiring to the LED module compartment shall be suitable grommited, ensuring a perfect seal between compartments and protection of wiring.

4 REQUIREMENTS OF LED FLOODLIGHTING LUMINAIRES

4.1 General

- 4.1.1** The luminaires shall comply with SANS 60598-1, SANS 60598-2-3, SANS 60598-2-5, and SANS 475 for Class 1 luminaires or international ILAC accredited standard and be of the totally enclosed type. All luminaires shall bear the SANS 60598-2-3 safety as well as the SANS 475 or international ILAC accredited standard.
- 4.1.2** All luminaires shall be delivered completely assembled with housing, SEMS device, surge protector, LED modules with heatsink, AC-direct dimmable driver IC and protector lens.
- 4.1.3** All Luminaires shall have an independent primary earth terminal. All metal covers and covers shall be independently earthed.
- 4.1.4** All Luminaires shall be fitted with supply incoming terminal blocks, which are independently fixed and fastened to body of the luminaries or to the mounting plate. The terminals blocks shall be capable of accepting two 2.5 mm² conductors each.
- 4.1.5** The colour rendering index shall be ≥ 75 with a colour temperature of 5000K or more.
- 4.1.6** The LED shall have a burnings hours of 50 000 hours or more.
- 4.1.7** The LED shall have a lumen/watt of ≥ 100 lm/w.
- 4.1.8** The LED shall have dimming technology ranging from 20% to 100% installed for energy saving.

4.2 IP Rating and impact Resistance

- 4.2.1** Luminaires shall have a degree of protection that complies with SANS 60598-2-3, SANS 10098, Part 1 Code of Practice Table B-1 or international ILAC accredited standards.
- 4.2.1** Luminaires including drivers/control gear, SEMS device shall have a protection degree of IP rating (IP 65).
- 4.2.1** Luminaires shall have an impact resistance rating capable to withstand a high force or shock applied to it over a short period.

- 4.2.2 Luminaires shall not have any chemical glue on them.
- 4.2.3 The IP ratings shall be certified by a SANS 60598-2-3 or international ILAC accredited standards with a test report.

4.3 Construction of Floodlights Luminaires

- 4.3.1 The housing, shall be robustly constructed, weatherproof, hail proof, insect proof, corrosion proof, ultra-violet light resistant and vandal resistant. Fixing devices, junctions, lips and the like shall be designed to shed water. Pockets and ledges in which condensation may accumulate shall be avoided. An exterior lip shall be provided on the housing to ensure that there is no direct rain water contact with the gasket between the housing and the diffuser, thus ensuring that no moisture is sucked into the diffuser when the luminaire is switched off.
- 4.3.2 The luminaires shall be constructed from Die-Cast Aluminium lightweight durable materials, parts shall be compatible and failure or deterioration shall not occur due to electrolytic action or by differential thermal expansion.
- 4.3.3 The housing shall have a heat sink with no fans, pumps or liquids, and the design of the heat sink shall prevent the accumulation of dirt and nesting of insects or ants, thus ensuring effective heat dissipation. Heat from the LED source to the exterior shall be dissipated by direct conduction or any other reliable form of cooling that will not compromise the useful life of LEDs, and shall have high reflective components to increase light output.
- 4.3.4 The replacement of the LED modules and the SEMS device shall be possible without removing the whole luminaires, but by means of replacing only the LED modules and SEMS device, by means of a hinging mechanism, or other such methods which does not require special tools in order to allow of integration of future technologies.
- 4.3.5 The SEMS device and the driver shall be internally and be replaceable with the use of commonly available tools.
- 4.3.6 Due attention shall be paid to the accessibility of parts and to other requirements necessary for efficient maintenance and cleaning.

4.4 Mounting

- 4.4.1 The stirrup shall be manufactured from hot dipped galvanised steel.
- 4.4.2 Holes shall be provided for mounting purposes.

4.5 Optics

- 4.5.1 The optics shall be of a Floodlighting distribution.
- 4.5.2 A range of optics shall be available, from narrow spot to extra wide Area, being minimum of six variations in lighting distribution.
- 4.5.3 The multiple light distributions ensure that the specific requirements of various application shall be achieved.

4.6 AC-LED Driver IC

- 4.6.1 AC-LED Driver IC shall be housed fully within the AC-LED Module and be suitable for operation with the specified rating of

luminaries. For safety reasons, the AC-LED Driver IC shall be attached on the PCB and sealed in the module.

- 4.6.2** The output of the drivers shall be 50 Hz.
- 4.6.3** The AC-LED module driver IC shall operate at a power factor of 0.95 or greater, and the harmonic distortion levels be less than 20% so as to not interfere on the electrical network.
- 4.6.4** The AC-LED module driver IC shall be able to withstand surge of up to 10 kV/10kA. This surge protection shall be easily replaceable and shall fail in an open circuit mode to protect the luminaire from further surges.
- 4.6.5** The lifetime of AC-LED driver IC shall be 50 000 hrs with 90% survival over the lifetime.
- 4.6.6** The AC-LED module driver IC compartment shall be sealed by a hinged non-corrosive, lightweight cover. No components shall be mounted onto this cover. The cover shall be secured onto the fitting by means of a stainless steel clip or stainless steel screw or any combination of stainless steel clips and screws in such a manner that the integrity of the IP rating of the luminaire is adequately maintained. These screws, bolts or clips shall be held captive once loosened.
- 4.6.7** The AC-LED module driver IC shall have an efficiency of $\geq 85\%$.

4.7 Earthing

As per **section 3.9**.

4.8 Photocell Control

As per **section 3.10**.

4.9 Wiring

As per **section 3.11**.

5 STREET LIGHT AND FLOODLIGHT LUMINAIRE MARKINGS

- 5.1** Each luminaire shall be distinctly marked (25 mm high lettering) on the outside of the control gear compartment, where it can be easily seen, with the following information:
 - (a) Rated wattage of luminaire in accordance with the description specified, eg 18 W;
 - (b) The type of luminaire it is designed, eg, LED for Light Emitting Diode
- 5.2** The labelling shall display the colours for the various light sources:
- 5.3** A luminaire delivered without the specified markings will be rejected.
- 5.4** The appointed service provider shall submit a sample upon award in-order to ensure compliance to the above.

6 STREET LIGHT AND FLOODLIGHT LUMINAIRE PACKAGING

Each luminaire shall be delivered completely assembled ready for use and shall be individually packed in suitable containers such as cardboard boxes. The smaller luminaires may be packed two per box. The containers shall be marked with appropriate description and stock code of the lamp contained within.

7 STREET LIGHT AND FLOODLIGHT LUMINAIRE DOCUMENTATION

- 7.1** Method of manufacture;
- 7.2** Dimension and weight of the luminaire;
- 7.3** Lifespan of Luminaire
- 7.4** Cooling mechanism of the luminaire;
- 7.5** Design data and result in electronic format;
- 7.6** Drawings etc.

8 STREET LIGHT AND FLOODLIGHT LUMINAIRE SPARES

- 8.1** Bidders shall state their recommendations regarding the stocking of spare parts, which will be ordered at the discretion of the Ekurhuleni Metro Council and shall indicate whether such spare parts are available ex local stocks.
- 8.2** Any spare apparatus shall be subject to the same specification, tests and conditions as similar material supplied under the main contract.
- 8.3** Bidders shall guarantee that spare components of all types shall be available for a period of at least 5 years following contract award. The contractor will be required to give at least 12 months' notice of any sub-contractor's intention to cease the manufacture of any component.

9 STREET LIGHT AND FLOODLIGHT LUMINAIRE GUARANTEE

- 9.1** All luminaires offered shall have a minimum guarantee period of **Five Years**. If luminaires are found to have failed within this period as a result of poor manufacturing processes and or poor materials it shall be replaced free of charge by the service provider. Luminaires bearing a date of manufacture exceeding four months prior to the date of delivery shall not be acceptable.
- 9.2** The scope of this guarantee includes **the Luminaire housing, diffuser, AC LED Module Drivers** etc.

10 STREET LIGHT AND FLOODLIGHT LUMINAIRE TEST REPORTS

- (a) Type tested in accordance with SANS 475 or international ILAC accredited standard.
- (b) IP rating tested in accordance with SANS 60598-2-3 or international ILAC accredited standard.
- (c) Certified data from a recognized test authority regarding degradation of the material and depreciation of light transmission under working conditions, i.e. temperature and ultra-violet irradiation for the following:
- (d) And all related test in accordance with the relevant SANS or international ILAC accredited standard.

11 PARTICULARS TO BE SUPPLIED FOR STREET LIGHT AND FLOODLIGHT LUMINAIRE

- 11.1** The following diagrams shall be submitted with the tender. All diagrams shall relate to the luminaire offered its rating specified. The diagrams shall be of a reasonable size, for example 150 mm × 150 mm at least.
 - (a) ISO lux diagram of the luminaire offered in ratios of mounting height to transverse and longitudinal distance for the luminaire mounted horizontally.
 - (b) Utilisation curves for the luminaire mounted at 15 deg.
 - (c) Principal vertical polar curve and polar curve in vertical plane parallel to street axis expressed in units of candela per 1 000 lamp lumens.
 - (d) Polar curves for the luminaire taken at approximately 15deg. Intervals for the luminaire mounted horizontally and expressed in units of candela per 1000 lamp lumens.**OR**
 - (e) Isocandela diagram for the luminaire mounted horizontally and expressed in units of candela per 1000 lamp lumens.