

TENDER NO. 09_2026-2027T



TENDER DOCUMENT

FOR THE

SUPPLY AND INSTALLATION OF HIGH MAST LIGHTS IN WARD 8, 10, 13, 15 AND 16

ISSUED BY:	COMPILED BY:	For official use:
Supply Chain Management Office Senqu Municipality 19 Murray Street, Lady Grey, 9755 Private Bag X 003, Lady Grey, 9755 Tel: 051 003 2700 e-mail: info@senqu.gov.za	Project Management Unit 19 Murray Street, Lady Grey, 9755 Private Bag X 003, Lady Grey, 9755 Tel: 0605185944 e-mail: tobbenl@senqu.gov.za	SIGNATURES OF MUNICIPALITY OFFICIALS AT TENDER OPENING 1. 2. 3.

AUGUST 2026

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	

Bid No 09/2026-2027T
Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16

(1) GENERAL TENDER INFORMATION		
TENDER DETAILS		Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16
Tender advertising date	14 August 2026	
Tender closing date	15 September 2026	
Tender closing time	12H00	
Estimated CIDB contractor grading designation	It is estimated that bidders should have a CIDB contractor grading of 6EP or higher.	
Technical contact person	Mr. LH Tobben 0605185944 tobbenl@senqu.gov.za	
SCM contact person	Mr. N. Ngwenya 051 003 2794 ngwenyan@senqu.gov.za	
CLARIFICATION MEETING		
Nature of meeting	Compulsory site meetings for all three sites are compulsory. Cor-ordinates of Site Meeting Venue. 30°48'2.48"S 27°57'21.54"E	Please print Certification of Attendance at Clarification Meeting and bring it to the Site Meeting for relevant signatures page 71
Date and time of meeting	26 August 2026 at 12pm Doors will be closed at 12H10	
Venue of Meeting	Rhodes Village at Zakhele Community Hall	
TENDER SUBMISSION DETAILS		
Tender box address	Senqu Municipality, 19 Murray Street, Lady Grey	
Tender submission process	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, and the closing date indicated on the envelope. The sealed envelope must be inserted into the tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.	

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Installation for High Mast Lights in Ward 8, 10, 13, 15 and 16

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T1.1 Tender Notice and Invitation to Tender

SENQU LOCAL MUNICIPALITY

INVITES YOU TO SUBMIT AN OFFER FOR THE FOLLOWING TENDER:

TENDER NUMBER:	09_2026-2027T	
TENDER TITLE	Supply and Installation of High Mast lights in Ward 8,13,10, 15 and 16	
CLOSING DATE	15 th of September 2026	
CLOSING TIME	12h00	
ADDRESS OF MUNICIPALITY	Senqu Municipality, 19 Murray Street, Lady Grey	
DATE OF CLARIFICATION MEETING	26 th of August 2026	
NATURE OF CLARIFICATION MEETING	Site meeting is compulsory	
TIME OF CLARIFICATION MEETING	12pm	
VENUE OF CLARIFICATION MEETING	Rhodes Village at Zakhele Community Hall. Cor-ordinates of Site Meeting Venue. 30°48'2.48"S & 27°57'21.54"E	
CIDB REQUIREMENTS	It is estimated that bidders should have a CIDB contractor grading of 6EP or higher.	
TECHNICAL ENQUIRIES	Mr. LH Tobben 0605185944 tobbenl@senqu.gov.za	
SCM ENQUIRIES	Mr. N. Ngwenya 051 003 2794 ngwenyan@senqu.gov.za	
TENDER VALIDITY PERIOD	84 days	
PREFERENTIAL POINT 80 / 20		POINTS
	PRICE	80
	SPECIFIC GOALS	20
	Points for historically disadvantaged people by unfair discrimination based on race, gender, or disability	10
	Points for Locality (Domiciled in the Senqu Local Municipality)	10
	Points for Locality (Domiciled in the Joe Gqabi District Municipality)	5
	Points for Locality (Domiciled in the Eastern Cape Province)	2
	Points for Locality (Domiciled outside the Eastern Cape Province)	0
	Total points for Price and specific goals must not exceed	100

Tenders may only be submitted on the bid documentation provided by the municipality. The completed original tender document and all supporting documentation shall be placed in a single sealed envelope clearly marked with the name and address of the tenderer, the tender number and title, and the closing date indicated on the envelope, and deposited in the tender box at the address, and by the date and time stated above. It is recommended that a USB Flash Drive with a copy of the tender is also included in the envelope. No faxed or e-mailed documents will be accepted. The Senqu Municipality does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender. Tenders will be opened in public as soon as practical after the closing time.

Documents will be available on the municipal website <https://www.senqu.gov.za/active-tenders-2024/>

Tender enquiries can be made to the parties as stated above.

A clarification meeting as stated above will be held on the date and time at the venue stated above. Tenders

Tenders must be compliant with all bid requirements stated in the tender document. Bidders are specifically referred to the requirements of the Preferential Procurement Regulations, 2022, including but not limited to price and specific goals criteria **as stated in the tender document**. If applicable, only locally produced, or manufactured goods meeting the stipulated minimum threshold for local production and content, will be considered. Tenderers' attention is drawn to the registration requirements in the tender documents in respect of registration on the municipal supplier database, Central Suppliers' Database, Construction Industry Development Board (if applicable), etc.

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
C.1	General
C.1.1	Actions
C.1.1.1	The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised. Please refer to this document contained on the Employer's website. Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy. The Employer is the Senqu Municipality, represented by the Project Management Office. In addition to the above, the following further documents are part of the tender: VOLUME 2: Drawings (listed in C3.2 Engineering) Bill of Quantities and MBD documents for local content. VOLUME 3 : The General Conditions of Contract for Construction Works, Third Edition, 2015, prepared by the South African Institution of Civil Engineering (SAICE). This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za. VOLUME 4 : The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).prepared by the South African Institution of Civil Engineers. These publications are available and tenderers must obtain copies at their own cost from SAICE House, Block 19, Thornhill Office Park, 94 Bekker Road, Vorna Valley, Midrand, 168 Volumes 3 and 4 may also be inspected, by appointment, at the offices of the Employer's agent during normal office hours.
C.1.4	Communication with the employer Verbal or any other form of communication, from the Employer, its employees, agents, or advisors during clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Bid Adjudication Committee or its nominee. All communication with the Employer must be directed to the person and details noted below:

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Name	Mr. N Ngwenya
Designation	Manager Supply Chain Management
Address:	19 Murray Street
	Lady Grey
	9755
Tel:	051 003 2794
Email	ngwenan@senqu.gov.za

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.6.2 Competitive negotiation procedure

A competitive negotiation procedure will not be followed.

C.1.6.3 Proposal procedure using the two-stage system

A two-stage system will not be followed.

C.1.6.5 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

C.1.6.5.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

C.1.6.5.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant Municipality appeal authority must consider the appeal and may confirm, vary or revoke the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

C.1.6.5.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

C.1.6.5.4 All requests referring to sub clauses C.1.6.5.1 to C.1.6.5.3 must be submitted in writing to:

The Municipal Manager

Via hand delivery at: Senqu Municipality, 19 Murray Street, Lady Grey

Via post at: Private Bag X003, Lady Grey, 9755

Via email at: mawongat@senqu.gov.za

C.1.7 Senqu Municipality Supplier Database Registration

Tenderers are required to be registered on the Employer's Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the Employer's Supplier Database may collect registration forms from the Senqu Municipality at 19 Murray Street, Lady Grey (Tel 051 003 2753). Registration forms and related information are also available on the SM's website by following the link alongside –

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<https://www.senqu.gov.za/supplier-registration-forms/>.

It is each tenderer's responsibility to keep all the information on the Supplier Database updated.

C.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

C.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to the Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.4 Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.4.1 Construction Industry Development Board (CIDB) Registration

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 7CE class of construction work, will be declared responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the 7CE class of construction work; and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numerics associated with the contractor Grading Designations see Annex G attached.

C.2.1.4.2 Compliance with requirements of SM SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Compulsory Enterprise Questionnaire** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- c) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- d) A copy of the partnership / joint venture / consortium agreement to be provided;
- e) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practices that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse

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of the Supply Chain Management Policy;

- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Municipal Accounts' Status** schedule to be provided and which does not indicate any details that prevents the award of the tender based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the SCM Policy.

C.2.1.4.3

Minimum score for functionality

Only tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the total sum of the scores achieved during the evaluation process.

PRICE AND PREFERENCE POINTS

	BREAKDOWN	WEIGHT
1.	Price	80
2.	Specific Goals	20
	Total	100

FUNCTIONALITY REQUIREMENTS

NO.	CRITERIA	WEIGHTING
1.	Experience	35
2.	Expertise	35
3.	Ownership or capability to hire equipment and plant	30
GRAND TOTAL		100

The minimum score for functionality is 80.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture appended to this tender submission. Likewise, where a tender submission relies on the experience of sub-contractors, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

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

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Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

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

The minimum qualifying score for functionality is **80** out of a maximum of **100**.

Where the entity tendering is a Joint Venture, Consortium, or reliant upon sub-contractors, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the tendering entity.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

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

The following criteria will be used to calculate points for functionality of Service providers tender offers, and Service providers must ensure that they submit all information and required evidence to be evaluated in terms of functionality on the criteria mentioned in the table below:

FUNCTIONALITY ASSESSMENT – POINTS SCORING

Functionality Category & Description	Points Allocation
1. Bidder Experience (High Mast Installations or HV Electrical infrastructure Projects with a minimum project value of R 2 Million and above) 2. Completion Certificate can either be Practical completion certificate, Certificate of Completion or Final Completion Certificate	Maximum = 35
5 Completion Certificates	35
3 to 4 Completion Certificates	21
1 to 2 Completion Certificates	7
N.B: Tenderers submit certificates of complete projects with valid contact details for similar projects, namely High Mast Installations or HV Electrical Infrastructure NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.	
2. Bidder Personnel Expertise	Maximum = 35
Contract Manager: minimum B Degree (NQF7) Electrical Engineering and 8 years' experience. Should be registered as a Professional with ECSA	10
Electrical Technician: minimum National Diploma (NQF6) in Electrical Engineering with 5 years' experience	10
Site Personnel:	
1. 1 x Installation Electricians with minimum of 5 years' experience	5
2. 1x Trade Test Electrician with a minimum of 5 years' experience	5
3. 1x Safety Officer with a minimum of 5 years' construction experience	5
N.B: TENDERERS TO SUBMIT AN ORGANOGRAM INDICATING NAMES AND POSITIONS OF STAFF IN RELATION TO THE PROJECT. CURRICULUM VITAE, ID COPIES & CERTIFICATES OF ABOVE PERSONNEL TO BE ATTACHED. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS. CERTIFIED COPIES REQUIRED OF QUALIFICATIONS AND IDENTITY DOCUMENTS	
3. Ownership or capability to hire equipment and plant	Maximum = 30
1. Truck with Crane with a 25 to 40 Ton, A boom length of 45 to 55 meters is necessary to easily clear the mast's Capacity x 1	10
2. DCP Testing Equipment & concrete Vibrator x 1	5
3. 2 x LDV's or more	10
4. Tractor Loader Backhoe (TLB) x 1	5

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NB:

FOR PLANT AND CONSTRUCTION VEHICULAR EQUIPMENT, PROOF OF OWNERSHIP WITH COPIES OF VALID REGISTRATION CERTIFICATES, OR LETTER OF INTENT TO LEASE WITH COPIES OF VALID REGISTRATION CERTIFICATES, MUST BE SUBMITTED IN ORDER TO SCORE POINTS. FOR SMALL EQUIPMENT AND HAND-HELD EQUIPMENT, PROOF OF PURCHASE AND/OR INSURANCE IN THE COMPANY NAME MUST BE SUBMITTED. WHERE THE REQUIRED PLANT OR EQUIPMENT DOES NOT COMPLY WITH THE MINIMUM QUANTITY SPECIFIED, NO POINTS SHALL BE SCORED.

For the purpose of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information on substantiation of compliance to the evaluation criteria. **The service provider should at least score a minimum of 80 points out of the 100 points in order to be considered in the next evaluation phase.**

C.2.1.4.4 Local Content

The Employer promotes the procurement of goods manufactured by local suppliers. The Department of Trade, Industry, and Competition and National Treasury have identified specific designated sectors which require local content compliance. Further details of designated sectors are available on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> and http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx.

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the Employer are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

In addition to the above:

- a) The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.

- C21431 The stipulated minimum threshold percentages for local production and content for the **Electrical Engineering sector** ("the designated sector") is **100%** and will include all sub-sectors from the applicable National Treasury Instruction Note.
- C21432 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade, Industry and Competition (DTIC) (Chief Director: Industrial Procurement, tel. 012 394 3927 and email tmakube@thedtic.gov.za) should there be a need to import such raw material or input.
- C21433 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.
- C21434 The Employer is obliged and must ensure that contracts for **the designated sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTIC for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the Employer's SCM Policy.
- C21435 A bid will be declared non-responsive if the **Local Content Declaration / Annexure C** returnable schedule as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid. Bid will also be declared non-responsive if any line item on Annexure C indicates a local content percentage that is lower than the stipulated thresholds.
- C21436 For further information relating to the local production and content legislation, bidders may refer to website <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> or may contact the local content helpline at telephone number (012) 394 1435. Alternatively, bidders may contact the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 5598 and e-mail CMatidza@thedti.gov.za.

C.2.1.4.4 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

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Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.

C.2.1.4.5 Pre-qualification criteria for preferential procurement (Not Applicable)

Only those tenderers who meet the following pre-qualification criteria will be declared responsive:

- a) a tenderer having a stipulated minimum B-BBEE status level of contributor of level ;
- b) an EME or QSE;
- c) a tenderer subcontracting a minimum of 30% to:
 - i. an EME or QSE which is at least 51% owned by black people;
 - ii. an EME or QSE which is at least 51% owned by black people who are youth;
 - iii. an EME or QSE which is at least 51% owned by black people who are women;
 - iv. an EME or QSE which is at least 51% owned by black people with disabilities;
 - v. an EME or QSE which is at least 51% owned by black people living in rural or undeveloped areas or townships;
 - vi. a co-operative which is at least 51% owned by black people;
 - vii. an EME or QSE which is at least 51% owned by black people who are military veterans;
 - viii. an EME or QSE.

Tenderers must fully complete the schedule titled **Schedule of Pre-Qualification Criteria Sub-Contractors** and provide proof of all such subcontracting arrangements in order for this requirement to be evaluated.

C.2.1.4.6 Good standing with Bargaining Council

Tenderers who are in good standing with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** should submit proof of good standing. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

C.2.3 Check documents

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's at once of any such problems identified

C.2.7 Clarification meeting

The arrangements for the clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable) .

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

C.2.8 Seek Clarification

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received all notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

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C.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 in writing, or necessary to correct errors made by the tenderer.

C.2.13

Submitting a tender offer

C.2.13.1

Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

C.2.13.5

The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

C.2.13.6

A two-envelope procedure will **not** be followed (C.3.5).

C.2.13.10

By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.13.11

The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, upon written request in terms of this clause, subject to the following:

- a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C2. 14

Closing time

12pm

C.2.15.1

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16

Tender offer validity

C.2.16.1

The tender offer validity period is **12 weeks (84 days)**.

C.2.16.2

Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of three (3) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the Municipal Manager.

C.2.17

Clarification of tender offer after submission

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

C.2.18

Provide other material

Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive

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of VAT exceeds R 10 million:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer 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;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

C.2.18.4 Municipal Accounts

In addition to the conditions stated in C.2.1.4.2.k of these tender conditions, tenderers further undertake to fully cooperate with the SM in the provision of appropriate and valid information and / or evidence to enable the SM to determine whether the entity and its directors / members / partners has any municipal arrears greater than 90 days. The SM reserves its rights to make additional enquiries in this regard, with the bidding entity or any municipality or municipal entity.

C.2.18.5 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 18: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.

C.2.23 Certificates

The tenderer is required to submit the following:

C.2.23.1 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2.h. In this regard, it is the responsibility of the Tenderer to provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall separately submit the aforementioned information.

Before making an award the Municipality must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the Municipality, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the Municipality via CSD or e-Filing. The Municipality should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

C.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the SM with the tender submission..

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in

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the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**.

The tenderer shall indicate in the **PREFERENCE POINTS CLAIM FORM** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

C.2.24 Proposed Deviations and Qualifications

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accepts that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances.

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

C3.4 Opening of tender submissions

The location for opening of the tender offers is at the address as stated on the General Tender Information page.

C.3.8 Test for responsiveness

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 unless there is clear evidence to the contrary that the amount in figures is correct (such as alignment between the amount in fissures and the priced bills of quantities).

C.3.9.5 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further arguments, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

C.3.10 Clarification of a tender offer

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The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer that does not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Bid Evaluation Committee using any means as appropriate.

C.3.11 Evaluation of tender offers

C.3.11.2 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations of 2022 as follows:

C.3.11.3.1 The preference point system applicable to this tender is the 80/20 preference point system.

OR

The preference point system applicable to this tender is either the 80/20 or 90/10 preference point system and the lowest acceptable tender will be used to determine the applicable preference point system.

C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.

C.3.11.3.3 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.

Points will be awarded to tenderers who are eligible for preferences in terms of the **PREFERENCE POINTS CLAIM FORM** (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of the **PREFERENCE POINTS CLAIM FORM** shall apply in all respects to the tender evaluation process and any subsequent contract.

C.3.11.4 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following objective criteria:

- a) reasonableness of the financial offer (10% threshold above and below cost estimate)
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13).

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the Municipality as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the Municipality;
- d) negative social media reports; and

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- e) adverse assurance (e.g. due diligence) report outcomes.
- C.3.13.2 The Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.
- C.3.13.4 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.
- C.3.17 **Provide copies of the contract**
The number of paper copies of the signed contract to be provided by the Employer is one.
- C.3.19 Negotiations with preferred tenderers**
The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:
- a) does not allow any preferred tenderer a second or unfair opportunity;
 - b) is not to the detriment of any other tenderer; and
 - c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the Employer.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2022, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

Bid No 09/2025_2026T
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Annex C
(normative)
Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.*

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 tenderer 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 tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it

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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;

C.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.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer 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 engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

C.1.6.2 Competitive negotiation procedure

C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.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.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their

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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.

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

C.1.6.3 Proposal procedure using the two stage-system

C.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.

C.1.6.3.2 Option 2

C.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.

C.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.

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C.2 Tenderer's obligations

C.2.1 Eligibility

C.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.

C.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.

C.2.2 Cost of tendering

C.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.

C.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.

C.2.3 Check documents

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

C.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.

C.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.

C.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.

C.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.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.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.

C.2.10 Pricing the tender offer

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C.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 fourteen (14) days before the closing time stated in the tender data.

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

C.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.

C.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.

C.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.

C.2.12 Alternative tender offers

C.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.

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

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C.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.

C.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.

C.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.

C.2.15 Closing time

C.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.

C.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.

C.2.16 Tender offer validity

C.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.

C.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.

C.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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.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 C.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.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.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.

C.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.

C.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.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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.

C.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 (3) working 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 collected tender documents.

C.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.

C.3.4 Opening of tender submissions

C.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.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in

Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16

the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

C.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.

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

C.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.

C.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.

C.3.8 Test for responsiveness

C.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.

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;

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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.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall 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.

C.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.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

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- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.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.

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

C.3.14 Prepare contract documents

C.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.

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

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties

Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16

to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.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.

C.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.

Annex G

(normative)

Alpha-numeric associated with the Contractor Grading Designations

In terms of Government Gazette 42561, dated 5 July 2019, the tender value range as set out in Table 8 in cidb Regulation 17 has been amended. Table G1 below reflects the amended values that come into effect on 07 October 2019

Table G1: Contractor grading designations and associated parameters applicable after 7 October 2019

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

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Table G2: Classes of construction work

Description	Designation	Definition	Work types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure.	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity;	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township Reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorized in terms of the definitions provided for civil engineering works, electrical engineering works,	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls

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Description	Designation	Definition	Work types	Examples
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors. a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	

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Description	Designation	Definition	Work types	Examples
	SK	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

TENDER
PART T2: RETURNABLE DOCUMENTS

T2.1	List of Returnable Documents	31
T2.2	Returnable Schedules	32 – 41

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

1. Returnable Schedules that will be incorporated into the Contract

1:	COMPULSORY ENTERPRISE QUESTIONNAIRE	37
2:	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	40
3:	CERTIFICATE OF AUTHORITY	42
4:	FOR JOINT VENTURES / PARTNERSHIPS / CONSORTIA	43
5:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	44
6:	DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)	45
7:	PREFERENCE POINTS CLAIM FORM (where preferences are granted in respect of B-BBEE contribution) - MBD 6.1 amended	48
8:	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (MBD 5)	53
9:	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)	55
10:	SCHEDULE OF PRE-QUALIFICATION CRITERIA FOR SUB-CONTRACTORS	60
11:	MUNICIPAL ACCOUNTS' STATUS	61
12:	DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION	62
13:	CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION	63
14:	SCHEDULE OF SUBCONTRACTORS	64
15:	PRELIMINARY PROGRAMME	65
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22:	DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014	75

T2.2 Returnable Schedules

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.													
Section 1a: Name of enterprise:													
Section 1b: Trading as (if different from above)													
Section 1c: Type of Entity (please select an option)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border-bottom: 1px solid black;">Individual / Sole Proprietor</td> <td style="width: 30%; border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Closed Corporation</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Company</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Partnership / Joint Venture</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Trust</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Other:</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	Individual / Sole Proprietor		Closed Corporation		Company		Partnership / Joint Venture		Trust		Other:	
Individual / Sole Proprietor													
Closed Corporation													
Company													
Partnership / Joint Venture													
Trust													
Other:													
Section 1d: Postal address													
Section 1e: Physical address (Chosen as domicilium citandi et executandi)													
Section 1f: Details of authorised representative of tenderer	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Title:</td> <td style="width: 90%;">Full Name:</td> </tr> <tr> <td style="width: 50%;">Tel no:</td> <td style="width: 50%;">Fax no:</td> </tr> <tr> <td colspan="2">Cellular no:</td> </tr> <tr> <td colspan="2">Email address:</td> </tr> </table>	Title:	Full Name:	Tel no:	Fax no:	Cellular no:		Email address:					
Title:	Full Name:												
Tel no:	Fax no:												
Cellular no:													
Email address:													
Section 2: VAT registration number, if any:													
Section 2a: National Treasury Central Supplier Database registration no.:													
Section 2b: SARS Tax Compliance Status PIN :													
Section 2c: Senqu Municipality Supplier Database registration no. :													
Section 3: cidb registration no (if applicable):													
Section 4: Particulars of sole proprietors and partners in partnerships													
<i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>													
Section 5: Particulars of companies and close corporations													
Company registration number													
Close corporation number													
Tax reference number													

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Section 6: Foreign Bidding Suppliers Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐ Yes ☐ No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐ Yes ☐ No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	☐ Yes ☐ No
d) Does the tenderer have any source of income in the Republic of South Africa?	☐ Yes ☐ No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	☐ Yes ☐ No
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order; confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers; confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.	

Signed

Date

Name

Position

Enterprise
name

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SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for in response to the invitation for the tender made by the Municipality, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be declared as non-responsive if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender;or
 - (f) tendering with the intention not to win the tender;

¹Joint 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.

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 invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to

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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

.....
Name

.....
Position

Bid No 09/2026-2027T
Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16

SCHEDULE 3: CERTIFICATE OF AUTHORITY:

CERTIFICATE FOR AUTHORITY FOR SIGNATORY

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

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

A. Certificate for Company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on 20..., *Mr/Ms acting in the capacity of (Position in the Enterprise), and who will sign as follows: be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman :
2. Date :

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			

NOTE:

- *Delete which is not applicable
- NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
- Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

B. Certificate for Sole Proprietor

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

As witnesses:

1. Signature : Sole owner :
2. Date :

C. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize *Mr/Mrs acting in the capacity of....., (Position in the Enterprise), and who will sign as follows: be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

NOTE:

- *Delete which is not applicable
- NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
- Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

C1.1

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FOR JOINT VENTURES / PARTNERSHIPS / CONSORTIA

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the SM shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the SM shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the SM is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the SM of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the SM for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the SM as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excision and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM			
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY	Percentage contribution
Lead partner		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%

Note: A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

If the above schedule is does not provide sufficient space to capture all the joint venture details, please append all details to this schedule. A copy of the Joint Venture Agreement, clearly showing the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer/Contractor

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SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:

- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent 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).

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
2.3.1	If so, furnish particulars:		
2.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
2.5.1	If so, furnish particulars:		

I, _____, the undersigned,
 (full name in block letters)

certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Tenderer/Contractor

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SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company or Close Corporation Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
.....
.....
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars.
.....
.....
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other supplier and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars
.....
.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the Municipality in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employee/s who was/were in the service of the Municipality at a level of ???? or higher at the time they left the employ of the Municipality, and who was involved in any of the Municipality's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

Signature

Date

Name (PRINT)
 (For and on behalf of the tenderer, duly authorised)

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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 and is actively involved in the management of the company or business and exercises control over the company.

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SCHEDULE 6: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1 amended)

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.2 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100
Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability	10
Points for Locality (Contractors domiciled in the Senqu Local Municipality)	10
Points for Locality (Contractors domiciled in the JoeGqabi District Municipality)	5
Points for Locality (Contractors domiciled in the Eastern Cape Province)	2
Points for Locality (Contractors domiciled outside the Eastern Cape Province)	0
Total points for Price and specific goals	100

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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic

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- Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
 - (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
 - (g) **“price”** includes all applicable taxes less all unconditional discounts;
 - (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
 - (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
 - (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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 price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

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

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Where

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

SPECIFIC GOALS	DOCUMENT TO BE SUBMITTED	NUMBER OF POINTS ALLOCATED
Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability	Valid BBEE Certificate or Sworn Affidavit	MAX 10 Points
	1	10
	2	9
	3	7
	4	6
	5	5
	6	4
	7	2
	8	1
	0	0

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

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- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
--	---

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SCHEDULE 7: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you **by law required** to prepare Annual Financial Statements? (Please mark with X)

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

(Please mark with X)

Annual financial statements for auditing?	Yes	No	Annual financial statements for Independent Review, as per the Companies Act?	Yes	No

- 1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
(ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the SM or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

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

- 2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

- 2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

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

- 3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)
----------------	----------------------	-----------------	---------------------------------

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4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the SM is expected to be transferred out of the Republic? (Please mark with X)

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

4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

SCHEDULE 8: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector as encapsulated in the Preferential Procurement Regulations, 2017.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (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)].

Documents listed herein are downloadable from the dtic's official website, <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 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 SA Reserve Bank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

NOTE: The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

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- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

Steel value added Products

100%

4. Does any portion of the services, works or goods offered for Items as detailed in Annexure C 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 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dtic must be informed accordingly in order for the dtic to verify and in consultation with the SM provide directives in this regard.

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>. 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 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;
- (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 2 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 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

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SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	09/2026-2027T		
(C2)	Tender description:	Installation of High Mast Lights In Ward 8, 10, 13, 15 and 16		
(C3)	Designated product(s)	Steel		
(C4)	Tender Authority:			
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Pula		EU
(C7)	Specified local content %	100%		

Note: VAT to be excluded from all calculations

GBP

Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
1	Pillars 76x76x1,6mm by 2,4m in length						
2	Devils Fork panels 3m by 1,8m						

Tender summary

Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content

Bid No 09/2026-2027T
Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16

--	--	--	--	--	--	--	--

--	--	--	--

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature

Date: _____

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Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16

SCHEDULE 9: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS

The tenderer shall provide information for the evaluation of their compliance with any sub-contracting pre-qualification criteria set in the tender conditions.

Sub-contractor Name	Nature of sub-contracting	Is the sub-contractor a subsidiary of the main contractor? Y / N	QSE, EME or Co-operative	Black ownership % of QSE, EME or Co-operative	Designated group (youth, women, disabled, rural or township, military veteran)	Value of sub-contracting (including VAT)
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
Total value of sub-contracting (B)						R

A	Price of tender under consideration (Pt) including VAT	R
B	Total value of sub-contracting including VAT	R
	Total sub-contracting percentage – (B/A)*100	%
	MINIMUM SUB-CONTRACTING TARGET AS CONTAINED IN CLAUSE C.2.1.4.6	30%

Tenderers must submit proof of all subcontracting arrangements identified on this schedule as an attachment hereto.

SIGNED ON BEHALF OF TENDERER:

Bid No 09/2026-2027T
Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16

SCHEDULE 10: MUNICIPAL ACCOUNTS' STATUS

To: THE MUNICIPAL MANAGER, SENQU MUNICIPALITY

From: _____
 (Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the Senqu Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) hereby agrees to provide evidence in the form of current municipal accounts that will enable the SM to evaluate the municipal accounts statuses of the entity and its directors / members / partners.
- c) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Tender Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Please note misrepresentation of the Bidders business physical address will lead to disqualification of the Bidders submission.

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SCHEDULE 11: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Tenderers must be registered with the relevant Bargaining Council as contained in the tender conditions and must append to this schedule a certificate of compliance / letter of good standing in terms of the relevant Government Gazette that indicates compliance / validity at the time of tender award.

Each party to a Consortium/Joint Venture shall append separate certificates in the above regard.

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 12: CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION

**ATTACH PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
(IN THE APPLICABLE CATEGORY OR HIGHER) - CIDB GRADING WITH CRS NUMBER:**

SANS 9001

Where a QA system has been approved in terms of SANS 9001, state registration certificate number and standard.

Certificate No:

SANS 14001

Where an Environmental Management System has been approved in terms of SANS 14001, state registration certificate number and standard.

Certificate No:

OHSAS 18001

Where an Occupational Health and Safety (OHS) Management System has been approved in terms of OHSAS 18001, state registration certificate number and standard.

Certificate No:

NRS 040-3:2002

Where a person has been authorised, in writing, to be responsible for ensuring that the work on or near medium and high voltage equipment and installations can be carried out with safety.

	Name of Responsible Person	Certificate Number	Certificate Date	Copy of Certificate (Y/N)
1				
2				
3				
4				
5				

SIGNED ON BEHALF OF TENDERER:

Bid No 09/2026-2027T

SCHEDULE 13: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities=1 shall remain final and binding.

[illegible]

Number of sheets appended by the tenderer to this Schedule..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 14: PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

Number of sheets appended by the tenderer to this Schedule..... (If nil, enter NIL).

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SCHEDULE 15: PROPOSED WORK PLAN

The tenderer shall append their proposed work plan to this Schedule.

It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer's objectives.

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SCHEDULE 16: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the value of work done and materials not yet built into the Permanent Works for each month of the Contract period which he estimates will arise based on his preliminary programme and tendered rates, as set out in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
17	
18	
SUBTOTAL	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R (INCLUDING VAT @ 15%)

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SCHEDULE 17: HEALTH AND SAFETY PLAN

Tenderers are referred to the requirements of Clause C.2.18.4 in Part T1.2 Tender Data and shall append the required draft Health and Safety Plan to this Schedule.

Number of sheets appended by the tenderer to this Schedule..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 18: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

Number of sheets appended by the tenderer to this Schedule..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 19: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 20: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)
of.....(address)
.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at ...
..... (location) on (date), starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name	.....	Signature	.....
Capacity	.....		
Name	.....	Signature	.....
Capacity	.....		

Attendance of the above persons at the meeting is confirmed by the Employer’s representative, namely:

Name		Signature	
Capacity		Date & Time	

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ATTACH ENTITY TAX COMPLIANCE STATUS PIN AND ENTITY TAX REFERENCE NUMBER (IN WRITING, EITHER ON THE COMPANY PROFILE OR ANY ENTITY DOCUMENT WITH A LETTERHEAD OR AS ISSUED BY SARS)

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes. The tenderer must attach to this page an original of a valid Tax Clearance Certificate issued by the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach the Tax Clearance Certificate for each of the joint venture partners.

SCHEDULE 21: MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

ATTACH CERTIFIED COPY OR ORIGINAL BBBEE STATUS LEVEL CERTIFICATE OR ORIGINAL AFFIDAVIT

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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SCHEDULE 22: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(3) of the CONSTRUCTION REGULATIONS, 2014 (hereinafter referred to as the Regulations), promulgated on 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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. Indicate which approach shall be employed 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. List potential key risks identified and measures for addressing risks:

6. I have fully included in my tendered 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	

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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ATTACH PROOF OF BILLING CLEARANCE CERTIFICATE OR STATEMENT OF MUNICIPAL ACCOUNTS (NOT OLDER THAN 3 MONTHS). LEASE AGREEMENT, AFFIDAFIT AND COUNCILLOR LETTER TO BE CONSIDERED IF VALID

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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**ATTACH PROOF OF REGISTRATION WITH (CSD) NATIONAL TREASURY CENTRAL SUPPLIER
DATABASE & COMPLETED DATA BASE REGISTRATION FORM (IF NOT CURRENTLY REGISTERED WITH
SENQU LOCAL MUNICIPALITY)**

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CONTRACT ORGANOGRAM FOR PERSONNEL TO BE ASSIGNED TO THE CONTRACT

Signed	Date
Name	Position
Tenderer	

CURRICULUM VITAE OF CONTRACTS MANAGER

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

CURRICULUM VITAE OF SITE AGENT

Signed	Date
Name	Position
Tenderer	

T2.2.10 CURRICULUM VITAE OF GENERAL FOREMAN

Signed	Date
Name	Position
Tenderer	

T2.2.12 ATTACH DETAILED COMPANY PROFILE (WITH RELEVANT PAST EXPERIENCE)

Signed	Date
Name	Position
Tenderer	

Bid No 09/2026-2027T
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CERTIFIED ID COPY(IES) OF DIRECTOR(S) (NOT OLDER THAN 3 MONTHS)

Signed	Date
Name	Position
Tenderer	

CONTRACT PART C1: AGREEMENT AND CONTRACT DATA
--

C1.1	Form of Offer and Acceptance	81 – 83
C1.2	Contract Data (data provided by the Employer)	84 – 92
C1.3	Occupational Health and Safety Agreement	93
C1.4	Protection of the Environment Declaration	99
C1.5	Insurance Broker's Warranty	100
C1.6	Contract of Temporary Employment as Community Liaison Officer	101 –102

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. 09_2026-2027T

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF 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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)
Name(s)
Capacity

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

.....

Name and
signature
of witness
.....

Date

For official use.		
INITIALS OF MUNICIPAL OFFICIALS AT TENDER OPENING		
1.	2.	3.

Bid No 09/2026-2027T
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Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this 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 the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks 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 securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

Signature (s)		
Name(s)		
Capacity		
For the Employer	Date	
Name and Address of the Employer		
Name and signature of witness		Date

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer'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 tender 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 tender 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	

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer 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 tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works, Third Edition, 2015 prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the General Conditions of Contract for Construction Works, Third Edition, 2015,
- d) the Drawings,
- e) the Scope of Work,
- f) the Pricing Data, and
- g) the conditions of tender, the tender data and tender schedules

If an ambiguity or discrepancy is found in the documents, the Employer's Agent shall issue any necessary clarification or instruction.

CONTRACT SPECIFIC DATA

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

Clause 1.1.1.2:

, also referred to as Bills of Quantities,

Clause 1.1.1.13:

The Defects Liability Period is **12** months.

Clause 1.1.1.14:

The time for achieving Practical Completion is **72 (seventy-two) weeks**, inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).

Clause 1.1.1.15:

The **Employer** is the Senqu Municipality, represented by the PMU Office and/or such other person or persons duly authorised thereto by the Employer in writing.

Clause 1.1.1.16:

The **Employer's Agent**, referred to in the Contract documents, is the firm of Thewo SMM JV acting through the municipal manager's office, an associate or an official authorised thereto in writing.

Supply and Installation of High Mast Lights in Ward 8, 10, 13,15 and 16

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

1.1.1.35 **"Drawings"** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.

1.1.1.36 **"Letter of Notification"** means the letters of formal notification, signed by the Employer, of the decision of the Senqu Municipality delegated authority sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.

Clause 1.2.1.2:

The address of the Employer is:

Physical address: 19 Murray Street

Lady Grey
9755

Postal address: Private Bag X003
Lady Grey
9755

E-mail address: mawongat@senqu.gov.za

Clause 1.3:

1.3.7 The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised

1.3.8 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.

Clause 3.2.2

If, in exercising any discretion, the result of such decision would be to utilise the contingency allowance, increase the contract value or granting of time for practical completion, the Employer's Agent must obtain approval from the Employer that such funding or time is available and granted by the Employer to be awarded prior to finalising such a decision.

Clause 3.2.3:

The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract or Contract Data:

- a) Clause 3.3.1 Nomination of Employer's Agent's Representative
- b) Clause 3.3.4 Employer's Agent's authority to delegate
- c) Clause 5.8.1 Non-working times
- d) Clause 5.11.2 Suspension of the Works
- e) Clause 5.12.4 Acceleration instead of extension of time
- f) Clause 6 All actions in terms of the clause subject to 3.2.2 of Contract Data.
- g) Clause 10.1.5 All actions in terms of the clause subject to 3.2.2 of Contract Data.
- h) Other requirements.

Clause 3.3.2.2.3:

Clause 3.3.2.2.4:

Clause 5.3.1:

The documentation required before commencement with Works execution is:

- a) Approved Health and Safety Plan (Refer to applicable clause in the Health and Safety Specification in Part C3.5 in the Scope Work)

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- b) Initial programme (Refer to Clause 5.6)
- c) Security (Refer to Clause 6.2)
- d) Evidence of Insurance (Refer to Clause 8.6)
- e) Occupational Health and Safety Agreement (Part C1.5 in Agreements and Contract Data)
- f) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 4.3)
- g) Protection of the Environment Declaration (Part C1.6 in Agreements and Contract Data)
- h) Proof of Registration / Letter of Good Standing with the Bargaining Council for the Civil Engineering Industry (BCCEI)
- i) Other requirements

Such instruction shall, where applicable, also be subject to the issuing, by the Provincial Director of the Department of Labour, of a construction work permit to perform the intended construction work in terms of Clause 5.3.4 below.

Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is within **14 days**.

Clause 5.3.3:

Notwithstanding the above, where a construction work permit from the Provincial Director of the Department of Labour is required, commencement of the Works shall not be deemed to take place until such construction work permit has been issued by the Provincial Director.

Clause 5.3.4:

Application for Construction Work Permit

Where the Employer is required to apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work, the employer shall do so as soon as possible after its Bid Adjudication Committee has awarded the contract, and the period that the Department of labour requires to issue the permit will run concurrently with the appeal period.

Should the issuing of a construction work permit delay the Employer's Agent's instruction to commence executing the Works and this in turn causes a delay to Practical Completion, then the Contractor shall be entitled to make a claim in accordance with Clause 10.1. Should, however, the issuing of a construction work permit be delayed by the submission of a unacceptable draft Health and Safety Plan, in the opinion of either the Employer's Health and Safety Agent, or the Provincial Director of the Department of Labour, no claim for an extension of time will be entertained.

Clause 5.4.2:

Access to and possession of the Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

The Contractor shall bear all costs and charges for special and temporary rights of way required by it in connection with access to the Site.

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- a) All gazetted public holidays.
- b) Year-end break(s) not exceeding 15 working days in duration.

Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed

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for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	4 days
February	4 days
March	4 days
April	4 days
May	2 days
June	2 days
July	2 days
August	2 days
September	4 days
October	4 days
November	4 days
December	4 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

Clause 5.13.1:

The penalty for failing to complete the Works is **R11 078.36** per calendar day or, in the case of termination by the Employer in terms of Clause 9.2.1, the actual date of termination,

Clause 5.16.3:

The latent defects period is **10** years.

Clause 6.2.1:

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall be in form of Surety provided by a Financial Institution registered with the Financial Services Conduct Authority (FSCA) or any equivalent authority.

Clause 6.2.2:

The contractor shall not be allowed at any stage to select the default security of **10%** retention as their form of security. Failure to raise the security stipulated in Clause 6.2.1 will result in termination of the contract in terms of Clause 9.2.

Clause 6.2.3:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is **10%**

Clause 6.8.2:

The Contract Price shall be subject to contract price adjustment and the rates and prices tendered in the Bill of Quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values for "Roads and earthworks":

The value of "x" is 0,10.

The values of the coefficients for "Concrete works" are:

a = 0,25 b = 0,15 c = 0,55 d = 0,05

The values of the coefficients for "Roads and earthworks" are:

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a = 0,21 b = 0,27 c = 0,42 d = 0,10

The base month is the 1 month prior the tender closing date.

Furthermore, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for "All items (CPI Headline)", as published in the Statistical News Release, P0141: Table A – Consumer Price Index: Main Indices of Statistics South Africa.

"P" is the "Plant Index" and shall be the Construction Materials Price Index for "Plant and Equipment" as published in the Statistical News Release P0151.1, Table 4 – Mining and construction plant and equipment price index of Statistics South Africa..

"M" is the "Materials Index" and shall be the Construction Materials Price Index for selected materials, Materials for "Civil Engineering material – roads, general (**excluding bitumen**)", as published in the Statistical News Release P0151.1, Table 6 – Civil engineering material price indices of Statistics South Africa

"F" is the "Fuel Index" and shall be the Producer Price Index (PPI) for "Coal and Petroleum Products - Diesel", as published in the Statistical News Release P0142.1: Table 1 –PPI for final manufactured goods of Statistics South Africa.

The amount "Ac" shall be sub-divided into Ac_1 and Ac_2 , as appropriate, and each of these shall be multiplied by its Contract Price Adjustment Factor (CPAF), with the resultant amounts added together to produce the adjustment as envisaged in the CPA Schedule:

where

Ac_1 is the proportion of Ac applicable to "Concrete works", and
 Ac_2 is the proportion of Ac applicable to "Roads and earthworks"

and where

$Ac_1 = T_1 - S_1 - D_1 - E_1 - G_1 - Ap_1$, and
 $Ac_2 = T_2 - S_2 - D_2 - E_2 - G_2 - Ap_2$

in which formulae the values associated with the symbols T_1 and T_2 Ap_1 and Ap_2 shall be applicable to the proportions of T Ap in "Concrete works" and "Roads and earthworks", respectively.

Furthermore, the value of the General Items shall be proportional to the value of work done and materials on Site in T_1 and T_2 respectively.

Clause 6.8.3: Variation in the cost of special materials

Price adjustment for variations in the cost of special materials is provided for in the Special Materials Schedule at the end of this Part 1: Contract Data provided by the Employer.

Clause 4.2 of the Contract Price Adjustment Schedule

Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

6.8.5. If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract data, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **Employer's** main banker, Standard Bank, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

6.8.5.1 Adjustment for variations in rates of exchange:

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- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by **Employer's** main banker, Standard Bank, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the Standard Bank rate referred to above, then the Standard Bank rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Schedules of Quantities for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Contractor may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Contractor (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled "**Price Basis for Imported Resources**".
- (f) When the Contractor (or supplier or sub-contractor) so obtains forward cover, the Contractor shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below. Failure to provide such evidence shall result in no such recalculation shall be considered by the Employer.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Contractor's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

6.8.5.2 Adjustment for variations in customs surcharge and customs duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Contractor shall advise the Employer's Agent of any changes which occur.

6.8.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Contractor shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

Clause 6.10.1.5:

6.10.1.5 The value of Plant and materials:

- 6.10.1.5.1 up to a percentage limit of **80%** for the Plant and materials referred to in Clause 6.9.1.1 brought on to

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the Site but not yet built into the Permanent Works;

Provided that the Contractor has produced documentary evidence of ownership of such Plant and/or materials and has delivered to the Employer an indemnity, approved in writing by the Employer, against any claim to or in respect of such Plant and/or materials by reason of the Contractor's sequestration or liquidation, or of any defect in the Contractor's title to the Plant and/or materials;

- 6.10.1.5.2 which have been manufactured and are stored at places other than the Site, in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;
- 6.10.1.5.3 for which a deposit with order is required from the Contractor by a manufacturer/supplier, only in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;

The terms and conditions for advance payment are set out in Clause 6.10.10 and in the Advance Payment Schedule at the end of this Part 1: Contract Data provided by the Employer.

Clause 6.10.1.7:

or any other fines or penalties that become due under the Contract.

Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractor shall be subject to a retention by the Employer of an amount of **10%** of the monthly payment certificates up to a maximum of **5%** of the contract value. A guarantee in lieu of retention is not permitted.

Clause 6.10.4:

..., dated as at the date of delivery of the Contractor's statement to the Employer's Agent.

The Contractor may submit a fully motivated application regarding more frequent payment to the Employer's Agent to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R10 Mil.**

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R20 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5:

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in

Bid No 09/2026-2027T

Supply and Installation of High Mast Lights in Ward 8, 10, 13,15 and 16

the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

Clause 8.6.5:

"and the terms thereof shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld."

Clause 8.6.6:

The Contractor shall provide evidence in the form stated in the contract data to the Employer's Agent that the required insurances are effected and that all premiums thereunder have been paid.

Clause 9.1:

9.1.7 Death of Sole Proprietor/Member

Upon the death of the Contractor who was a Sole Proprietor, or a sole member of a Close Corporation, the Contract will terminate forthwith. The Employer shall pay to the Contractor's estate any money which it considers due under the Contract in terms of Clause 9.1.5, in full and final settlement thereof.

9.1.8 Material Irregularity during procurement process

The Employer may terminate the contract if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its Supply Chain Management Policy.

9.1.9 Reputational risk or harm to the Employer

The Employer may terminate the contract if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 9.1.91 reports of poor governance and/or unethical behaviour;
- 9.1.92 association with notorious individuals or any of their known family;
- 9.1.93 poor performance issues, known to the Employer;
- 9.1.94 negative social media reports; or
- 9.1.95 adverse assurance (e.g. due diligence) report outcomes.

9.2.4 Employer's Elections in case of Insolvency

In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

- 9.2.4.1 accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 9.2.4.2 terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

Clause 10.5.3:

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

ADDITIONAL CONDITIONS OF CONTRACT

Clause 11 Details to be confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.

Bid No 09/2026-2027T
Supply and Installation of High Mast Lights in Ward 8, 10, 13,15 and 16

C1.2 Contract Data

Data provided by the Contractor

The name of the Contractor is

The address of the Contractor is

Physical : Postal :
Address Address

.....

.....

.....

.....

Telephone : Fax: email

:

CONTRACTOR'S ANNUAL HOLIDAY PERIODS DURING CONSTRUCTION PERIOD

Year 1 contractor's annual holiday period	Start date		End date
Year 1 contractor's annual holiday period	Start date		End date
Year 1 contractor's annual holiday period	Start date		End date

Bid No 09/2026-2027T
Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16
C1.3 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE SENQU MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

..... ,
(Contractor/Mandatary/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,..... , representing

..... , as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatary

Signed at on the.....day of.....20

Witness

for and on behalf of
Senqu Municipality

Bid No 09/2026-2027T
Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16
C1.4 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: 09_2026-2027T

CONTRACT TITLE: Supply and Installation of High Mast Lights in Ward 8, 10,13, 15 and 16

I/ we, {Contractor} record as follows:

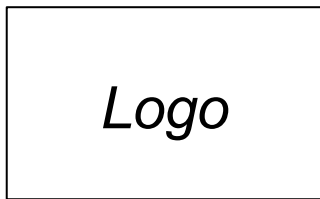
1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Quantities items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed
CONTRACTOR

Date.....

Bid No 09/2026-2027T
Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16
C1.5 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

SENQU MUNICIPALITY
Municipal Manager
19 Murray Street
Lady Grey
9755

Dear Sir

CONTRACT NO.: **09_2026-2027T**

CONTRACT TITLE: Supply and Installation of High Mast Lights in Ward 8, 10,13, 15 and 16

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the SENQU MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

Bid No 09/2026-2027T
Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16
C1.6 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.: **09_2026-2027T**

PROJECT :Supply and Installation of High Mast Lights in Ward 8, 10,13, 15 and 16

AGREEMENT made between the CONTRACTOR
and the Community Liaison Officer....., hereafter
referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the
above named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R..... per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9¼ hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - (v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

- 3.5 Workers and the CLO will not be permitted to work under conditions of:
 - (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) criminal actions by the employee;
 - (v) strike action or political stayaways.
- 3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:
 - (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;

Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16

- (iii) abuse of intoxicating substances;
- (iv) wilful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. THUS AGREED AND SIGNED BY THE PARTIES:

Contractor:

Community Liaison officer:

Date:

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions	103-105
C2.2 Bills of Quantities	106-114

Bid No 09/2026_2027T
Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
5. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. A price or rate should be entered against each item in the Bills of Quantities, whether the quantities are stated or not. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
7. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
8. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
9. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
10. The Tenderer is referred to C.2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.
11. Clause C.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Bills of Quantities which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Bills of Quantities.

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If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account.

The pages of the issued Bills of Quantities should not be removed from the tender document.

12. Tenderers are referred to Clause 6.8.2 in Part C1.2 Contract Data regarding contract price adjustment.

The following bills in Part C2.2 Bills of Quantities are deemed applicable to the following categories for the purposes of Contract Price Adjustment:

C2.2 Bills of Quantities

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

Bid No: 09/2026-2027T
SUPPLY AND INSTALLATION OF HIGH MAST LIGHTS IN WARD 8, 10,13,15,
AND 16

Section A:

Item	Description	Unit	Qty	Rate	Amount
A	Fixed charge and Value related items				
A1	Contractual Requirements per ward	sum	5		
	Establish Facilities on the site				
A2	Supply and Erect Project Board per ward	sum	5		
	Facilities for Contractors				
A3	Site Office per ward	sum	5		
	All other fixed obligation				
A4	Remove site office per ward	sum	5		
	Occupational Health & Safety				
A6	General Obligation per ward	sum	5		
A7	Risk Assessment per ward	sum	5		
A8	Health & Safety Plan per ward	sum	5		
A9	Induction & Training per ward	sum	5		
A10	Medical Assessment per ward	sum	5		
A11	Danger Tape Barricade for all wards	sum	750m		
B	Time related items				
B1	Contractual Requirements month per ward	month	6		
B2	Contract name board on pipe with, month per ward	Month	6		
B3	facilities for contractor, month per ward	month	6		
B4	supervision for duration, month per ward	month	6		
B5	Head office overhead	month	6		
B6	Other time related	month	6		
	Occupational health & Safety				
B7	general obligations	month	6		
B8	health & safety plan	month	6		
B9	compliance with all requirements	month	6		
B10	construction safety officer	month	6		
AMOUNT CARRIED OVER TO THE NEXT PAGE					

Bid No: 09/2026-2027T
SUPPLY AND INSTALLATION OF HIGH MAST LIGHTS IN WARD 8, 10,13,15,
AND 16

Item	Description	Unit	Qty	Rate	Amount
A	Fixed charge and Value related items				
A1	Contractual Requirements per ward	sum	5		
	Establish Facilities on the site				
A2	Supply and Erect Project Board per ward	sum	5		
	Facilities for Contractors				
A3	Site Office per ward	sum	5		
	All other fixed obligation				
A4	Remove site office per ward	sum	5		
	Occupational Health & Safety				
A6	General Obligation per ward	sum	5		
A7	Risk Assessment per ward	sum	5		
A8	Health & Safety Plan per ward	sum	5		
A9	Induction & Training per ward	sum	5		
A10	Medical Assessment per ward	sum	5		
A11	Danger Tape Barricade for all wards	sum	750m		
B	Time related items				
B1	Contractual Requirements month per ward	month	6		
B2	Contract name board on pipe with, month per ward	Month	6		
B3	facilities for contractor, month per ward	month	6		
B4	supervision for duration, month per ward	month	6		
B5	Head office overhead	month	6		
B6	Other time related	month	6		
	Occupational health & Safety				
B7	general obligations	month	6		
B8	health & safety plan	month	6		
B9	compliance with all requirements	month	6		
B10	construction safety officer	month	6		
AMOUNT CARRIED OVER TO THE NEXT PAGE					

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SUPPLY AND INSTALLATION OF HIGH MAST LIGHTS IN WARD 8, 10,13,15,
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AMOUNT BROUGHT FORWARD FROM PREVIOUS PAGE					
C	Other P & G				
C1	Critical Path	sum	1		
C2	As Built drawings	sum	1		
D	Prov Amounts				
D1	CLO	P sum	5	R 10,000.00	R 50,000.00
D2	Contractors Prof & Atte	%	R 50,000.00		
D3	Training	P sum	5	R 5,000.00	R 25,000.00
D4	Contractors Prof and Att	%	R 25,000.00		
D5	Unforeseen Spec	P sum	1	R 50,000.00	R 50,000.00
D6	Contractors Prof and Att	%	R 50,000.00		
D7	Amount for PSC	P sum	1	R 60,000.00	R 60,000.00
D8	Contractors Prof and Att	%	R 60,000.00		
D9	Locating services	P sum	5	R 5,000.00	R 25,000.00
D10	Contractors Prof and Att	%	R 25,000.00		
SECTION A PRELIM AND GENERAL AMOUNT CARRIED TO SUMMARY					

SECTION B

-TESTS

LSOGA

Item	Description	Unit	Qty	Rate	Amount
B1	Tests DCP	Each	12		
B2	Concrete test Cert	Each	12		
B3	COC Electrical	Each	12		
SUBTOTAL SECTION B; TESTS CARRIED TO SUMMARY AMOUNT					

SECTION C

Item	Description	Unit	Qty	Rate	Amount
	SECTION C FOUNDATIONS				
	MAST FOUNDATIONS 89kPa soil bearing pressure				
C1	Supply	Each	12		
C2	Install	Each	12		
	FOUNDATION BOLTS AND TEMPLATES				
C3	Supply	Each	12		
C4	Install	Each	12		
	FOUNDATION GROUTING				
C4	Supply	Each	12		
C5	Install	Each	12		
	EXCAVATIONS				
C6	Soft Soil	m³	192		
	over and above				
C7	Intermediate excavation	m³	192		
C8	Hardrock	m³	192		
C9	Backfilling with excavated soil and Compaction	m³	120		
C10	Additional G5 Material including compacted	m³	192		
SUBTOTAL SECTION C; FOUNDATIONS CARRIED TO SUMMARY					

SECTION D - MASTS AND LUMINAIRES

Item	Description	Unit	Qty	Rate	Amount
	HIGH MASTS & LUMINAIRES				
D1	Rental of Crane to install High Mast Towers with gear, bucket and operator	Each	12		
D2	40M RAYLO High Mast Scissor Pole	Each	12		
D3	SLM	Each	2		
	ASSEMBLE				
D4	Assemble + Erect: GTLM	Each	12		
	LUMINAIRES				
D5	Supply and delivery luminaires supply	no	72		
D6	Install	no	72		
	MAST DB				
D7	Electrical Material in Mast				
	Supply	no	12		
	install	no	12		
D7	10m Test lead (Ownership of the Municipality)	no	1		
D8	Maintenance Set (Ownership of the Municipality)	no	1		
	DATA PACK				
D9	Supply and delivery engineering pack for Masts	no	1		
	MAINTENANCE TOOLS				
D10	Winch & Power tool to lower and service HIGH MAST TOWERS (Ownership of the Municipality)	no	1		
SUBTOTAL SECTION D; MASTS AND LUMINAIRES CARRIED TO SUMMARY AMOUNT					

**SECTION E -
EARTHING**

SUPPLIER

Item	Description	Unit	Qty	Rate	Amount
	EARTHING				
E1	Carry out all the required resistivity test, survey onsite	Item	12		
E2	1,2 X 16mm diameter Earth Rod driven into Ground	No	24		
E3	70mm ² Bare Copper	m	24		
E4	Earthing Sundries	Item	24		
SUBTOTAL SECTION E; EARTHING CARRIED TO SUMMARY					

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Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15, and 16

RETICULATION SECTION F

Item	Description	Unit	Qty	Rate	Amount
F1	40A 3P 6ka Curve 1 MCB	no	12		
F2	Pole Top Box Complete with Termination of Cable onto Overhead	no	12		
	CABLES Supply and install the following PVC Bedded cable and diver				
F4	16 mm x 4 Core	m	600		
F8	TERMINATIONS 16 mm x 4 Core	m	24		
F13	BARE COPPER WIRE 10mm ²	m	600		
F17	TERMINATIONS 10mm ²	m	24		
F19	SLEEVES 110mm Dia	m	24		
F20	50mm Dia Galvanized steel bosal	each	24		
	Cable Trenches Excavation for Cable Trenches 600mm Deep and 400mm Wide				
F21	soft Soil	m ³	144		
F22	over and above Intermediate excavation	m ³	105		
F23	Hardrock	m ³	105		
F24	Install Bedding	m ³	30		
F25	Backfilling with Excavated Material	m ³	90		
F26	Danger Tape	m	600		
F27	CABLE MARKERS Cable Markers	m	20		
F28	TESTING Testing of all cables	unit	1		
F29	Issue Engineer with record of drawings	set	1		

F30	Eskom Connection & Municipal Connection				
	Eskom Connection Points including metering and installation	unit	10		
F31	Municipal Connection including metering and installation	unit	2		
	Pala site Fencings				
	Devils Fork panels 3m by 1,8m	Unit	96		
	Pillars 76x76x1,6mm by 2,4m in length	Unit	96		
	Install door in one of the panels	Unit	12		
	Concrete hole 300 x 500mm deep	Unit	96		
	Installation of panels and pillars	Unit	12		
	Painting of pillars red ox cite	Unit	12		
SUBTOTAL SECTION F; CARRIED TO SUMMARY AMOUNT					

SUMMARY OF ALL SECTIONS

Item	Description	Tender Amount
SUMMARY		
A	Section A - Preliminary and General Amount	
B	Section B - Tests Amount	
C	Section C - Foundations Amount	
D	Section D - High Masts & Luminaires Amount	
E	Section E - Earthing Amount	
F	Section F - Reticulation Amount	
SUBTOTAL OF ALL SECTIONS TOTAL AMOUNT		
CONTINGENCIES 5%		
SUBTOTAL OF ALL SECTIONS AND CONTINGENCIE EXCLUDING VAT TOTAL AMOUNT		
VAT @ 15%		
TOTAL CARRIED FORWARD TO OFFER INCLUDING OF VAT TOTAL AMOUNT		

For official use.		
SIGNATURE OF MUNICIPAL OFFICIALS AT TENDER OPENING		
1.	2.	3.

PART 3 SCOPE OF WORKS

3.1 PROJECT SPECIFICATIONS

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

3.1.1. SCOPE OF THE WORKS

Senqu Local Municipality intends to construct new high mast lights in various villages. This contract covers all work in connection with the manufacture, supply, delivery and construction of works associated with the high mast lighting.

3.1.2. DESCRIPTION OF THE WORK

The Project comprises of the manufacture, supply, delivery, erection and construction of all associated works to implement new 40m Rylo High Mast Lights fitted with 6 x 480w LED light fittings.

The high mast shall be 40m high mast with 6 x 480w LED light fittings. Led luminaires complete with mounting brackets etc. mounted complete with base, etc all to be in working order.

The works comprise of the excavations and backfilling and carting away of surplus materials for the mast bases, supply and installation of sleeves, supply and installation of all materials for the reinforced concrete bases, the design of the reinforced bases by the manufacturer/supplier of the mast.

The supply and installation and erection of the high masts lights must be complete and in working order.

The supply and installation of 6 x 480w LED light fittings (6 per mast) as per specification complete with mounting brackets. The aiming of the luminaires shall also form part of the works.

The contractor shall also supply, install and test the earthing system for the masts.

The full commissioning and testing of all components shall also form part of the works.

The works and specifications are further described in below specifications.

3.1.3. WORKMANSHIP AND COMPLIANCE WITH REGULATIONS, STANDARDS AND CODES

The Contractor shall adhere to all the relevant regulations, standards and codes specified in the tender document.

Any items not specified, but reasonably assumed to be necessary, for the completion of the works to recognized standards of workmanship and practice, shall be deemed to be included in the contract.

The workmanship throughout the Works shall be to the satisfaction of the Employer and relevant codes of practice. Any materials or workmanship considered to be faulty or incorrectly or inadequately erected or repaired shall be substituted, altered or rectified to the satisfaction of the Employer without additional costs to the Employer.

3.1.4. DEFINITIONS

Supply	:	To purchase, procure and deliver complete with all related specified accessories
Erect	:	To place or mount and fix in position
Install	:	To erect, connect up and commission, complete with related accessories

Indicated, shown, noted : As indicated or
shown on drawings Approved alternative: Approved in
writing by the Project Engineer
Similar, equal : Equal or better in efficiency of performance and
compatibility

3.1.5. CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS

Should there be conflict between the Project Specifications, Standard Technical Specifications, Schedule of Quantities and Drawings, the sections should be considered in the following order of priority:

1. Project Specifications
2. Schedule of Quantities
3. Drawings

Should the Contractor note an inconsistency between the Project Specifications, Standard Technical Specifications, Schedule of Quantities and Drawings, he shall notify the Consulting Engineer immediately and obtain clarification or instructions prior to ordering or installing equipment.

3.1.6. SITE INSTRUCTION & SITE VISIT BOOK

The Contractor must make provision for a site instruction (triplicate pages) & site visit book, which shall be kept in the site office at all times. All instructions and variations shall be written in this site instruction book by the Engineer & Client while attending the site. The onus will be on the Contractor to confirm such instructions and variations in writing and save keeping of site instruction book. The site instruction book will be submitted to the Engineer after Practical Completion.

3.1.7. PROGRAMME

This tender must be accompanied by a detailed programme based on prior experience and accounting for site conditions. The Contractor must base his programme on a site handover date. The programme must also make provision for delivery dates of material as quoted by their suppliers. The Contractor must take note of the fact that the contractor will be responsible for late delivery of material. The Engineer and the Employer reserves the right to alter the programme to meet the priorities of the client. These amendments will be such, that the Contractor will still be able to complete the works within the tendered construction time.

The Contractor must submit a progress report at each monthly, scheduled site meeting based on this original programme. The actual and scheduled progress must be clearly indicated in the report. The Contractor must also indicate his labour force and equipment on site in this report.

3.1.8. MEASUREMENT

The Contractor shall not scale drawings or make any assumptions regarding measurements/ dimensions. If in doubt, the Contractor is to obtain clarification from the Consulting Engineer. Before ordering of the construction material, the quantities and lengths must be measured and verified on site and must be confirmed to the Engineer. The accuracy or inaccuracy of the Bill of Quantities will not influence the validity of the tender. The quantities in the Bill are measured from a drawing and serve only as an indication to obtain a unit rate. At the end of the Contract period a final re-measurement, based on actual quantities, will be done and no payment for excessive material will be made.

3.1.9. OPERATING INSTRUCTIONS, MAINTENANCE MANUALS AND RECORD DRAWINGS

The Contractor shall supply, after approval by the Engineer, three (3) bound sets of operating instructions, maintenance manuals and record drawings for the complete engineering services installation.

The provision of operation instructions, maintenance manuals and record drawings shall be inclusive of the demonstration of the specific portions of the engineering services installations by the Contractor to and the training of the Employer's representatives and staff members. The Contract will not be accepted as complete until

these have been supplied and approved by the Engineer.

3.1.10. CONSTRUCTION DRAWINGS

Drawings shall be submitted in triplicate as soon as possible after the signing of the Contract Agreement, but in sufficient time to allow the engineers to examine and approve before Construction is started, or material delivered to site.

Should the Engineers require that any drawing be amended, the Contractor shall make the necessary alterations and re-submit the drawing within two weeks.

The Contractor shall provide the Engineers with complete layout, installation and shop drawings, together with any necessary descriptions and specifications. Sufficient details shall be given to permit a full appraisal of all parts of the installation and their relation to the building structure.

Drawings shall give full details of all foundations, ducts, chases, pits and openings and shall set out all lines and levels for the work.

Delays caused by the submission of drawings or by an error, omission or inadequacy in these drawings, shall not be considered a reason for an extension of the Contract period.

3.1.11. SITE ESTABLISHMENT

It shall be expected from the Contractor to erect a site office with surrounding fence at a suitable place which will be pointed out by the Engineer/Client. The surrounding fence to be 1.8 m high, with Y shape frame on top of equipment with barbed wire. Gates which can be locked must all form part of the surrounding fence. This site yard must therefore provide adequate security for all material stored. The site office must be equipped with furniture for meeting purposes, and the Contractor must make arrangements to have full time security, keeping close watch over all material stored in this yard. The Contractor must also provide for all the necessary sanitary toilets, water, rain gauge, etc.

The Contractor must also erect a name board, as per the drawing, at a suitable place to be pointed out by the Client / Engineer. The name board form part of this specification.

3.1.12. SITE CONDITIONS

The onus will be on the Contractor to acquaint himself with the site conditions in the different wards before tender closing date.

3.1.13. TIME FOR COMPLETION

The Contractor must allow sufficient time on his contract working period for delays due to in climate weather according to the average rainfall for **Senqu Local Municipality** area. It shall be expected from the Contractor to keep record of all rainfall on site with an approved rain meter and to record all the results in the site diary. Extensions of time will only be granted if evidence can be provided that the delays was caused by abnormal weather conditions or reasons beyond the control of the Contractor and shall be submitted, in writing prior to appropriate following scheduled site meeting.

The penalty for late completion of the works is indicated in the tender Contract Data

3.1.14. SAFEGUARDING AND ACCOMMODATION OF TRAFFIC

The Contractor shall, in cooperation with, and in accordance with any instruction from the relevant traffic authorities take precautions for the protection of the Works and the safety of the public and private vehicles and pedestrians. Temporary traffic signs shall be erected at diversions.

3.1.15. ENVIRONMENTAL MANAGEMENT PLAN

The Contractor shall comply with the Construction Environmental Management Plan, relating to his activities during the implementation of the Works, if specified by the Employer.

3.1.16. QUALIFIED PERSONNEL

The Contractor must submit proof of the qualifications and experience of his site

agent regarding the construction and erection of the works.

The Contractor must also submit a certificate issued by the Inspector of Occupational Health and Safety. Indicating that he is fully competent in doing construction work and will therefore be fully responsible for the construction of the works. No work will be allowed before submission of these documents.

The Contractor will also provide the Engineer with the names of the supervisory personnel on site before commencement of the contract works. If the Contractor, during any stage of the contract for whatever reason, desire to change the supervisory personnel on site, he will do so in writing to the Engineer. Failure to do this will result in the Engineer stopping the contract works until such time that the necessary documentation is provided. Any such delays will not be considered by the Engineer for late completion of the contract.

3.1.17. FINAL INSPECTION

After completion of each section or Assessment Stage of the project, the Contractor must do a thorough inspection on all the work done, to satisfy himself that the work complies with the specifications, and then apply in writing to the Engineer for a final inspection. The Contractor will be liable for a penalty of R5000.00 for every re-inspection. The application for the final inspection must be accompanied by the as-built drawings of the particular Assessment Stage. The practical/works completion stage will not be approved before submission of the as-built drawings and all documentation expected by the Engineer/Client.

3.1.18. ACCEPTANCE, TESTING AND COMMISSIONING

The Contractor shall carry out all tests required in terms of the relevant Acts, SABS Codes of Practice, Local Authority requirements, and as detailed in the Specifications. The Contractor shall provide all the equipment and apparatus required for the purpose of carrying out all necessary tests.

If any part of the Works fails the test, the Contractor shall be responsible for rectifying, at his own cost, the defective Works and the re-testing thereof to ensure compliance. If in consequence, the Engineers are obliged to attend the further acceptance tests the additional costs incurred by the Engineers shall be payable by the Contractor.

The Works shall be deemed to be practically complete only when the Engineer has approved all tests and inspections, and a Completion Advice Notice or other relevant completion notice is issued.

3.1.19. EXISTING SERVICES AND EXCAVATION

Special care must be taken, not to damage any other services, as the Contractor will be responsible for reparations at own expense.

The Contractor shall accept full responsibility for any damages caused by excavation work, whether caused directly or indirectly and whether written permission has been granted for machine excavation or blasting, or not.

The Contractor shall report any damaging of existing services immediately to the Engineer as well as the owner of the service, irrespective of whether the damage is considered a minor damage or not. Apart from reporting damage, an entrance shall be made in the site diary, indicating the time of occurrence, extent of damage, time reported and names of the persons reported to Engineers as well as Owners of the service.

3.1.20. MISCELLANEOUS

3.1.20.1. Labels

Labels shall be installed as required in terms of the relevant codes of practice and as further specified in this Tender Document. All labels shall be in English with capital letters, in black and on a white background, and a minimum of 4 mm in height. All labels shall be of ivory or plastic construction and riveted / screwed in place.

3.1.20.2. Safety Signage

The Contractor shall supply and install all danger, sub-station and safety notices and signs in terms of the relevant regulations. All safety signage installed shall be in

accordance with SABS 1186.

3.1.20.3. Access roads

Temporary access roads, which may be required to reach various parts of his Site, will be the Contractor's responsibility.

Protection of existing works or services

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the works and shall protect and exercise the greatest care when working in the vicinity of such services.

3.1.20.4. Contract work

This project will be conducted as a labour intensive project and emphasis will be placed on job creation as well as on training. Portions of the construction work should go towards local economic development within the Senqu Local Municipality area, this include local labour, local sub-contractors (SMME's) and local suppliers with a Level 2 BBBEE rating or better. Proof indicating the work to be subcontracted and the value thereof to be presented to the municipality with the acceptance letter.

3.1.20.5. Completion of documents

The tenderer's attention is drawn to the fact that if the Schedules and/or the Bill of Quantities of this specification are not completed. The tender cannot be adjudicated and will be disqualified.

3.1.20.6. Test

After completion of the works and before first delivery is taken, a full test will be carried out on the installation for a period of sufficient duration to determine the satisfactory working thereof. During this period the installations will be inspected, and the Contractor shall make good, to the satisfaction of the Representative/Agent, any defects which may arise. The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installations at completion.

3.1.20.7. Maintenance of Installations

With effect from the date of the Works Completion Certificate the Contractor shall at his own expense undertake the regular servicing of the installation during the maintenance period and shall make all adjustments necessary for the correct operation thereof. If during the said period the installations is not in working order for any reason for which the Contractor is responsible, or if the installations develops defects, he shall immediately upon being notified thereof take steps to remedy the defects and make any necessary adjustments.

Should such stoppages however be so frequent as to become troublesome, or should the installations otherwise prove unsatisfactory during the said period the Contractor shall, if called upon by the Representative/Agent or the Director-General, at his own expense replace the whole of the installations or such parts thereof as the Representative/Agent or the Director-General may deem necessary with apparatus specified by the Representative/Agent or the Director-General.

3.1.20.8. Regulations

The installation shall be erected and tested in accordance with the Acts and Regulations as indicated in the scope of works

3.1.20.9. Notices and Fees

The Contractor shall give all notices required by and pay all necessary fees, including any inspection fees, which may be due to the local Supply Authority. On production of the official account, only the net amount of the fee charged by the Supply Authority for connection of the installation to the supply mains, will be refunded to the Contractor by the Senqu Local Municipality. The Contractor shall issue all notices and make the necessary arrangements with Supply Authorities, the Postmaster- General, S.A. Transport Services, Provincial or National Road Authorities and other authorities as may be required with respect to the installation

3.1.20.10. Balancing of Load

The Contractor is required to balance the load as equally as possible over the multiphase supply

3.1.20.11. Service of Conditions

All plants shall be designed for the climatic conditions appertaining to the service

3.1.21.1. Facilities

for contract

personnel: 14.1.21.2.

Toilet facilities

The Contractor shall provide for the supply and erection of proper temporary latrines for the use of his employees, to the satisfaction of the engineer's representative. The Contractor shall maintain the latrines in a thoroughly clean and hygienic condition for the duration of the contract. On completion of the contract the Contractor shall remove these temporary latrines from site

3.1.21.3. Electrical power for construction

The Contractor shall provide all electricity required for the execution of the works at his own expense

3.1.21.4. Water for construction

The Contractor shall provide water required for the execution of the works at his own expense.

3.1.21.5. Construction camp:

The Contractor will negotiate his own site for the establishment of a site office and store. The Contractor shall be responsible for keeping the area neat, tidy and clean. On completion of the contract all temporary buildings, roofs, fencing, etc., shall be removed from the site at the Contractor's expense and the camp site restored to the satisfaction of the Engineer.

3.1.21.6. Storage accommodation

The Contractor shall at his own cost provide and maintain adequate and suitable storage of all perishable or corrodible materials and fittings on sites to be approved by the Employer. Such storage accommodation. Particularly in the case of cement stores. Shall be ventilated weather and waterproof, with raised off the ground so as to keep the materials perfectly dry and fully aerated and shall be subject to the approval of the Employer, who shall have free access at all times to the storage sheds.

3.1.21.7. Clearing the site

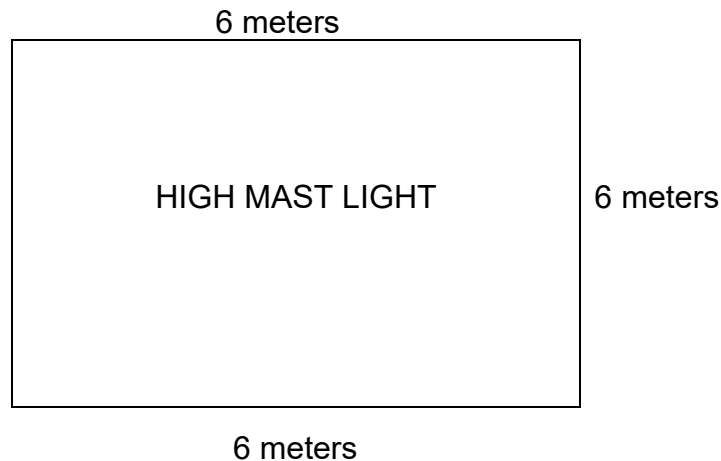
During progress and upon completion of the Works and before acceptance and final payment is made, the Contractor at his own expense shall fill pits and clear the Works and all ground occupied by him in connection with the Works, of rubbish, excess materials, false work, temporary structure and equipment, and all parts of the Works shall be left in a neat, presentable condition. All excess materials, soil, rocks, etc., shall be removed by the Contractor.

3.1.22 Installation of Devils Fork panels around each High Mast Light

This is for every High Mast Light. A devil's fork of 6 meter by 6 meter is required with 3 meter panels wide and 1,8 meter high in one Devils fork a gate is required for entrance.

Pala site Fencings	Unit	
	Unit	
Devils Fork panels 3m by 1,8m	Unit	8
Pillars 76x76x1,6mm by 2,4m in length	Unit	8
Install door in one of the panels	Unit	1
Concrete hole 300 x 500mm deep	Unit	8
Installation of panels and pillars with gate		1

Painting of pillars red ox cite		1
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3.1.23 Monitoring and evaluation of contract

Indicated Ward 8, 10, 13, 15 and 16

Ward 8 in New Rest and Mokhesi Village needs three High Mast Lights

- Mokhesi Village x 2 Lights
- New Rest Village x 1 Light

Ward 10 in Zwelitsha and Mountain View Sterkspruit needs two High Mast Lights

- Zwelitsha Village x 1 Light
- Mountain View x 1 Light

Ward 13 in Hershel Village needs two High Mast Lights

- Herschel Village x 2 Lights

Ward 15 in Rossouw Village needs three High Mast Lights

- Boyce Nondala Village x 2 Light
- Rossouw Village x 1 Lights

Ward 16 in Boysi Nondlala and Rhodes Village needs two High Mast Lights

- Rhodes Villags x 2 Lights

Upon appointment of a service provider through contractual negotiations, bill of quantities will be separated per ward for reporting purposes.

(PART 4) PARTICULAR SPECIFICATION

4.1: CONTRACT / STANDARDS SPECIFICATION

The following specifications are applicable to this Contract.

4.1.1 WORKS SPECIFICATIONS

4.1.2 Applicable SANS 1200 Standardized Specifications

The SANS 1200 Standardized Specifications apply to this Contract and all other applicable standards and specifications are listed in Part C3.6.1

4.1.3 Particular / Generic specifications

The Particular / Generic specifications that apply to this Contract are listed in Part C3.6.1. All data and variations to these specifications are given in Part C3.6.2, Specification Data.

4.2.1 PLANT AND MATERIALS

4.2.1 Plant and materials supplied by the Employer

The Employer will not supply any plant or materials.

4.3 CONSTRUCTION EQUIPMENT

5.3.1 Requirements for equipment

All equipment shall be maintained in a good running order and will be safe for the use of all staff and operators.

4.3.2 Equipment provided by the Employer

The Employer will not provide any equipment.

4.4 EXISTING SERVICES

4.4.1 Known services

The position of known services must be clarified by the Contractor with the operation staff of the Senqu Local Municipality.

4.4.2 Treatment of existing services

All services found on Site shall be protected during the construction period and care shall be taken not to discontinue or stop the service delivery of these services.

4.4.3 Damage to services

The Contractor shall take the necessary care not to damage any of the known services and shall institute any required measurements to protect these services.

4.4.4 Reinstatement of services and structures damaged during construction

The Contractor shall notify the Engineer as well as the relevant authorities of any damage to existing services.

The cost of repairing or reinstating the services will be for the Contractor and he shall take full responsibility.

4.5 SITE ESTABLISHMENT

4.5.1 Services and facilities

provided by the Employer 4.5.1.1

Water supply

Water is not available on the Site for use by the Contractor. The Contractor will be charged at normal rates and should make his own arrangements for connection and related fees. The Contractor will be held accountable for any misuse or unnecessary spillage of the water.

The Contractor shall install at his own cost a bulk water meter to measure his own water consumption. Records should be kept of the consumption and made available to the Engineer on request.

The flow of water might not be sufficient for the Contractor's needs at all times. The Employer does not guarantee the continuous and sufficient supply of water and no claims by the Contractor with regard to a shortage of water will be considered.

4.5.1.2 Power supply

There is no electrical supply on the Site.

The Contractor shall make all arrangements and pay all installation and consumption charges for the supply of power required.

The Contractor shall negotiate directly with the supply authority to arrange a power supply as he requires.

4.5.1.3 Camps and depot

The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer.

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the Site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

4.5.1.4 Disposal sites

The Contractor shall locate suitable sites, off site, for the disposal of cleared vegetation, rubble, unsuitable material or surplus material.

The Contractor shall inform the Engineer of any site he proposes to use.

4.5.2 Facilities

provided by the

contractor 4.5.2.1

Facilities for the

Engineer

The Contractor shall provide for the use of the Engineer, maintain and service, as applicable, the following facilities as specified in SANS 1200 AB and SDAB:

- a) nameboards,
- b) survey equipment,
- c) laptop computer and printer
- d) one survey assistant,
- e) a site instruction book,
- f) protective clothing, and
- g) safety equipment.

Unless specified otherwise, on completion of the Works these facilities shall revert to the Contractor who shall remove them from the Site.

The term "use of the Engineer" will be deemed to include, as appropriate, use by the Engineer's staff and the Engineer's Representative and his staff.

4.5.3 Other facilities required

The Contractor shall make medical facilities and safety equipment available, in accordance with SDA4- 1.

4.5.4 Contractor's storage facilities

In terms of Sub clause 4.2 of SANS 1200 A, the Contractor shall provide sufficient suitable storage facilities on site.

Perishable materials shall be protected against moisture, direct sunlight and contact with harmful chemicals, as applicable.

The Contractor shall take steps to prevent damage to or the theft of any materials on site. No extension of time will be considered in respect or delays due to such damage or theft occurring.

4.5.5 Notice boards

Notice boards will be required for this project.

The boards shall be placed at positions as confirmed by the Engineer and shall be removed by the Contractor on completion of the retention period of the contract.

The layout of the board will be as specified on the drawings.

4.6 PERMITS AND WAY LEAVES

The Contractor will be required to obtain any way leaves that may be required from the relevant authorities in order to do construction work within the area of the existing services.

4.7 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor will be required to confirm the position and levels of all existing services before construction or alterations to these services may take place.

If it is found that any discrepancies exist with the construction drawings, the Engineer should be notified as soon as possible and before any construction with regard to the service takes place.

4.8 SURVEY CONTROL AND SETTING OUT OF THE WORKS

The Contractor will be required to do all survey control and setting out of the services as per the construction drawings. The cost for this function will be deemed to be included in his tender price and no separate amount will be payable.

4.9 TRAINING

4.9.1 General

An aspect of the aim of this Contract is to provide training for the local labour employees. (See also C3.2.11).

4.9.2 Training of local labour

Accredited training must be provided to at least two (2) of the local labourers employed as part of skills development. The Contractor will have to submit a proposed training schedule to the Employer for approval. All other training on this Contract will be in-service training.

4.10 LABOUR INTENSIVE CONSTRUCTION METHODS

4.10.1 General

Except as allowed for in C3.2.10.2, all restricted excavation, trimming of excavations, backfilling around structures, trench excavations and similar tasks shall be carried out using labour intensive construction methods. The Employer's aims in using such methods are:

- to provide employment for as many of the unemployed people in the area as possible. The Contractor shall, therefore, only employ people who have been unemployed for at least 6 months and shall not employ farm labourers, etc., who are not unemployed.

- to provide the labour force with in-service training which will be of use on similar projects in the future. See C3.2.11.
- to develop and encourage private initiative and entrepreneurship in this manner. The Contractor shall, therefore, recruit labour from the local community on an informal subcontract basis and will only be allowed to use his own personnel in respect of activities such as setting out, marking positions of trenches, delivery of materials and the use and control of plant as set out in C3.4.10.2.

The Contractor is at liberty to employ specific "subcontractors" for specific tasks, or to employ such "subcontractors" for a variety of tasks.

Equipment such as picks and spades shall be supplied by the Contractor on a "lease-lend" basis to each "subcontractor". All manufactured materials such as pipes and fittings shall be purchased by the Contractor and supplied to the "subcontractors" as necessary.

The proposed tariffs, method of payment and any other necessary agreement between the Contractor and his "subcontractors" shall be drawn up by the Contractor himself. The remuneration of workmen under this Contract shall not be less than the minimum wage payable to workers in the civil engineering industry for the relevant magisterial district, as published in Annexure A of the Statistical Release (P0142.2) of the Central Statistical Service.

Although certain aspects of the work will therefore be carried out by means of manual labour, this will not in any way limit or detract from the Contractor's contractual responsibilities in respect of quality or correctness, nor will it imply that the prescribed quality specified in this document will be waived.

4.10.2 Labour intensive aspects of the Works

Labour intensive means that, with the exception of the following activities, all work associated therewith shall be carried out by hand:

- a) Excavation of "hard rock" and "intermediate material", as defined in Sub clause 3.1.2 of SANS 1200 D: Mechanical equipment such as trench excavators and jack hammers or air drills for blasting work may be used. For measurement and payment purposes this "intermediate material" will be classified as soft material.
- b) Compaction of the trench bottom, pipe bedding, fill blanket and backfill material: Equipment such as plate compactors may be used.
- c) Watering of bedding and backfill material for compaction purposes: A water cart may be used.
- d) Importation of bedding and selected backfill material from approved sources and the removal of surplus/unsuitable material to spoil sites: Digger-loaders and trucks may be used.
- e) Mixing of concrete: Concrete mixers may be used.
- f) Loading, transportation including that portion of the trip on site, and off-loading of all materials which have to be imported to the site from sources off the Site or which have to be removed from site and taken to destinations off the site: Trucks and mechanical lifting equipment may be used.
- g) Loading, transportation on Site and placing of heavy components such as precast concrete manhole slabs, valves and the like: Digger-loaders, trucks and mechanical lifting equipment may be used.
- h) Earthworks for roads: Conventional road building plant may be used.
- i) Placement and compaction of selected layers, subbase and base: Conventional road building plant may be used.

4.10.3 Documentation

Every month the Contractor shall submit to the Engineer a schedule listing all the local labour employed on the project and giving the wages earned. (See C3.2.14).

4.10.4 Measurement and payment

The labour intensive tasks and production rates shall be determined by the Contractor in accordance with C3.2.10.1 and C3.2.10.2.

The rates for labour intensive items shall cover all overheads and the Contractor's profit, additional supervision, all setting out and the cost of any other operation necessary to complete the work in accordance with the specification. In addition, the rates for labour intensive items shall cover the tariff paid directly to the labourers in respect of the relevant task.

4.11 TRAINING OF LOCAL LABOUR

4.11.1 General

The Contractor shall provide in-service training for labourers recruited from the local community. The training shall cover semi-skilled labour activities such as pipelaying, bricklaying, etc.

4.11.2 Method of training

The training for pipelaying, etc. shall commence without delay. Although the other training can take place in-service, it is advised that all training programmes be initiated in the pre-construction period.

The Tenderer shall indicate how such training is to be done on the schedule bound into this document, and which accredited training scheme will be used.

4.12 NORMAL WORKING HOURS

If the Contractor is given permission, in terms of Clause 5.8.2 of GCC 2015, to work outside the working hours, he shall arrange with the Engineer, in good time, for watching and supervision of the Works, he shall be responsible for paying the additional costs of watching and supervising incurred by the Engineer and he shall provide adequate lighting for the construction area and access (es) as necessary at his own expense.

4.13 LIGHTING

Should the Contractor wish to work when the natural light is inadequate for the type of work to be undertaken, he shall, at his own expense, provide and maintain in good condition, adequate high- powered flood lighting for all portions of the work over which he is operating.

If, in the opinion of the Engineer, the resulting illumination is not adequate for the safe and efficient execution of the work, additional lighting plant shall be provided at the Contractor's expense. Failing this, night work will be prohibited.

4.14 EMPLOYMENT OF LOCAL LABOUR

4.14.1 General

Details of the labour from local areas to be employed, shall be entered in the Personnel Schedule. The area for the employment of "local labour" shall be deemed to include the greater Ganyesa area. The Contractor shall also state in this Schedule the description and numbers of key personnel that he wishes to bring to the Site. Key personnel shall include foremen, artisans, clerks and skilled supervisors.

The Contractor shall submit with each statement of payment, a monthly labour report to the Engineer, indicating the number of temporary and permanent local employees employed on the Works, and the activities on which they were engaged. Formal up to date records shall be kept of all payments made to subcontractors and labourers.

4.14.2 Monthly labour returns

The returns shall be similar to the format given in the Pro Forma: Monthly Labour Returns bound in the document, or as approved by the Engineer.

The following conditions of work, in addition to statutory requirements, shall apply:

- a) The Contractor shall give to a temporary employee, at the earliest possible opportunity, notice of the termination of the project and/or the requirements of that employee's participation in the project; provided

that such notice shall not be less than 2 days. Payment may be made in lieu of such notice.

- b) The temporary employee shall, upon termination of his services, be entitled to a certificate of service showing the full names of the employer and the employee, the type of work done by the employee, the date of commencement, a record of training received and the date of termination of the contract.

4.15 CONTINUANCE OF OPERATION OF EXISTING SERVICES

All existing services shall be maintained in operation unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice has been given to the affected residents. Apart from the provision made in the Bill of Quantities for locating various services, no additional payment for preliminary or hand excavation will be made.

It is likely that further services not shown on the drawings may exist along the routes of the services. The Contractor shall take all possible care to ensure that such services are not damaged.

4.16 CONNECTION TO EXISTING SERVICES

All connections to the existing systems shall be undertaken in a manner and at times to be approved by the Engineer. It is anticipated that the contractor will have to supply services at strategic points in the village during the down-time. No claims for additional payment will be considered in this regard.

4.17 NEATNESS OF THE SITE

The Works are in an environmentally sensitive area. The Contractor shall, therefore, on a day to day basis, keep the area of the Works in a condition acceptable to the Engineer.

4.18 CORROSION PROTECTION FACILITITES

No corrosion protection systems other than the "Denso" protection and as suppliers standards and repairs to systems and decorative finishes shall be applied on Site. The corrosion protection shall be applied in an off-site, properly operated shop. A certificate shall be issued by the supplier, confirming that the coatings are pinhole-free and up to the required standard indicated on the Drawings.

4.19 PROTECTION OF THE ENVIRONMENT

The Contractor shall comply with the following requirements:

The Contractor shall ensure that no damage whatsoever is caused as a result of his operations or otherwise by his workmen in the areas adjacent to the Site.

The movement of plant and workmen shall be restricted to the construction areas and essential access routes. No Contractor's workmen will be permitted in any area which is designated by the Employer as "Restricted".

Within the Site the Contractor shall take steps to protect all property, landscaping, vegetation and soil not directly affected by the works and shall ensure that no avoidable damage or disturbance is caused, and that no erosion is allowed to occur.

No trees shall be felled without the written permission of the Engineer. Trees that are not to be felled shall not be mutilated in any way. No firewood may be collected.

No fires may be lit except at places approved by the Engineer. The Contractor shall ensure that the fire hazard on and near the site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out. Burning of vegetation and trees cleared from the site and/or any other material may only be done on site if permitted in writing by the Engineer and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

The Contractor shall remove rejected and surplus material, debris and rubbish at the earliest opportunity and shall on a day-to-day basis keep the site neat and tidy to the satisfaction of the Engineer.

All scarred areas, borrow and spoil areas, cut and fill slopes, all temporary haul and access roads and tracks and any other areas where the vegetation has been removed or damaged, shall be reinstated to restore the area as nearly as possible to its original state. Such reinstatement shall include the removal of refuse, debris and construction

infrastructure and materials, the scarifying of all hardened surfaces, the replacement and spreading of unused material, the correction of drainage deficiencies to provide free drainage, the flattening of cut and fill slopes and the shaping and trimming of surfaces, all as necessary or as directed by the Engineer.

The Contractor shall ensure that his workmen are properly instructed and carry out the requirements of this clause. The Contractor will be held liable for all unauthorized damage caused by him or any of his workmen.

4.20 FENCES

Where, in the opinion of the Engineer, it is necessary to remove existing fences or portion of fences, the Contractor shall dismantle and stack the various components of the fence at a safe place for later re-erection. No gate, fence or portion of fence shall be removed without the prior, written approval of the Engineer. On completion of the Contractor's operations in an area, the existing fence line shall be either replaced with new fencing to the identical type or reinstated to at least the standard of the original fence by using the materials which were dismantled and stacked together with new materials to make up any shortfall, all as ordered by and to the approval of the Engineer.

The Contractor is strongly advised to make sketches and, where applicable, take photographs of existing fences before they are removed so as to minimize possible arguments that may arise between himself and the property owner concerning the quality of the original and re-erected fences.

Removal of fences and re-instatement will be measured separately per linear meter.

4.21 SURVEY BEACONS AND ERF BOUNDARY PEGS

The Contractor shall also protect all bench marks and reference pegs and shall replace these at his own cost if they are disturbed during construction. No guarantees are made that these pegs or beacons are available on site and thus it forms part of the contractors responsibility to obtain survey information.

4.22 EXISTING SERVICES

4.22.1 General

A number of services, inter alia water pipelines and sewers, Telkom cables, LT and HT electric power cables may be encountered in the vicinity of the Site.

No guarantee can be given that all affected services are indicated on the drawings, or that, if they are shown, they are shown exactly in the correct location. Once located, the exact location, level and nature of the service shall be recorded and given to the Engineer's Representative in writing.

The Contractor shall, subject to the provisions of C3.2.15, expose all services by hand in advance of his trenching operation in order to reduce the risk of damage to existing services.

The Contractor shall take special care not to damage any existing services and shall comply with all the requirements of the relevant authorities during construction. The Contractor will be held solely responsible for the protection of all known services and for any claims for damages arising from damage to any such service.

The Contractor shall give assistance to other authorities as required when the authority concerned undertakes to locate and protect their service.

4.22.2 Telkom and power cables

Before any excavation is carried out within 10 m of the approximate position of an underground Telkom, electric power cable or any other control cables, the Contractor shall notify the Engineer in writing, giving 5 working days' notice, and shall ascertain and comply with any conditions that have been imposed for such work. No excavation shall be carried out within 10 m of the cable until the cable has been exposed and protected by the owner or by the Contractor with the prior written approval of the owner.

4.23 MANAGEMENT OF THE WORKS

4.23.1 MANAGEMENT OF THE WORKS

4.23.1.1 Applicable SANS 1921 standards

There are no SANS 1921 standards applicable to this contract.

4.23.1.2 Applicable SANS 1200 Standardized Specifications

The SANS 1200 Standardized Specifications shall apply to this Contract.

4.23.1.3 Particular / Generic specifications

The Particular / Generic specifications that apply to this Contract are listed in Part C3.6.1. All data and variations to these specifications are given in Part C3.6.2, Specification Data.

4.24 PLANNING AND PROGRAMMING

4.24.1 Submitted programme

The Contractor's programme, required in terms of Clause 5.6.1 of GCC 2015, shall be in a bar chart form.

In addition to the requirements of Clause 5.6.1 of GCC 2015, the Contractor's programme shall show:

- a) the various activities, related to a time scale, for each element of the Works, including those of Nominated and/or Subcontractors, in sufficient detail to be able to assess construction progress,
- b) critical path activities and their dependencies,
- c) key dates in respect of work to be carried out by others,
- d) key dates in respect of information to be provided by the Engineer and/or others,
- e) the anticipated handing over of sections of the site in phases where civil services are completed for the construction of houses by a separate contractor,
- f) predicted cash flow programme.

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Engineer in writing.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

4.25 GENERAL ALLOWANCES

4.25.1 General allowances

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

- a) expected weather conditions and their effects,
- b) known physical conditions or artificial obstructions,
- c) searching for, dealing with and carrying out alterations to the existing services,
- d) the accommodation of public access and traffic,
- e) the provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act, and
- f) the limitation on length of open excavations as specified in SDDb5-5.

4.25.2 Sequence of the works

4.25.2.1 Required sequence of construction and interim dates

The Contractor shall arrange his programme in such a manner that the work is completed from one side. He shall therefore complete his trench excavations, service laying and backfilling supply and installations of all services in one area before commencing with works in an adjacent area.

The Contractor will also be allowed to phase the works.

4.25.2.2 Review of progress

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme, by more than 2 weeks, he shall submit a revised programme and method statement of how he proposes to make up the lost time. If, in

the opinion of the Engineer, such revised programme will not make up the lost time, the Engineer shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganization will not be accepted.

4.25.2.3 Neatness of the site

The general neatness and tidiness of the residential area, are of particular concern. The Contractor shall, therefore, on a day to day basis, keep the area of the Works in a condition acceptable to the Engineer.

4.25.2.4 Work across farmland

No construction shall be commenced in any camp containing livestock until arrangements have been made with the owner to have them removed and they have been removed. The Contractor shall ensure that any gate opened by him is attended until it is closed

4.25.2.5 Extension of time resulting from abnormal rainfall

Extension of time will only be considered for rainfall or saturated conditions that will influence the quality of work and will be calculated in accordance with the following method:

- a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed - as given in the Schedule below.
- b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:
- c) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Engineer, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on working days will be considered.
- d) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule below.
- e) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.
- f) Where a portion of a month is involved, a pro rata number of days shall be calculated.

4.25.3 Quality plans and control

The Contractor shall supply the employer with a quality plan within 14 days after being appointed, showing how quality assurance will be managed on site.

4.26 Environmental

4.26.1 Protection of the environment

4.26.1.1 Environment Manage Plan

The Contractor shall comply with the provisions of the Environmental Specification.

4.26.1.2 Fires and burning of vegetation

No fires may be lit except at places approved by the relevant authority. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out. Burning of vegetation and trees cleared from the Site and/or any other material may only be done on site if permitted in writing by the relevant authority and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

4.26.1.3 Preservation of flora and fauna and soil conservation

The Contractor shall:

- a) take all precautions to prevent:
 - i) the erosion of soils and/or
 - ii) loss of or injury to domestic and other animals from any lands used or occupied by the Contractor;
- b) refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is necessary for the execution of the Contract,
- c) take care to cause the minimum of disturbance to the fauna and flora.
- d) take precautions to keep the risk of fire to a minimum,
- e) arrange that timber for firewood be obtained only from such places as may be approved by the Engineer;
- f) take such measures as to ensure that his employees are aware of all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of the camp or the Works or the taking of fish from any water; and
- g) prohibit all firearms from the site and temporary camps.

4.26.1.3 Indigenous forest

Oak, palm, yellowwood, stinkwood, blackwood, wild olive, trees, and other trees that have a high commercial value in the timber trade, are defined as "valuable indigenous trees" for the purposes of this Contract and shall not be damaged in any way. Other than as specifically directed by the Engineer, felling of valuable indigenous trees is strictly forbidden.

4.26.2 Accommodation of traffic on public roads occupied by the contractor

The Contractor will initiate such process as to make the road safe for public use.

4.26.3 Other contractors on site

There will be no other contractors on Site except for subcontractors appointed by the main contractor.

4.26.4 Testing, completion, commissioning and correction of defects

It will be the responsibility of the contractor to correct all defects that may occur to previously completed and tested material or construction work. The site will be taken over by the employer as a whole or in phases only once all work in that phase is completed.

4.26.5 Recording of weather

The Contractor will be required to keep daily records of the weather including temperatures and rainfall. These records should be made available to the engineer at every monthly site meeting.

4.26.6 Format of communications

All instructions or requests should be noted in a site instruction book that will be permanently available on site.

4.26.7 Key personnel

A list of all key personnel and their contact details should be made available to the engineers within 7 days after the commencement of work.

4.26.8 Management meetings

Management meetings will be held at least once per month at a pre-arranged venue. The Contractor shall make available the personnel as required to attend these meetings. All personnel attending shall have the required capacity to make decisions regarding the execution of the project.

4.26.9 Daily records

Daily records will be kept by the Contractor regarding materials, plant and labour on site. These records should be made available to the Engineer on request.

4.26.10 Payment certificates

Payment Certificates will be issued and processed once per month. The dates that such certificates should be submitted to the Engineer will be confirmed once construction commences.

4.27 LIST OF APPLICABLE SPECIFICATIONS

4.27.1. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The following specifications shall apply to this contract:

Applicable SANS 2001 or SANS 1200 standards for construction works

SABS 1200 A-General

SABS 1200 AB-Engineer's Office

SANS 2001-BE1:2008.1-Earthworks (general)

SANS 2001-BS1:2008.1-Site clearance

SANS 2001-CC1:2012.1.1-Concrete works (structural)

SANS 2001-CC2:2007.1-Concrete works (minor works)

SANS 2001-CM1:2012.1.1-Masonry walling

SANS 2001-CM2:2011.1-Strip footings, pad footings and slab-on-the-ground foundations for masonry walling.

SANS 2001-CS1:2012.1.1-Structural steelwork

SANS 2001-CT1:2011.1.1-Structural timberwork (flooring)

SANS 2001-CT2:2011.1.2-Structural timberwork (roofing)

SANS 2001-DP1:2011.1.1-Earthworks for buried pipelines and prefabricated culverts.

SANS 2001-DP2:2010.1-Medium pressure pipelines.

SANS 2001-DP3:2010.1-Cable ducts.

Applicable national and international standards

SANS 164-Plugs, socket-outlets and couplers for industrial purposes*

SANS 558-Cast iron surface boxes and manhole and inspection covers and frames*

SANS 950-Unplasticized polyvinyl chloride rigid conduit and fittings for use in electrical Installations

SANS 1085-Wall outlet boxes for the enclosure of electrical accessories*

SANS 1239-Plugs, socket-outlets and couplers for industrial purposes*

SANS 1250-Capacitors for use with fluorescent and other discharge lamp ballasts*

SANS 1411-Materials of insulated electric cables and flexible cords*

SANS 1507-Electric cables with extruded solid dielectric insulation for fixed installations

SANS 1777-Photoelectric control units for lighting (PECUs)

SANS 10114-Interior lighting*

SANS 10142-1-Wiring of premises*

SANS 10400-Application of the National Building Regulations

SANS 61084-Cable trunking and ducting systems for electrical installations

SANS 10142-2, Medium-voltage installations above 1 kV a.c. not exceeding 22 kV a.c.

and

up to and including 3 000 kW installed capacity

SANS 182-1, Conductors for overhead electrical transmission lines – Part 1: Copper wires and stranded copper conductors.

SANS 182-2, Conductors for overhead electrical transmission lines – Part 2: Stranded aluminium conductors.

SANS 182-3, Conductors for overhead electrical transmission lines – Part 3: Aluminium Conductors, steel reinforced.

SANS 555, Unused and reclaimed mineral insulating oils for transformers and switchgear.

SANS 780, Distribution transformers.

SANS 808, Cable glands for use on flameproof enclosures.

SANS 1029, Miniature substations.

SANS 1037, Standard transformer bushings.

SANS 1063, Earth rods, couplers and connections.

SANS 1213, Mechanical cable glands.

SANS 1339, Electric cables – Cross-linked polyethylene (XLPE) insulated cables for voltages

3,8/6,6 kV to 19/33 kV.

SANS 1371, Ceramic hollow insulators for standard transformer bushings.

SANS 1411-1, Materials of insulated electric cables and flexible cords – Part 1: Conductors.

SANS 1507-1, Electric cables with extruded solid dielectric insulation for fixed installations

(300/500 V to 1 900/3 300 V) – Part 1: General.

SANS 1507-2, Electric cables with extruded solid dielectric insulation for fixed installations

(300/500 V to 1 900/3 300 V) – Part 2: Wiring cables.

SANS 1507-3, Electric cables with extruded solid dielectric insulation for fixed installations

(300/500 V to 1 900/3 300 V) – Part 3: PVC Distribution cables.

SANS 1507-4, Electric cables with extruded solid dielectric insulation for fixed installations

(300/500 V to 1 900/3 300 V) – Part 4: XLPE Distribution cables.

SANS 1507-5, Electric cables with extruded solid dielectric insulation for fixed installations

(300/500 V to 1 900/3 300 V) – Part 5: Halogen-free distribution cables.

SANS 1507-6, Electric cables with extruded solid dielectric insulation for fixed installations

(300/500 V to 1 900/3 300 V) – Part 6: Service cables.

SANS 1520-1, Flexible electric trailing cables for use in mines – Part 1: Low-voltage (640/1100 V and 1 900/3 300 V) cables.

SANS 1713, Electric cables – Medium-voltage aerial bundled conductors for voltages from

3,8/6,6 kV to 19/33 kV.

SANS 1874, Metal-enclosed ring main units for rated a.c. voltages above 1 kV and up to and including 24 kV.

SANS 1885/NRS 003, AC metal-enclosed switchgear and controlgear for rated voltages above 1 Kv and up to and including 36 kV.

SANS 10108, The classification of hazardous locations and the selection of apparatus for use in such locations.

SANS 10198-1, The selection, handling and installation of electric power cables of rating not exceeding 33 kV – Part 1: Definitions and statutory requirements.

SANS 10198-2, The selection, handling and installation of electric power cables of rating not exceeding 33 kV – Part 2: Selection of cable type and methods of installation.

SANS 10198-3, The selection, handling and installation of electric power cables of rating not exceeding 33 kV – Part 3: Earthing systems – General provisions.

SANS 10198-4, The selection, handling and installation of electric power cables of rating not exceeding 33 kV – Part 4: Current ratings.

SANS 10198-5, The selection, handling and installation of electric power cables of rating not exceeding 33 kV – Part 5: Determination of thermal and electrical resistivity of soil.

SANS 10198-6, The selection, handling and installation of electric power cables of rating not exceeding 33 kV – Part 6: Transportation and storage.

SANS 10198-7, The selection, handling and installation of electric power cables of rating not exceeding 33 kV – Part 7: Safety precautions.

SANS 10198-8, The selection, handling and installation of electric power cables of rating not exceeding 33 kV – Part 8: Cable laying and installation.

SANS 10198-9, The selection, handling and installation of electric power cables of rating not exceeding 33 kV – Part 9: Jointing and termination of extruded solid dielectric-insulated cables up to 3,3 kV.

SANS 10198-10, The selection, handling and installation of electric power cables of rating not exceeding 33 kV – Part 10: Jointing and termination of paper-insulated cables.

SANS 10198-11, The selection, handling and installation of electric power cables of rating not exceeding 33 kV – Part 11: Jointing and termination of screened polymeric-insulated cables.

SANS 10198-12, The selection, handling and installation of electric power

cables of rating not exceeding 33 kV – Part 12: Installation of earthing system.

SANS 10198-13, The selection, handling and installation of electric power cables of rating not exceeding 33 kV – Part 13: Testing, commissioning and fault location.

SANS 10199, The design and installation of earth electrodes.

SANS 10200, Neutral earthing in medium voltage industrial power systems.

SANS 10280, Overhead power lines for conditions prevailing in South Africa.

SANS 10292, Earthing of low-voltage (LV) distribution systems.

SANS 10313, Protection against lightning – Physical damage to structures and life hazard.

SANS 17025/ISO/IEC 17025, General requirements for the competence of testing and calibration laboratories.

SANS 60044-1/IEC 60044-1, Instrument transformers – Part 1: Current transformers.

SANS 60044-2/IEC 60044-2, Instrument transformers – Part 2: Inductive voltage transformers.

SANS 60044-5/IEC 60044-5, Instrument transformers – Part 5: Capacitor voltage transformers.

SANS 60060-1/IEC 60060-1, High-voltage test techniques – Part 1: General definitions and test requirements.

SANS 60076-10/IEC 60076-10, Power transformers – Part 10: Determination of sound levels.

SANS 60079/IEC 60079 (all parts), Electrical apparatus for explosive gas atmospheres.

SANS 60099-4/IEC 60099-4, Surge arresters – Part 1: Metal-oxide surge arresters without gaps for a.c. systems.

SANS 60137/IEC 60137, Insulated bushings for alternating voltages above 1 000 V. SANS 60265-1/IEC 60265-1, High-voltage switches – Part 1: Switches for rated voltages above 1 kV and less than 52 kV.

SANS 60282-1/IEC 60282-1, High-voltage fuses – Part 1: Current-limiting fuses.

SANS 60282-2/IEC 60282-2, High-voltage fuses – Part 2: Expulsion fuses.

SANS 60305/IEC 60305, Insulators for overhead lines with a nominal voltage above 1 000 V

Ceramic or glass insulator units for a.c. systems – Characteristics of insulator units of the cap and pin type.

SANS 60383-1/IEC 60383-1, Insulators for overhead lines with a nominal voltage above 1 000

V – Part 1: Ceramic or glass insulator units for a.c. systems – Definitions, test methods and acceptance criteria.

SANS 60383-2/IEC 60383-2, Insulators for overhead lines with a nominal voltage above

1000 V –Part 2: Insulator strings and insulator sets for a.c. systems – Definitions, test methods and acceptance criteria.

SANS 60502-4/IEC 60502-4, Power cables with extruded insulation and their accessories for rated voltages from 1 kV ($U_m = 1,2 \text{ kV}$) up to 30 kV ($U_m = 36 \text{ kV}$) – Part 4: Test requirements on accessories for cables with rated voltages from 6 kV ($U_m = 7,2 \text{ kV}$) up to 30 kV ($U_m = 36 \text{ kV}$).

SANS 60529/IEC 60529, Degrees of protection provided by enclosures (IP Code).

SANS 60694/IEC 60694, Common specifications for high-voltage switchgear and controlgear standards.

SANS 60815/IEC 60815, Guide for the selection of insulators in respect of polluted conditions.

SANS 60865-1/IEC 60865-1, Short-circuit currents – Calculation of effects – Part 1: Definitions and calculation methods.

SANS 60947-6-2/IEC 60947-6-2, Low-voltage switchgear and control gear – Part 6-2: Multiple function equipment – Control and protective switching devices (or equipment) (CPS). SANS 61230/IEC 61230, Live working – Portable equipment for earthing or earthing and short circuiting.

SANS 61241-1/IEC 61241-1, Electrical apparatus for use in the presence of combustible dust – Part 1: Protection by enclosures “tD”.

SANS 61284/IEC 61284, Overhead lines – Requirements and tests for fittings. SANS 61481/IEC 61481, Live working – Portable phase comparators for use on voltages from 1 kV to 36 kV a.c.

SANS 62052-11/IEC 62052-11, Electricity metering equipment (AC) – General requirements, tests and test conditions – Part 11: Metering equipment.

SANS 62053-21/IEC 62053-21, Electricity metering equipment (AC) – General requirements, tests and test conditions – Part 21: Static meters for active energy (classes 1 and 2).

IEC 62271-1 : High-voltage switchgear and control gear – Part 1: Common specifications for alternating current switchgear and control gear.

SANS 62271-100/IEC 62271-100, High-voltage switchgear and control gear – Part 100:

Alternating current circuit-breakers.

SANS 62271-102/IEC 62271-102, High-voltage switchgear and control gear – Part 102:

Alternating current disconnectors and earthing switches.

SANS 62271-105/IEC 62271-105, High-voltage switchgear and control gear – Part 105:

Alternating current switch-fuse combinations.

SANS 62271-200/IEC 62271-200, High-voltage switchgear and control gear – Part 200: AC metal enclosed switchgear and control gear for rated

voltages above 1 kV and up to and including 52 kV.

SANS 62271-202/IEC 62271-202, High-voltage switchgear and control gear

– Part 202: High-voltage/low-voltage prefabricated substation.

SANS 62305-3/IEC 62305-3, Protection against lightning – Part 3: Physical damage to structures and life hazard.

NRS 040 (all parts), *High-voltage operating regulations*

4.27.2 SPECIFIC PROJECT AND MATERIAL SPECIFICATIONS

TECHNICAL SPECIFICATION

Mast

4.27.2.1 Design

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

The fully equipped mast must be designed for terrain category 2 at an altitude of 1000m and for a lifespan of 50 years. The masts must be designed so that wind excited oscillations shall be dampened as much as practically possible and allowance made for the stresses due to these oscillations. The manner in which this is to be achieved shall be clearly stated in the design calculations. The axis of the mast when erected shall not deviate from the vertical by more than 0,3% of the height above the base flange nor from straightness by more than 0,3% of any length, measured at the centre of that length unless the mast is explicitly so designed. The mast shall carry at its top the Floodlights evenly around its circumference. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted.

4.27.2.2 Construction

The masts shall be constructed from conical sections which, when assembled, will form a tapered column of **circular cross section**.

The masts shall be of lightweight construction and a base plate shall be welded to the bottom end of the lowest section suitably drilled for foundation bolts.

All welding shall comply with SANS 10225 1991-1 specifications. Welding Procedure Specification and shall only be carried out by coded welders, tested according to the AWS specification. Proof of the relevant Welding Procedure Specification and Welding Qualification documents must be submitted on request. Inspection and acceptance certificates shall be furnished on request.

The steel used in the manufacture of the mast shall have **an ultimate tensile strength of between 460 and 680 MPa and identical to SABS 1431 grade 355WA steel.**

Proof must be supplied that the manufacturer is ISO 9001:2008 accredited.

Masts and mast bases must be manufactured of Grade S355J0 steel plate complying with the requirements of SANS 50025. Any openings in the mast must be reinforced sufficiently in order not to weaken the structure. Each mast must be constructed to form an evenly tapered totally enclosed hollow shaft with a steel base section. The masts must be delivered to site in sections and joined on site. A method statement must be submitted to the Engineer detailing the on-site assembly of the mast. Bolted or welded section joints will not be permitted i.e. site slip joints must be used to enable the erection of the masts. The base section must be designed for mounting on a concrete plinth and must be fixed in position with bolts, nuts and washers of adequate dimensions. For added security, gussets must be welded onto the base between mounting holes. This must be done before galvanizing.

4.28 Access Opening

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

4.29 UV Protected fibre glass canopy

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

4.30 Raising and Lowering Device

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

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

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

4.31 Hoisting Unit

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

The winch shall be fitted with a safety device to ensure that the drum is locked positively when the cranking handle or power tool is removed from the drive shaft. The safety device shall be applied automatically. A test certificate, stating the safe working load of the winch and issued by a recognized

testing authority, shall be supplied with each winch. Winches shall be fitted with a label and rating plate of a permanent nature in an easily visible position.

4.32 Hydraulic power tool

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

4.33 Corrosion Protection

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

Close attention shall be paid to the manner in which the material is stacked and stored at the galvaniser's works and also during its subsequent handling.

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

4.34 Luminaire Carriage, Electrical Cables, Board and Floodlights

4.34.1.1.1 Luminaire Carriage

The carriages for the 40m masts shall be designed and manufactured from suitably sized and graded channel formed steel considering the weight and the windage area of the number of flood light luminaires and all related equipment and shall accommodate at least the following:

- Six (6) 480w LED luminaires similar to Iris MEFL-480w Flood Light on the 40m masts.
- A suitably sized glass reinforced polymer cable termination box for the termination of the trailing cable and luminaire supply cables.
- A lighting arresting spike.
- Guides and docking stops suited to those on the top pulley assembly.
- At least four 12mm diameter (after galvanising) holes per luminaire for fixing purposes.
- A 300mm long 4mm stainless steel wire safety leash with fixings shall be provided for each luminaire.

4.34.1.1.2 Electrical Connection to the Luminaires

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

4.34.1.1.3 Distribution Board

Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15, and 16

A fully enclosed IP54 distribution board shall be mounted in the access opening in such a manner as to facilitate easy and safe access for maintenance purposes and shall be wired in a neat and workmanlike fashion. The distribution board shall be of adequate dimensions and fitted with a hinged door with lockable catch. The door shall seal onto a neoprene gasket. Suitable vermin proofed ventilation holes shall be provided to prevent moisture build-up in the distribution boards. The following equipment shall be suitably rated for the duty and must be accommodated in the distribution board:

- One (1) x three pole MCB main switch.
- Single pole MCBs for individual luminaire protection. Each circuit breaker must supply only one luminaire.
- One (1) x single phase switched socket outlet for the use of a power tool Means of isolating control cable supply voltage (inside the board)
- One (1) x single phase switched socket outlet for the use of a power tool
- One (1) x 5 pin CEE socket
- One (1) x adequately rated contactor
- One (1) x single pole MCB acting as by-pass switch
- One (1) x single pole MCB protecting the contactor
- One (1) x rated photocell
- The remote-control gear (if required).

The following must be noted:

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

Circuit breakers shall comply with SANS 156 and SANS 1426 with a fault rating not less than 10kA. All circuit breakers must be accessible from the front of the board.

All equipment in the distribution board shall be mounted behind a removable cover with cut-outs to provide access to the circuit breaker toggle switch.

All circuits in the distribution board shall be suitably labelled.

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

A Splitter box with IP65 rating shall be mounted on top of mast, fitted with a test socket of the CEE type with at least IP54 rating at the bottom of the box.

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

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

4.34.1.1.4 **Cable Termination Box**

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

4.34.1.1.5 **Floodlight Luminaires**

The luminaires shall be complete with internal wiring, control gear as well as any other components and accessories required, to ensure complete and working light fitting. Floodlight Luminaires shall be similar to IRIS MEFL-480W

The luminaires must comply with SANS 10389, SANS 475, SANS 60598-1 and SANS 60598-2-5.

The LED luminaire shall be designed to meet the lighting criteria for 40m high mast lighting. The luminaire shall be designed in accordance with the following requirements

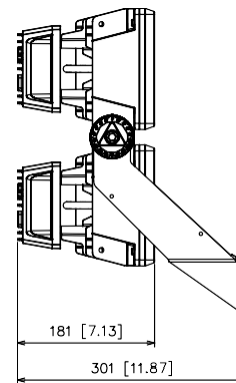
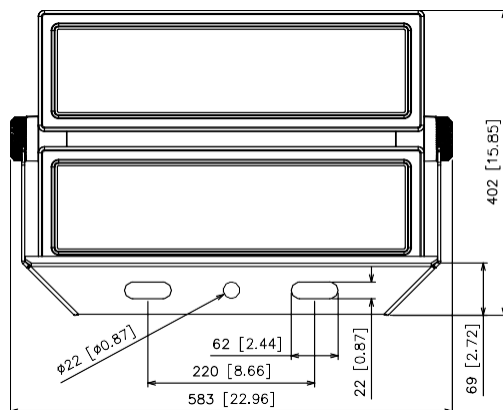
The luminaire is a multi-purpose high power modular LED luminaire solution designed to provide an unrivalled combination of performance and flexibility for lighting areas where high lumen packages are needed while offering maximum savings in energy and maintenance costs with a short payback time. This modular luminaire can be installed on high masts with a bracket of one, two or three luminaires to provide the lighting distribution and lumen package needed to meet the specifications of the area to be lit. Add flexibility with on-site photometric adjustment, the luminaire guarantees the perfect lighting to ensure safety and comfort. It offers a real alternative to luminaires equipped with high-power traditional light sources, with the added advantages of an LED solution: low energy consumption, improved visibility with white light, limited maintenance and longer life. The luminaire can be fitted with the Owllet range of control solutions to enable you to further maximize energy savings by adapting the light levels according to the real needs. A wide range of photometry is available. The Lens Flex® photometric engine allows flexibility of multiple light distributions to ensure that the specific requirements of each application are met.

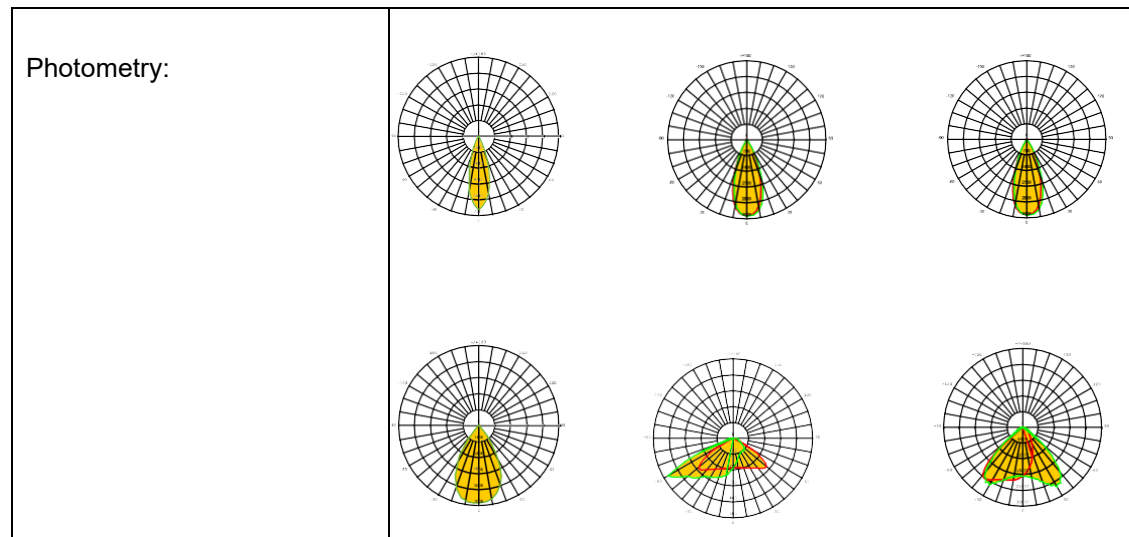
Thermax®: The Iris MEFL-480w offers an efficient thermal management of both the LEDs and the power supply thanks to the separation between the optical unit and the gear box. The cooling fins on the optical unit optimize the heat dissipation. This design enables the luminaire to perfectly manage high ambient temperatures (T_a up to 55°C) and ensures reliability in the long term.

The luminaire housing is manufactured of high-pressure die-cast aluminum. To withstand even the most corrosive environments, the luminaire housing is especially e-coated (optional).

DESIGN / CONSTRUCTION

TECHNICAL DATA





- Design Life: In excess of 25 years.
- The LED life expectancy shall be at least 60,000 hours (*Documentary evidence from the LED manufacturer, by means of an appropriate datasheet, shall be provided*).
- The luminaires shall have an approved asymmetric luminous intensity distribution suitably controlled internally for a medium and narrow beam distribution.
- Use of high efficiency LED's (*Documentary evidence of compliance to this clause shall be submitted with the tender*).
- The luminaire housing shall be robustly constructed of marine grade high pressure die cast aluminum and shall be weatherproof, hail proof, corrosion proof and vandal resistant. Glass reinforced polyester (GRP) luminaires are not acceptable.
- Surge protection 10kV / 10kA
- A minimum power factor of 0.9
- Hinge pins, clips, clamps, set screws, bolts, nuts and washers shall be manufactured from an appropriate grade of stainless steel and shall be to the approval of the Engineer.
- The front glass to the luminaire lamp enclosure must be manufactured from heat tempered, impact resistant glass with a minimum thickness of 5mm and must be fitted with a silicon gasket seal. Polycarbonate is not acceptable. The front glass shall be fixed at least at the four corners with stainless steel clamps and suitably sized screws to allow for the periodic cleaning and maintenance of the glass.
- Silicon rubber gaskets shall be fitted into a groove in the housing and shall be kept in place such that the integrity of the IP rating is ensured. The gasket shall be screened against harmful radiation from the light source.
- An exterior lip shall be provided on the housing to ensure that there is no direct rainwater contact with the gasket between the housing and the diffuser, thus ensuring that no moisture is sucked into the diffuser when the luminaire is switched off and cools down.
- All metal parts of the luminaire must be connected to a suitable earth terminal.
- Connections shall be brought to a suitable heat resistant screw type plug in terminal block using silicone heat resistant wiring. The terminal block shall be securely fixed to the control gear holding plate. The terminal shall be indelibly marked either by means of colour coding or by the letters L, N & E.

4.34.1.1.6 Degrees of Protection

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

- Distribution board: IP 66

- Lamp compartment: IP 66
- Control gear compartment: IP 66

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

4.35 Foundations

4.35.1.1.1 Excavations

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

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

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

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

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

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

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

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

Care must be taken to ensure that effective barriers are erected around all excavations to ensure the safety of the general public. In this regard the contractor must install an orange meshed barrier screen (or other type of barrier if deemed by the Contractor to be more effective) up to at least a metre in height around the entire excavated area.

The barrier must be secured in such a way that it will not be disturbed by adverse weather conditions. Where the public requires access across the excavation, suitable, safe crossings must be provided. The Contractor must detail in his safety plan the measures that will be taken to safeguard the public.

The Contractor shall be responsible for any liability arising out of his activities. This includes the safety of the public while the trenches are open. The Contractor must consult the owners of properties who may be affected by the activities of the Contractor e.g. driveways, well maintained verges or gardens.

4.35.1.1.2 Concrete Base

The concrete base, reinforcing cage and fixings shall be designed and constructed to the requirements of SANS 1200 A, SANS 1200 AA, SANS 1200 G, SANS 1200 GA, SANS 10144, SANS 10145, SANS 17660-1, SANS 17660-2 and SANS 920.

The base design

shall include at least two 110mm diameter PVC ducting to allow the supply cable and the two 35mm² copper earthing conductors access from below ground level to the inside of the mast without being visible above. The positioning of the ducting must be clearly marked on the foundation of the mast.

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

4.35.1.1.3 Holding down Bolts

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

4.35.1.1.4 Earthing of Mast

Earthing of the mast shall comply with SANS 10142 and SANS 10313. The minimum earthing shall however consist of two (2) x 2,4 m earth spikes installed on opposite sides of the mast. The top of the spikes shall be at least 600 mm below finished ground level.

The two spikes shall be connected together and from each Spike to the inside of the mast using a 70mm² bare copper conductor (or approved equivalent) via the ducting provided. There shall be no joints in the earth conductors and all terminations shall be to the manufacturer's requirements.

4.35.1.1.5 Marking

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

4.36 TESTING AND COMMISSIONING

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

4.37 SCHEDULES – TO BE COMPLETED

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

Bid No 09/2026-2027T
Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16

(C.3.6.1) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P*)	R	B-BBEE Status Level of Prime Supplier	
--	---	---------------------------------------	--

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub- contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B- BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
¹ Documentary evidence to be provided				Total: R
				Expressed as a percentage of P* %

Signatures

**Declared by supplier
to be true and correct:**

Date: ..

**Verified by SM Project
Manager:**

Date: ..

Bid No 09/2026-2027T
Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16

(C.3.6.2) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
--	---	--	--

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹ A	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by supplier
to be true and correct:

Date:

Verified by SM Project
Manager:

Date:

ANNEXURES

Bid No 09/2026-2027T
Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16

(C.3.6.3) TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT (PRO FORMA)

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the PREFERENCE POINTS CLAIM FORM) (P*)	R	Specified Targeted Labour Contract Participation Goal	%
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Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month ¹	Total expenditure on wages in respect of targeted labour
Contractor	R	R	R
Sub-contractor A	R	R	R
Sub-contractor B	R	R	R
¹ Documentary evidence to be provided			Total: R
Expressed as a percentage of P*			%

Signatures

Declared by Contractor
to be true and correct:

Date

Verified by Employer's
Agent/
Employer's Agent's
Representative:

Date

Bid No 09/2026-2027T
Supply and Installation of High Mast Lights in Ward 8, 10, 13, 15 and 16

(C.3.6.4) TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT (PRO FORMA)

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the PREFERENCE POINTS CLAIM FORM) (P*)	R	Specified Targeted Enterprises Contract Participation Goal	%
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Name of targeted enterprise (list all)	Total previous expenditure (excl. VAT) to targeted enterprises	Net Amount for this month ¹	Total expenditure (excl. VAT) to targeted enterprises
Targeted Enterprise A	R	R	R
Targeted Enterprise B	R	R	R
Targeted Enterprise C	R	R	R
¹ Documentary evidence to be provided			Total: R
			Expressed as a percentage of P* %

Signatures

Declared by Contractor
to be true and correct:

Date

Verified by Employer's
Agent/
Employer's Agent's
Representative:

Date

Annexures

