



RAND WEST CITY
LOCAL MUNICIPALITY

RAND WEST CITY LOCAL MUNICIPALITY

RE-ADVERT: RWCLM-3/004/2022/2023

TENDER DOCUMENT

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS TO SUPPLY, INSTALL
AND REPAIR 30M HIGH MAST POLES AS AND WHEN REQUIRED FOR A 36
MONTH PERIOD**

Name of Tenderer : _____
Address : _____
Tel. Number : _____
Cell number : _____
Fax number : _____
E-mail : _____
Total Amount : _____

ISSUED BY;

THE MUNICIPAL MANAGER

Rand West City Local

Municipality

P O Box 218

Randfontein

1760

Tel: 011 411 0051

Fax: 011 693 3865

Special conditions of contract and required documentation

The following mandatory documents must be submitted with the tender document and failure to submit either may lead to your submission being declared non-responsive:

- Prices must be valid for at least ninety (90) days from the closing date and must be inclusive of VAT if the bidder is a VAT vendor.
- A valid Tax Clearance Certificate and Tax Compliance status document with PIN from SARS.
- Proof of registration with the National Treasury Central Supplier Database (a bidder must attach CSD registration report with Supplier No. and Unique Code).
- Original BBBEE certificate, certified copy or a certified original copy of EME or QSE verified affidavit in the case of EMEs and QSEs. Failure to submit either will lead in the bidder scoring no points for BBBEE. Must be a consolidated certificate for Joint Ventures.
- Certified copies of Company Registration Documents and ID copies of company directors
- Completed MBD FORMS.
- A current municipal account statement reflecting the bidder is not in arrears for more than 3 months, lease agreement or SAPS affidavit stating that the bidder not obliged to pay municipal rates.

NB: No bids will be considered from persons in the service of the state.

BIDDERS SHOULD ALSO TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Rand West City Local Municipality Supply Chain Management Policy will apply.
- The Rand West City Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the bid in whole or in part.
- Bids, which are late, incomplete, unsigned, faxed or sent electronically, will not be accepted.
- The latest General Conditions of Contract and any Special Conditions of Contract will apply.
- The bid will be evaluated on local production content the minimum threshold as stipulated by the DTI in each designated sector will apply.
- For all procurement that exceed 10 Million, (all application taxes included) bidders must submit the audited annual financial statements for the past three years.
- The municipality reserve the right for appoint more than one service provider.

Compulsory Briefing Session as Follows:

Date: 12 MAY 2023

Time: 10:00am

Venue: Corner Fedler and Second Street, Randfontein

Failure to comply with these conditions may invalidate your offer.

Acknowledgement

Signature

Date



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	RE-ADVERT: RWCLM- 3/004/2022/2023	CLOSING DATE:	05 JUNE 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS TO SUPPLY, INSTALL AND REPAIR 30M HIGH MAST POLES AND WHEN REQUIRED FOR A 36 MONTHS PERIOD				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR Fedler and Second Street					
Randfontein					
1760					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS		TCS PIN:		OR CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED				Pricing	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Francois Kuhn	
CONTACT PERSON	Cecilia Mofokeng		TELEPHONE NUMBER	011 411 0000	
TELEPHONE NUMBER	010 496 5636		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Francois.Kuhn@randwestcity.gov.za	
E-MAIL ADDRESS	Cecilia.Mofokeng@randwestcity.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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Functionality

The assessment of functionality will be done in terms of the functionality evaluation criteria and the minimum threshold is set. A bid will be disqualified if it fails to meet the minimum threshold of 45 points for functionality as per the functionality scoring are allocated as follows:

A) Resources Required					Maximum Points	Points Awarded (Office use only)
Item	Equipment	Number Required	Points Hiring	Points Ownership		
1	LDV	1	5	10	20	
2	Crane truck	1	5	10		

Bidders to provide (attach) a letter of Intent to hire / Agreement from a Hiring Company(s) or provide proof of ownership in the form of a certified e-NATIS certificate(s) for required vehicles. The e-Natis certificate should be in the name of the bidding company or name(s) of company owners /directors.

B) Technical Expertise:	Points	Maximum Points	Points Awarded (Office use only)
ECSA Registered Civil Engineer / Technologists / Technician. Bidder(s) to attach a copy(s) of Degree / B-Tech Degree / ND Diploma in Civil Engineering, valid certified ECSA registration certificate and a CV (10 years or more experience in similar projects). Copies of qualification(s) and ECSA certificate(s) should be certified. (May be contracted in by the bidder or may be employed by the bidder)	10	10	

C) Previous experience – Supply, delivery, installation, and repairs of high mast poles completed in the past 10 years *	Points	Maximum Points	Points Awarded (Office use only)
Three (3) projects completed successfully for municipal or government institution.	10	20	
Four (4) projects completed successfully for municipal or government institutions.	15		
Five (5) projects completed successfully for municipal or government institutions.	20		

D) Financial Resources – Letter of good standing to confirm financial assistance from approved Financial Institution.	Points	Maximum Points	Points Awarded (Office use only)
1 Letter of good standing from the bank	10	10	Office use only

Total Points	60	(Office use only)
Minimum Threshold	45	Office use only

Rand West City Local Municipality Reserves the right to appoint one or more service provider/s on this bid. (Only the top scoring on the PPPFA will be appointed)

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SCHEDULE OF PLANT AND EQUIPMENT

As part of Functionality Requirements, Tenderers must demonstrate their functionality ability to carry out this assignment successfully by completing the following table;

1. Plant and Equipment

No	Description	Number Required	Points to be allocated	Number Owned	Number to be Hired
1	LDV's	1	Hiring/Contracting 5 Points Owning 10 Points		
2	Crane truck	1	Hiring/Contracting 5 Points Owning 10 Points		

Name of Tenderer: _____ Date: _____

Signature: _____

Position: _____

Full name of signatory: _____

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY, INSTALL AND REPAIR 30M HIGH MAST POLES AS AND WHEN
REQUIRED FOR A 36 MONTH PERIOD**

**TENDER FOR THE APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS
RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

SCHEDULE OF PREVIOUS EXPERIENCE

Tenderers are required to Provide proof of previous experiences of similar projects completed by completing the following:

N o	Project Name	Value in Rands R'000	Date		Employer		
			Assigned	Completed	Name of employer	Contact Person Name	Tel. No
1.							
2.							
3.							
4							
5							

Only Certified copies of appointment letters and corresponding completion certificates will be accepted. (The projects listed in the table above may not differ from the submitted evaluation documentation) (TENDERERS ARE NOT TO REFER TO THEIR COMPANY PROFILE)

Name of Tenderer: _____ Date: _____

Signature: _____ Position: _____

Full name of signatory: _____

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**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY, INSTALL AND REPAIR 30M
HIGH MAST POLES AS AND WHEN REQUIRED FOR A 36 MONTH PERIOD**

TENDER FOR THE APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS

PRICING INSTRUCTIONS

1. The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
2. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.
3. Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the employer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.
4. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill and the specification, the specifications shall prevail.
5. Unless stated to the contrary, items are measured net in accordance with the specifications without any allowance having been made for waste.
6. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the supply and delivery of goods, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
7. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
8. The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidden rates shall apply should work under these items actually be required.
9. Should the Bidder group a number of items together and bid one sum for such group of items, the single bidden sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
10. The bidden rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

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11. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
12. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
 1. **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
 2. **Quantity:** The number of units of work for each item
 3. **Rate:** The payment per unit of work at which the Bidder bids to do the work
 4. **Amount:** The quantity of an item multiplied by the bid rate of the (same) item
 5. **Sum:** An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
 6. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

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

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TENDER: 30M HIGH MAST POLES

TENDER FOR THE APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS

BILL OF QUANTITIES			
Item	Description	Unit	Rate (Rand) per Mast One
<u>SUPPLY AND INSTALLATION OF NEW 30M HIGH MAST POLES</u>			
1	PRELIMINARY AND GENERAL		
1.1	Site Establishment	Per order	R
1.2	Data pack (Including as builds and data dossier)	Per order	R
1.3	Safety file	Per order	R
1.4	Appointment of 1 CLO per project. (3 or more high masts to be installed at the same time.)	Each	R
	Appointment of 2 x local laborers per high mast pole as per department of labor rates	Each	R
1.5	SUPPLY AND INSTALLATION OF COMPLETE HIGH MAST LIGHT.		
1.6	Supply and installation of complete 30M high mast complete with 9 x LED floodlight fittings including concrete plinth as per specification.	Each	R
1.7	Maximum allowance for one, three phase electrical connection from the nearest point of supply to each high mast pole. Including three phase consumption meter. (Connection details must be obtained from the Municipal project manager on site)	Each	R 50 000.00 (Average cost per connection)
1.8	Commissioning of the Unit	Each	R
1.9	Six-month Inspection as per agreed inspection and test plan	Per Inspection	R
1.10	Supply and deliver complete ready for use single drum OM winch including hydraulic power tool and accessories.	Each	R
1.11	Supply and deliver complete test lead with couplers	Each	R
1.12	Training of RWCLM personnel in safe high mast operation and maintenance (1-3 persons per day)	Per day	R
<u>TOTAL (SECTION 1)</u>			R

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2	<u>REPAIRS TO EXISTING MAST POLE</u>	Unit	Rate (Rand) per Mast <i>One</i>
Preliminary and General			
2.1	Site Establishment	Per order	R
2.2	Safety file	Per order	R
2.3	20 -Ton mobile crane for lowering and lifting of mast.	PER DAY	R
2.4	Remove high mast pole, including all securing nuts and disconnecting of supply cables.	EA	R
2.5	Re- alignment of steel hoist cables onto their pulleys and secure.	EA	R
2.6	Re install high mast pole, tighten all bolts, reconnect supply cables, test, and issue report with photos.	EA	R
2.7	Apply new grouting between the mast baseplate and the plinth.	EA	R
<u>TOTAL (SECTION 2)</u>			R
3	<u>SUPPLY AND REPLACE DAMAGED EQUIPMENT</u>	Unit	Rate (Rand) per Mast <i>One</i>
3.1	Supply and replace both steel hoist cables per pole.	EA	R
3.2	Supply and replace complete set of hoist pulleys per pole	EA	R
3.3	Supply and replace complete top arm with pulleys	EA	R
3.4	Supply and replace complete top ring including light brackets	EA	R
3.5	Supply and replace fibre glass canopy (hood)	EA	R
3.6	Supply and replace top lightning spike	EA	R
3.7	Supply and replace complete IP65 top splitter box.	EA	R
3.8	Supply and replace flexible multi core electrical cable.	35M	R
3.9	Supply and replace mast internal distribution box with photocell.	EA	R
3.10	Supply and replace 400W HPS floodlight fittings with 216W LED floodlight fittings	9 Fittings per pole	R
3.11	Supply and install nuts on the foundation bolts	EA	R

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3.12	Supply and replace high mast door	EA	R
<u>TOTAL (SECTION 3)</u>		R	
4	<u>MAINTENANCE</u>	Unit	Rate (Rand) per Mast <i>One</i>
4.1	Replace a single high mast light's igniter	EA	R
4.2	Replace a single high mast light's choke	EA	R
4.3	Replace a single high mast light's lamp	EA	R
4.4	Replace a single high mast light's photocell and holder	EA	R
4.5	Replace a single high mast light's luminaire	EA	R
4.6	Replace a single high mast light glass	EA	R
4.7	Cleaning single complete luminaire and accessories of a high mast light	EA	R
<u>TOTAL (SECTION 4)</u>			R
5	<u>SUPPLY OF 216-WATT OR SIMILAR LED TYPE FLOODLIGHT FITTINGS ONLY</u>	EA	R
5.1	Supply 216W or similar LED floodlight fittings	EA	R
<u>TOTAL (SECTION 5)</u>			R

C 2.3 SCHEDULE OF TARIFFS FOR UNFAVORABLE SOIL CONDITIONS. *

ITEM	DESCRIPTION	QTY	UNIT	TOTAL
6	Excavation and installation of foundations where:			
6.1	Extremely soft soil is encountered and additional material and excavation work is required.	1	Each	R
	Hard rock where additional equipment is required for the excavation of the foundation.	1	Each	R

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	• Soft rock where additional labor is required for the excavation of the foundation.	1	Each	R
<u>TOTAL SECTION 6</u>				R

Bidders must complete pricing, per section in full. Failure to do so will lead to disqualification from this bid.

Approved and or certified drawings of all work carried out, are to be handed in on completion of project.

The appointed service provider will be obliged to appoint a C.L.O. for the duration of each project requiring three or more high mast poles to be supplied and installed. Two local laborers per high mast pole must be appointed by the successful bidder, for the excavation of the high mast plinths. The rates will be as depicted by the department of labor for the Randfontein area. (The names for the above will be identified by the councilors.)

The tenderer will also be obliged to issue the local laborers with the necessary trenching equipment e.g. Picks, shovels, gloves, etc.

TOTAL SECTION 1: R _____

TOTAL SECTION 2: R _____

TOTAL SECTION 3: R _____

TOTAL SECTION 4: R _____

TOTAL SECTION 5: R _____

TOTAL SECTION 6: R _____

TOTAL AMOUNT: R _____

All prices must include V.A.T. (15%)

DATE : _____

NAME OF SERVICE PROVIDER : _____

SIGNATURE : _____

THE TOTAL PRICE MUST BE CARRIED OVER TO THE FIRST PAGE

Note: Any other items not listed here must be procured at market related prices based on three (3) quotations and/or cost plus 10%.

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TENDER FOR THE APPOINTMENT OF SERVICE PROVIDERS

SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 RWCLM'S - OBJECTIVES

It is the objective of the RWCLM to install 30 M high masts to enhance the quality of life of the members of the community residing in low-cost housing areas and settlement areas where the infrastructure development is in need of enhancement.

C3.1.2 SCOPE OF WORKS

This contract calls for the appointment of a suitable Service Provider/s for the complete design, supply, installation and commissioning of 30m High light masts for the Rand West City Local Municipality, on an as and when required basis for a 36-month period.

C3.2 MAINTENANCE ON HIGHMAST LIGHTS

7. Repair Work (Section 4.1):

7.1. The unit rate for the maintenance work on high masts includes the costs to remove and repair one or more of the following components:

7.1.1. Igniters, choke, holder, lamp, photocell, photocell holder and luminary.

7.2. The cost to lower and hoist the fittings must be included. The faulty items must be returned to the relevant depot and the cost must be included in the unit rate.

8. Cleaning:

The unit rate for the cleaning of luminaries includes the cost of cleaning the glass shield and the reflector. The cost to lower and hoist the fittings must be included in the unit rate.

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TENDER FOR THE APPOINTMENT OF SERVICE PROVIDERS

PROJECT SPECIFICATIONS

NORMATIVE REFERENCES

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

- SANS 10225 : The design and construction of lighting masts
- SANS 121 : Hot dip galvanized coatings on fabricated iron and steel articles
- SANS 10160 : The general procedures and loadings to be adopted in the design of buildings
- SANS 10162 : The structural use of steel: The limit states design of hot rolled steelwork
- SANS 10214 : The design, fabrication and inspection of articles for hot dip galvanizing
- SANS 1431 : Weld able structural steels
- SANS 1200 H: : Structural Steelwork
- SANS 1200 A : General
- SANS 1200 C : Site clearance
- SANS 1200 D : Earthworks
- SANS 1200 G : Concrete (structural)
- SANS 1200 H : Structural steelwork
- SANS 1200 HA : Structural steelwork (sundry items)
- SANS 1200 HC : Corrosion protection of structural steelwork
- AWS D1.1 : Structural welding code – steel
- SANS 10225 1991-1 : Welding Procedure Specification
- SANS 2001 – CS1 : Construction Works: Structural steel works
- NRS 025 : Photo Electric Control Units for lighting (PECU)
- SANS 141 : Glass reinforced polyester (GRP) laminates.
- SANS 529 : Heat resisting wire cables.
- SANS 1088 : Luminaire entries and spigots
- SANS 1091 : Natural color standards for paints
- SANS 60529 : Enclosure for electrical equipment. (Classified according to degree of protection that the enclosure provides)
- SANS 1250 : Capacitors for use with fluorescent and other discharge lamp ballasts
- ARP 035 : Guidelines for the installation and maintenance of street

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- SANS 60598-2-3 : lighting
Luminaires: Particular requirements for road and street lights luminaries
- SANS 1574 : Electric cables- flexible cords
- SANS 60927 : Starting devices (other than glow starters): Performance requirements
- SANS 61049 : Capacitors for use in tubular fluorescent and other discharge lamp circuits: Performance requirements
- SANS 60239 : Lamp holders and lamp holder adaptors (schedule No 9)
- SANS 62305-3 : Protection against lightning
- SANS 10199 : The design and installation of an earth electrode
- SANS 10100 : The structural use of concrete (Part 1 & 2)

C3.1.4 QUANTITIES

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

C3.1.5 EXTENT OF WORKS

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

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

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

C3.1.6 LOCATION OF THE WORKS

The works is located within the boundaries of the Rand West City Local Municipality. The extent of the works within each municipal region may vary and has not been quantified at the time of bid.

C3.2 ENGINEERING

C3.2.1 DESIGN

Works designed by, per design stage:

Concept, feasibility and overall process

Basic engineering and detail layouts to design stage

RWCLM

Service Provider

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Final design to be approved for construction stage	Service Provider
Temporary works	Service Provider
Preparation of as-built drawings	Service Provider

- (a) The RWCLM is not responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Service Provider is responsible for all surveys, design and drawings and details of the works.
- (c) The Service Provider is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (d) The Service Provider shall supply all details necessary in the compilation of the as-built drawings.
- (e) The Service Providers design engineer / technologist shall be registered with ECSA and shall sign (including ECSA number) all final design calculations, drawings and sketches to indicate approval thereof. The Service Provider shall not change the design engineer during the validity period of this contract without the prior written approval of the RWCLM.

C3.2.2 RWCLM 'S DESIGN

The RWCLM has provided the design conditions for the requirements and performance of the high masts. The Service Provider is responsible for the verification of all of this data for compliance to the required codes and specifications. Where discrepancies are found these shall be brought to the attention of the RWCLM for resolution.

C3.2.3 SERVICE PROVIDER'S DESIGN

GUIDANCE FOR DESIGN

C3.2.3.1 The Basis for Design

- The masts are intended to provide safe public lighting in communities or areas where conventional street lighting is not available.
- The codes and specifications listed in this document are an integral part of this specification. The bidder by submission of the bid confirms that they are familiar with the requirements of these codes and specifications.

C3.2.3.2 Design Data

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

- Terrain Category: 2
- Design wind speed: 144km/hr.
- Altitude: 1000m
- Soil bearing capacity: To be determined for each mast by the Service Provider
- 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*. Any deviations shall be subject to the prior written approval of the RWCLM.
- The masts shall be constructed from conical sections which, when assembled, will form a tapered column of *circular cross section*.

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- 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.
- *Proof must be supplied that the manufacturer is ISO 9001:2008 accredited.*
- The mast shall carry at its top 9 x 400W HPS Floodlights evenly around its circumference.

C3.2.3.3 Corrosion Protection

- All parts of the mast and raising and lowering device, not specified as manufactured from stainless steel, shall be hot dip galvanized in compliance with the requirements of SANS 121 (ISO 1461) 2000-1 and test certificates shall be provided if required.
- No welding, drilling, punching, bending or removal of burrs shall be carried out after galvanizing.

C3.2.3.4 Dimensions

- The masts offered shall give an overall floodlight mounting height of 30 m.
- The cross-section and wall thickness of the mast is determined on the basis of the working loads.

C3.2.3.5 Mast Access Opening

- An access door adequately protected against the weather shall be provided in the mast, with the bottom lintel 600mm above the base plate. The door shall be adequately protected against vandalism and effectively securing door with required special opening tool.

A doorframe shall reinforce the opening in the mast.

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.

C3.2.3.6 Mast Foundation

- Each mast shall be supplied with foundation bolts and templates. The bolts shall be hot dip galvanized over their entire length in compliance with SANS 121 (ISO 1461) 2000-1. Two galvanized nuts, two washers and one spring washer shall be supplied for each bolt. The number of foundation bolts shall be determined according to the design of 1.3 above. Calculations shall be submitted upon request.
- A foundation plan, adequately designed for the conditions as per 1.3 of this specification, and based on a soil bearing capacity of 150kPa, giving details of the reinforcing required shall be submitted. Soil pressure and overturning safety factor shall be stated.
- All reinforcing and foundation bolts shall have a minimum of 50-75mm concrete cover. The 28 days cube strength of the concrete shall be 25 MPa.
- All foundations shall have a circular flat base from which a square plinth shall rise to above the surrounding ground level.

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- One or two PVC, Class B cable sleeves shall be provided from the center of the top of the foundation plinth, through the concrete to a point below ground level on the side of the plinth.
- 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.

C.3.2.3.7. Geo Technical Survey

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

C.3.2.3.8 Cable Sleeve

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

C.3.2.3.9 Foundation Backfill

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

C.3.2.3.10 Bolting

C.3.2.3.10.1 General Bolting

All bolting shall be high tensile type conforming to grade 8.8. All bolting other than the foundation bolting shall be fitted with locking washers.

C.3.2.3.10.2 Foundation Bolting

The mast foundation bolting shall be designed in such a manner that a minimum reserve capacity of 20% exists in each bolt at the design condition. The foundation bolting shall be hot dip galvanized. Masts shall have not less than 6 foundation bolts of diameter M39 (minimum). Flat steel washers shall be installed for all foundation holding down bolting. Tightening of these bolts shall be by the "Turn of the nut method".

C.3.2.3.11 Base Plate Grouting

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

C3.2.3.12 Anti-Tamper Mechanisms

C.3.2.3.13 Foundation Bolt Locking Devices

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

C.3.2.3.14 UV Protected fiber glass canopy

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

C.3.2.3.15 Raising and Lowering Device

Each mast shall be equipped with a **three-point hoisting mechanism**, consisting of three 6mm diameter stainless steel wire ropes, running over three pairs of Aluminium pulleys on the head frame of the mast running on shafts manufactured from Stainless steel and the bearing/ housing ate manufactured from UV protected UHDPE. All split pins, bolts, nuts and washers shall be of stainless steel. Pulley shafts shall be positively prevented from rotating in their housings. **A Rope system 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.

C.3.2.3.16 Hoisting Unit

Provision shall be made at the base of the mast to accommodate a removable type, approved oil bath winch of the Dymot /OM type.

The winch shall be of lightweight construction and mounted on a suitable frame for easy transfer from one mast to another, thus not requiring a winch in each mast. It should also, be easily coupled, uncoupled and removable through the door opening provided at the base of the mast.

This shall be a **single drum worm gear type**, self-sustaining at al loads and operating speeds, without the use of brakes and clutches. It shall have a gear ration of at least 50:1 and be suitable for both hand and power operation. The winch shall run in a fully enclosed oil bath.

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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.

C.3.2.3.17 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.

C.3.2.3.18 Lightning Conductor

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

ELECTRICAL EQUIPMENT

C3.2.3.12 Photocell Control

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

C3.2.3.13 Distribution Board

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.

A fully enclosed IP30 distribution board shall be provided for mounting inside each mast, containing:

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- 1 – 3 pole isolator (main switch)
- 3 – Single pole MCB's (lights)
- 1 – Single phase switched socket outlet for the use of a power tool
- 1 – 5 pin CEE socket
- 1 – Adequately rated contactor
- 1 – Single pole MCB acting as by-pass switch
- 1 – Single pole MCB protecting the contactor
- 1 – Rated photocell

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

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

All circuit breakers and isolators shall have a rupturing capacity of 5 kA and shall bear the mark of the S.A.B.S. and shall be accessible through cut outs in the cover without having to remove the cover.

All equipment shall be clearly marked with engraved labels. No stick-on embossed tape shall be used.

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

The service provider shall be responsible to supply and install a three-phase electrical connection to each high light mast from the closest point of supply. (Provision for this has been made on the bill of quantities)

C.3.2.3.14 Metering

A three-phase kWh meter will be made available by RWCLM that will be installed by the Service Provider inside the distribution board to measure the overall consumption of each high light mast pole.

C.3.2.3.15 Earthing

The earthing shall comply with SANS 10199 and SANS 62305. A 16mm diameter stud shall be welded to the mast structure adjacent to the junction box. All incoming cables shall be earthed by this stud. The mast shall be earthed with a four-point earthing system consisting of 4 off copper earth pegs placed underneath the foundation. Each of the copper earth rods shall be not less than 16mm diameter and 1.6m long. The earth rods shall all be positively connected with a bare copper earth wire / strap of at least 70mm².

All earthing bars and straps shall be installed under the mast foundation.

C.3.2.3.16 Lightning Protection

Each mast shall be fitted with a lightning conductor. The lightning conductor shall be connected to the mast by means of a 10mm diameter bolt. The mast needs to be suitable to serve as a down conductor. Thus, continuity will be

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assured from the lightning conductor to the earthing system underneath the foundation.

C3.2.3.17 Electrical Compliance

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

C3.2.3.18 Electrical Interface

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

REQUIREMENTS OF FLOODLIGHTING LUMINAIRES

C3.2.3.19 Luminaire

GENERAL

The lamp compartment shall comply with the insulation requirements of IP 65. Each mast shall be supplied with 9 off 216-watt (or similar) LED luminaires. The luminaire shall be constructed from die cast Aluminium, be capable of providing asymmetrical light distribution.

The floodlight offered by the bidder shall be subject to the approval of the RWCLM.

The Service Provider shall guarantee that the luminaire shall when installed and focused as designed, meet the following performance levels based on a grid of 4 (9x216 W) masts at 250m centers:

- E (average) 3 lux
- E (minimum) 0.75 lux
- Uniformity (E av / E min) 0.18

The maximum vertical aiming angle shall not exceed 78°. Bidders shall provide an Isolux Diagram of the proposed luminaires indicating the Lux levels (illuminance levels) on a 10m grid and stipulating maintenance factors for both lamp and dirt depreciation.

The floodlight luminaires shall comply with SANS 60598 and be of the totally enclosed type and shall bear the SANS mark.

All floodlight luminaires shall be delivered completely assembled with control gear, lamp holder, reflector, photocell receptacle, and bowl. Lamps, Photoelectric control units are not required to be supplied.

IP RATING

- C3.2.3.20.1** The floodlight luminaires shall have a class protection rating of **IP65** on the lamp housing portion of the unit and **IP54** on the control gear portion.

- C3.2.3.20.2** The ratings shall be certified **only** by a SANS 60598-2-3 test report.

CONSTRUCTION OF FLOODLIGHTS LUMINAIRES

- C3.2.3.20.3** The housing, especially the lamp compartment, shall be robustly constructed, weatherproof, hail proof, insect proof, corrosion proof, ultra-violet light resistant and vandal resistant. Fixing devices, junctions, lips and the like shall be designed to shed water. Pockets and ledges in which condensation may accumulate shall be avoided.
- C3.2.3.20.4** The floodlight luminaires shall consist of a high or low pressure die cast Aluminium lamp housing with a separate but attached control gear compartment.
- C3.2.3.20.5** Ferrous components shall be hot dip galvanized and shall withstand the test specified for heavy duty application.
- C3.2.3.20.6** Small components (such as toggle clips, bolts, screws, nuts, washers) shall be manufactured of rust-free coated steel.
- C3.2.3.20.7** The lamp shall be replaceable from the side of the floodlight only.
- C3.2.3.20.8** Due attention shall be paid to the accessibility of parts and to other requirements necessary for efficient maintenance, lamp changing and cleaning.

MOUNTING

- C3.2.3.20.9** The stirrup shall be manufactured from hot dipped galvanized steel.
- C3.2.3.20.10** Holes shall be provided for mounting purposes.

FRONT GLASS

- C3.2.3.20.11** Front glass shall be resistant to heat and shall not discolor after prolonged exposure to the atmosphere or artificial light. Front glass manufactured from materials other than glass shall not be accepted.
- C3.2.3.20.12** Front glass shall be constructed in such a manner that warping cannot occur.
- C3.2.3.20.13** Front glass, when fitted, shall form a seal preventing the entry of moisture, dust and insects into the lamp housing. A one-piece gasket, shall be used for this purpose. The material of the gasket shall be silicon sponge material shall not deteriorate or suffer permanent deformation during the life of the floodlight luminaire. The gaskets shall not deteriorate due to light, heat or compression to which they will be exposed in practice. Further, gaskets shall be positively retained in their seating and shall not work loose during maintenance of the floodlight luminaire.

- C3.2.3.20.14** A minimum of four rust free coated steel clamps shall be used to secure the bowl to the housing. Wing nuts or screws will not be acceptable.

LAMP HOLDERS AND BRACKETS

- C3.2.3.20.15** The lamp holder shall be the standard type and the main lamp contact shall be spring-loaded to maintain efficient electrical contact with the lamp terminal without deterioration due to temperature, climatic conditions or vibration which might be encountered during normal service.
- C3.2.3.20.16** For additional insulation against ignitor spark-over a suitable fiber washer for E40 GES lamp holders shall be used.

Lamp holders shall be rated at the appropriate lamp ignition voltage.

Lamp holder brackets and lamp supports shall accept and retain lamps which are within the dimensional tolerances stated in the appropriate lamp standard and shall locate the light source in the correct relationship to the optical control devices of the luminaire. With luminaires for lamps of greater rating than 150W, the lamp holder shall be mounted firmly to an Aluminium bracket. Alternatively the lamp holder is to be mounted directly onto Aluminium bosses which protrude into the lamp housing from the gear compartment.

A lamp fully inserted into the lamp holder shall be rigidly held with its axis substantially coincident with that of the lamp holder under normal conditions of wind, vibration and mechanical shock.

When provision is made for alternative sizes of lamps or light center positions, the adjusting means shall be positive and be firmly retained in clearly identified positions.

It shall be possible to insert and withdraw the lamp without undue stress.

REFLECTORS

- C3.2.3.20.17** Reflectors system shall be of high grade 99,98% super pure deep anodized Aluminium.
- C3.2.3.20.18** Reflectors system shall consist of a back reflector and two side reflectors.
- C3.2.3.20.19** Reflectors system or any other light controlling component shall be such that they can only be fitted or replaced in the correct relationship to their light source.
- C3.2.3.20.20** Reflectors system shall not be deformed due to heat from the lamp. Reflectors shall be well secured into position to prevent it from deforming.
- C3.2.3.20.21** The floodlight luminaire shall be available in a symmetrical and asymmetrical narrow, medium, wide and extra wide beam distribution.

CONTROL GEAR

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- C3.2.3.20.22** Control gear shall be housed fully within the body of the luminaire and be suitable for operation with the specified rating of lamp.
- C3.2.3.20.23** The control gear compartment (containing the ballast, capacitor, ignition devices, and terminal connectors) shall be manufactured from high or low pressure die cast Aluminium for good heat dissipation. It shall consist of a lid and body that shall seal the control gear compartment to an IP54 ingress protection rating when closed. Lid shall be secured onto the fitting with at least two stainless steel screws or bolts. These screws or bolts shall be held captive once loosened.
- C3.2.3.20.24** Control gear shall be mounted on removable gear-tray for ease of maintenance and not on the access door.
- C3.2.3.20.25** The control gear compartment shall be so designed that there is sufficient space to permit repairs, replacement of components and reassembly without difficulty, without the removal of the floodlight luminaire from its mounting.

BALLASTS

- C3.2.3.20.26** Ballasts shall bear the SANS mark.
- C3.2.3.20.27** Ballasts shall be of the encapsulated or vacuum impregnated type. The process of vacuum impregnation shall be such that the interstices of the windings are completely filled with the impregnating material. Connections shall be brought out to a suitable brass screw terminal block mounted on the ballast housing. Terminal blocks with steel screws will not be acceptable.
- C3.2.3.20.28** Vacuum impregnated ballasts shall be constructed in such a manner that the laminations are engaged within a galvanized steel cover.

CAPACITORS

- C3.2.3.20.29** Capacitors shall bear the SANS mark.
- C3.2.3.20.30** All capacitors shall be fully encapsulated and filled with self-extinguishing resin.
- C3.2.3.20.31** Capacitors shall be connected on the primary side of the transformer type ballasts. Capacitors connected on the secondary side will not be acceptable.

IGNITION DEVICES

- C3.2.3.20.32** Ignitors shall bear the SANS mark.
- C3.2.3.20.33** Ignitors to be used with gas discharge lamps shall be of the superimposed solid state electronic trigger type. Triggering by means of bi-metal glow discharge switches or gas-filled spark gaps will not be acceptable.

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- C3.2.3.20.34** Ignitors shall be of the standard type to allow striking of the lamp without switching the power off after replacement of a faulty Ignitor.
- C3.2.3.20.35** Ignitors shall be suitable for operating any make of lamp in conjunction with and make of ballast at temperatures up to 90 °C. The ignitor shall be connected in series with the ballast and installed between the ballast and lamp holder. Systems which operate with the ignitor in parallel with the lamp or with special tapped ballasts will not be acceptable.
- C3.2.3.20.36** All ignitors shall be suitable for connection in the circuit so that the ignition pulse is confined between the ignitor and lamp holder.

ELECTRICAL CONNECTORS

- C3.2.3.20.37** The luminaire shall incorporate a terminal block mounted in a reasonably access
accessible position as close to the point of entry as is possible. The materials of the terminal block shall be non-tracking and the terminals shall be of the non-corroding type such as brass. Aluminium terminals will not be acceptable.

EARTHING

- C3.2.3.20.38** The luminaire shall be earthed in accordance with the Electrical Machinery Regulations of the Occupational Health and Safety Act.
- C3.2.3.20.39** Metal parts of luminaires which may become alive in the event of an insulation fault and which are not accessible when the luminaire is mounted but liable to come into contact with the supporting surface shall be permanently and reliably connected to an earthing terminal.
- C3.2.3.20.40** Protection against electric shock shall be maintained for all methods and position of installation in normal use. Protection shall also be maintained after removal of all parts which can be removed by hand.
- C3.2.3.20.41** All parts of an earth terminal shall be made of brass or other corrosion resistant metal and the contact surfaces shall be bare metal and not painted or varnished surfaces.
- C3.2.3.20.42** All earth connections shall be effected by means of suitable lugs appropriately made to avoid all possibility of electrolytic corrosion.
- C3.2.3.20.43** An earth connection shall be provided in all instances, even if the luminaire is fully insulated and even if all conductive parts, which could become alive in the event of an insulation fault, are not accessible. This is to facilitate future wiring should the luminaire be replaced by a unit which requires an earth connection.

WIRING

- C3.2.3.20.44** The internal wiring of the luminaires shall be flexible and suitably insulated to withstand the voltage and the temperature encountered in service. Wiring colors shall be: live-brown (or red), neutral-blue (or black) and earth-green/yellow.
- C3.2.3.20.45** The screw, of Edison screw type lamp holders, shall be connected to the neutral of the incoming supply and the internal wiring of the luminaires shall be arranged accordingly. Wiring to the lamp holder compartment shall be suitably grommet to prevent the ingress of insects into the lamp compartment. The control gear shall be connected to the mains wiring by means of a plug-in type connector.
- C3.2.3.20.46** Photocell receptacles shall be wired into the luminaire circuit with the ballast and lamp holder being connected to the switched leg of the photocell circuit.
- C3.2.3.20.47** Capacitors shall be connected on the primary side of transformer ballasts. Capacitors connected on the secondary side will not be acceptable.

C3.2.4 DRAWINGS

The Service Provider shall prepare detailed manufacturing drawings for each of the mast types. These drawings shall include detail of the materials and welding preparations as well as the requirements for inspection and testing during manufacture. The type and extent of non-destructive testing of the welds shall be included in the drawings. All weld sizes shall be indicated on the drawings.

These drawings shall be submitted for review by the client prior to commencement of any manufacturing, construction or erection activities.

The Service Provider shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Service Provider in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Service Provider shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Service Provider. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Service Provider, required by the Engineer and/or the Engineer's Representative to complete the as built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

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The bidder shall issue a detailed General Arrangement drawing showing each of the masts, foundations, and luminaire with the bid. These drawings shall contain sufficient information and detail to demonstrate compliance to this specification. The bidder may issue more than one drawing of each mast type with the bid. The bid drawings and calculations shall be signed by the bidders proposed design engineer.

C3.2.5 DESIGN PROCEDURES

C3.2.5.1 Existing Services and Excavation

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

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

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

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

- Damage due to unauthorized excavation
- Damage due to unauthorized blasting activities

C3.2.5.2 Review of Drawings and Documentation

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

C3.2.5.3 Design Freeze

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

C3.2.5.4 Design Change

The Service Provider shall not change or modify the design or drawings or documentation after it has been approved by the RWCLM without prior written consultation with the RWCLM. The RWCLM is not obligated to

approve or accept any changes proposed by the Service Provider after the design freeze stage of the project.

C3.2.5.5 Record Keeping and Document Tracking

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

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

There are no prescribed additional requirements for preferential procurement on this bid. The points system as outlined elsewhere in this document will be applied.

C3.3.2 SUBCONTRACTING

N/A

C3.4 CONSTRUCTION

C3.4.1 Project Program

The bidder shall supply a typical program for the manufacture of each mast type. The bidder shall in addition supply a typical program for the construction of the foundations and the erection and commissioning of each mast type. This information shall be supplied at the time of bid.

When a task order is issued by RWCLM for the supply of high mast lighting, the Service Provider shall within 3 working days provide a detailed manufacturing, construction, erection and commissioning program for the work. Key dates and milestones shall be indicated on the program.

C3.4.2 Qualification of Personnel

The Service Provider shall only use suitably trained and qualified personnel on this work. All welders, welding operators and welding procedures shall be qualified to the requirements of AWS D1.1 Code for Structural Steel. The Service Provider shall use a qualified welding inspector (SAQCC level 1 or better) to carry out the welding inspection during manufacture. All non-destructive testing personnel shall be qualified to the requirements of SNT TC 1 a Level 2 or better. The Service Provider may propose personnel with equivalent or better qualifications and certifications for inspection or NDT work.

The design engineers used by the Service Provider shall be appropriately qualified and experienced. The design engineer / technologist and the supervising engineer / technologist shall hold current professional registration with ECSA.

C3.4.3 Erection of the Masts

The masts shall be erected in accordance with the approved erection procedure. The mast shall comply with the requirements of SANS 10225. The level of the base plate at each foundation bolt shall be recorded.

C3.4.4 Commissioning of the Mast and Hand Over

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

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

C3.4.5 Special Tools

The Service Provider shall supply one complete set of tools for each mast.

C3.4.6 Manufacturer's Warranty

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

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

C3.4.7 Warranty Inspection

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

Supply, Install and Repair 30m High Mast Poles

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

C3.5 TRAINING

The Service Provider shall provide for training of members of the RWCLM in the safe operation, servicing and maintenance of the masts. The duration and nature and location of the training proposed shall be specified in an attachment to the last page of this document. All RWCLM members that attend the training shall be issued with a certificate of attendance. The Service Provider shall maintain a record of all persons trained. This record shall be supplied to the RWCLM on completion of the contract. (Maximum of 4 staff members)

C3.6 MAST IDENTIFICATION

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

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

C3.7 DOCUMENTATION

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

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

C3.8 HEALTH AND SAFETY

This contract is subject to the requirements of the Occupational Health and Safety Act of 1993.

The successful bidder (Service Provider) shall comply with the requirements of the Occupational Health and Safety ACT Regulations at all times. The Service Provider

shall compile and submit a health and safety plan for all site activities. The Service Provider shall prepare and submit all relevant documentation including a Method Statement detailing the manufacturing and construction processes to be followed. This plan shall be sufficiently detailed to enable the RWCLM to establish intervention points if so desired.

The Service Provider shall register with the RWCLM's Health and Safety Department within 7 working days of award of the bid. The Service Provider shall submit all relevant Health and Safety documentation within 7 working days of award of the bid.

The Service Provider shall at all times comply with the regulations stated in this Act. The Service Provider shall complete and sign the Health and Safety Agreement with the RWCLM prior to commencement of any work.

C3.8.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

The Service Provider shall prepare and submit the following documents:

- A Health and Safety Plan for all site related activities.
- A manufacturing, construction, erection and commissioning method statement.
- The details of the Contractors Safety Officer appointment and acceptance certificate shall be submitted to the Engineer.

(a) Construction Regulations, 2003

The Service Provider shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the RWCLMs' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which are bound in the Contract document/will be issued separately by the RWCLM.

The Service Provider shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the RWCLM.

The Service Provider shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

The Bidder shall include all costs to cover the cost for compliance with the OHS Act and the abovementioned regulations in the Bid .

C3.8.2 PROTECTION OF THE PUBLIC

Supply, Install and Repair 30m High Mast Poles

The Service Provider shall at all times take reasonable precautions to protect the public and public property during the construction and commissioning activities. The requirements of the Construction Regulations shall be strictly applied.

C3.8.3 BARRICADES AND LIGHTING

The Service Provider shall at all times ensure that the construction works are barricaded or otherwise protected to ensure the safety of the public.

C3.8.4 TRAFFIC CONTROL ON ROADS

In the event that the construction activities interfere with the normal flow of traffic, the Service Provider shall advise the Road Traffic Inspectorate. Suitable cone barricading shall be provided by the Service Provider as well as other measures prescribed by the RTI.

GENERAL

Quantities will be as indicated in the BoQ and are only for evaluation purposes. All quantities will be altered according to work and project required. The work will be identified by the Electrical Manager and will be carried out in accordance in the Westonaria and Randfontein areas of supply.

Supply, Install and Repair 30m High Mast Poles

RAND WEST CITY LOCAL MUNICIPALITY

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY, INSTALL AND REPAIR
30M HIGH MAST POLES AS AND WHEN REQUIRED FOR A 36 MONTH PERIOD**

The Contract

Part C 6.1	Site Information
-------------------	-------------------------

The project is located in the jurisdiction of Rand West City Local Municipality, in all areas of Randfontein and Westonaria.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- | | | | |
|---|--|--|--------------------------|
| - | Required by: |  | ..... |
| - | At: |  | ..... |
| | | | |
| - | Brand and Model |  | ..... |
| - | Country of Origin |  | ..... |
| - | Does the offer comply with the specification(s)? | | *YES/NO |
| - | If not to specification, indicate deviation(s) |  | ..... |
| - | Period required for delivery |  | ..... |
| | | | *Delivery: Firm/Not firm |
| - | Delivery basis |  | ..... |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

- 3.9 Have you been in the service of the state for the past twelve months?YES / NO
- 3.9.1 If yes, furnish particulars.....
.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
- 3.10.1 If yes, furnish particulars.
.....
.....
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO
- 3.11.1 If yes, furnish particulars
.....
.....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO
- 3.12.1 If yes, furnish particulars.
.....
.....
- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO
- 3.13.1 If yes, furnish particulars.
.....
.....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / NO
- 3.14.1 If yes, furnish particulars:
.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

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

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

***YES/NO**

.....

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

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

2.2 If yes, provide particulars.

.....

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

* Delete if not applicable

***YES / NO**

3.1 If yes, furnish particulars

.....

***YES / NO**

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

***YES / NO**

4.1 If yes, furnish particulars

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% black ownership	5	10		
At least 51% Women ownership	5	10		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	
	
	

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and 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 the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6. A bid may be disqualified if –

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

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

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

(b) I have satisfied myself that

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)