



**MAQUASSI HILLS LOCAL MUNICIPALITY**

**CONTRACT NO: MHLM/MIG/07/2025/2026**

**ADVERTISEMENT FOR INSTALLATION OF 26 HIGH MAST LIGHTS**

**TENDER DOCUMENT**

**CLOSING DATE: 23 DECEMBER 2025**

**12H00 CIDB GRADING: 4EP or HIGHER**

**Issued by:**

MAQUASSI HILLS LOCAL MUNICIPALITY  
Private Bag X3  
Wolmaransstad  
2630  
Tel: 018 596 1068/018 596 1325  
Fax: 018 596 1555

**Consultant**

**SAMUKELO MADLALA** (PR TECH ENG)  
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**FULL NAME OF BIDDER**

(BIDDING ENTITY (i.e. CC, PTY, LTD, JV, etc.))

**THE OFFERED TOTAL OF THE PRICES**

(Including Value Added Tax)

**THE OFFERED TOTAL OF THE PRICES**

(Above amount in words)

**CIDB GRADING LEVEL:**

**CIDB CRS NUMBER (S):**

**JV GRADING LEVEL:**



## INSTALLATION OF 26 HIGH MAST LIGHTS

## PROJECT NAME: INSTALLATION OF 26 HIGH MAST LIGHTS

## CONTRACT NO: MHLM/MIG/07/2025/2026

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INSTALLATION OF 26 HIGH MAST LIGHTS

PART T1: BIDDING PROCEDURES

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## INSTALLATION OF 26 HIGH MAST LIGHTS

## T1.1: BID NOTICE AND INVITATION TO BID

## BID NUMBER: MHLM/MIG/07/2025/2026

Bids are hereby invited for the **INSTALLATION OF 26 HIGH MAST LIGHTS**

Bid documents are available from the office of the Supply Chain Management, Maquassi Hills Local

Municipality. It is estimated that tenderers should have a CIDB contractor grading of **4EP or HIGHER**.

Only bidders who comply with the following requirements are eligible to submit bids:

- Register with CIDB and having a grading of **4EP or HIGHER**
- Bids will be evaluated on the 80/20 points system
- Bids will be evaluated on the functionality with a minimum qualifying score of 70 points.
- Prospective Service Provider must be registered on the Central Supplier Database (Attach proof).
- Joint Venture and Sub - Contractors must also be registered on the Central Supplier database (where applicable)
- Returnable documents to be attached as outlined in the Tender document, Failure to attach will lead to the bid to be unsuccessful.
- There will be No compulsory site briefing meeting for tender advertised, however liaise with end user department for enquiries.
- construction period is **12 months**

|                          | TARGETED GOALS:    | POINTS     |
|--------------------------|--------------------|------------|
| Points for functionality | COMPANY EXPERIENCE | 60         |
|                          | KEY PERSONNEL      | 20         |
|                          | PLANT SCHEDULE     | 10         |
|                          | FINANCIAL CAPACITY | 10         |
|                          | <b>TOTAL</b>       | <b>100</b> |

The maximum points for this tender are allocated as follows:

|  | POINTS     |
|--|------------|
| <b>PRICE</b>                                     | 80         |
| <b>SPECIFIC GOALS</b>                            | 20         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |



## INSTALLATION OF 26 HIGH MAST LIGHTS

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Means of Verification  | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|--|---|
| • Locality (within Maquassi Hills Local Municipal)          | 5   | Statement of Municipal Rates and Taxes of not more than Three Months |   |
| • Women   | 5   | Identification Document  |   |
| • People with Disability                                    | 5   | Medical Report confirming disability                                 |   |
| • Youth (18 to 35 Years of age)                             | 5   | Identification Document  |   |

Only bidders who can demonstrate that they will have in their employ staff which satisfies EPWP requirements during the contract validity are eligible to submit bids.

Bid documents can be obtainable as from **07 November 2025** on the **Etender Website** for free or be purchased at a non-refundable amount of **R 1000 at the Maquassi Hills Local Municipality** only cash or bank EFT made out to Maquassi Hills Local Municipality will be acceptable.

All bids will remain valid for a period of **Sixty days** after the time and date of opening. Late submissions, telegraphic, telegraphic or e-mail transmission bid will not be accepted.

**Maquassi Hills Local Municipality does** not bind itself to accept the lowest or any bid and reserves the right to accept a bid as a whole or in part.

For supply chain management-related enquiries, contact **Mrs Ronah Kgohe** on **018 596 3025** from the procurement office of Maquassi Hills Local Municipality.

Technical-related enquiries can be directed to **Mr Kgotsa Dimo** from the technical services office on **018 596 3025**

### Municipal Manager

Mrs. Nokuthula Mbonani

07 November 2025



## INSTALLATION OF 26 HIGH MAST LIGHTS

**T1.2: BID DATA**

The Conditions of bid in the Standard Conditions of bid as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* contains references to the bid Data for details that apply specifically to this bid.

The BID Data shall be read with the Standard Conditions of bid in order to expand on the Bidder's obligations and the Employer's undertakings in administering the bid process in respect of the project under consideration.

The BID Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of bid.

Each item of bid Data given below is cross-referenced to the relevant clause in the standard Conditions of BID.

| Clause Number | Tender Data  |
|---------------|--|
| 3.1           | <p>The Employer is:</p> <p>MAQUASSI HILLS LOCAL MUNICIPALITY<br/>Private Bag X3<br/>Wolmaransstad<br/>2630<br/>Tel: 018 596 1068/018 596 1325<br/>Fax: 018 596 1555</p>  |
| 3.2           | <p>The tender documents issued by the Employer comprise:</p> <p><b>THE TENDER</b></p> <p><b>Part T1      Tendering procedures</b></p> <p>T1.1          Tender Notice and Invitation to Tender<br/>T1.2          Tender Data</p> <p><b>Part T2      Returnable documents</b></p> <p>T2.1          List of returnable documents<br/>T2.2          Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1      Agreements and Contract Data</b></p> <p>C1.1          Form of Offer and Acceptance<br/>C1.2          Contract Data<br/>C1.3          Form of Guarantee<br/>C1.4          CIDB Adjudicator's appointment</p> |



## INSTALLATION OF 26 HIGH MAST LIGHTS

| Clause Number | Tender Data   |
|---------------|---|
|               | <p><b>Part C2 Pricing Data</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p><b>Part C3 Scope of Work</b></p> <p>C3.1 Project Scope of Work</p> <p><b>Part C4 Site Information</b></p> <p>C4.1 Extract from Transport Infrastructure Act 2001 (Act No 8 of 2001)</p> <p>C4.2 Locality Plan</p>   |
| 3.4           | <p>The Employer is:</p> <p>Contact person:</p> <p>Name:</p> <p>Address:</p> <p>Tel:</p> <p>Email:</p>   |
| 3.4           | The language for communication is: <b>English</b>   |
| 4.1.1         | <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>Only those tenderers who score the minimum score in respect of the quality criteria stated in 5.11.9 of this Tender Data shall be considered responsive and have their tenders evaluated further.</p> <p>a) CIDB registration</p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>(i) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a (insert correct grading) class of construction work; and</p> <p>(ii) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of (a) above and who satisfy the following criteria:</p> <p>(1) the Employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB <i>Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and</p> |



## INSTALLATION OF 26 HIGH MAST LIGHTS

| Clause Number | Tender Data  |
|---------------|--|
| 4.1.1         | <p>(2) The Employer agrees to provide the financial, management or other support that is considered appropriate to enable the Contractor to successfully execute that Contract.</p> <p>Joint ventures are eligible to submit Tenders provided that:</p> <ol style="list-style-type: none"> <li>(1) every member of the joint venture is registered with the CIDB;</li> <li>(2) the lead partner has a contractor grading designation in the <b>4 EP</b> class of construction work; and</li> <li>(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4EP or HIGHER</b> class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> <p>b) National Treasury Central Supplier Database</p> <p>Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.</p> <p>c) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works.</p> <p>Individuals must be identified and their names listed in Form D3 for each of the key personnel listed below.</p> <p>Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall, within a period of 14 working days, replace the key personnel listed in Form D3 with personnel with equivalent competencies, subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p><b>Tenderers who can demonstrate that they will have in their employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.</b></p> <p>d) financial viability</p> <p>Tenderers who are under business rescue or liquidation.</p> |
| 4.1.2         | <p>It is an absolute requirement that the taxes of the successful tenderer <u>must</u> be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.</p>   |
| 4.1.2         | <p>If the Tax Clearance Certificate is found to be incorrect, Maquassi Hills Local Municipality may, in addition to any other remedy it may have: -</p> <p>Recover from the Contractor all costs, losses or damages incurred or sustained by the State as a result of the award of the contract; and/or</p> <p>Cancel the contract and claim any damages which the State may suffer by having to make less</p>   |





## INSTALLATION OF 26 HIGH MAST LIGHTS

| Clause Number | Tender Data  |
|---------------|--|
|               | <p>favourable arrangements after such cancellation; and/or</p> <p>Each party to a Consortium / Joint Venture / Sub-Contractors must attach their Proof of SARS TCP PIN Certificate from the Receiver of Revenue.</p>   |
| 4.5.2         | <p>Tenderers are hereby earnestly warned that, in terms of section 23(1) of the Roads Ordinance of Transvaal (Ordinance No. 22 of 1957, as amended), it is absolutely essential that the owners of property be advised accordingly.</p> <p>Unless the provisions of this section are strictly adhered to, the acquisition of material may be illegal and could result in a claim by the owner, inter alia that the property be restored to its original condition by the Contractor.</p>   |
| 4.5.3         | Where reference is made to the standard specifications in the contract documents, it shall mean the COLTO Standard Specifications for Road and Bridge Works (1998).  |
| 4.6           | Failure to apply instructions contained in the addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.   |
| 4.7           | No compulsory briefing session will be held.   |
| 4.8           | Request clarifications at least 14 working days before the closing date <b>23 December 2025</b>  |
| 4.10          | Tenderers are required to state the rates and currencies in Rand.  |
| 4.11.2        | <p><u>Tenders submitted in accordance with these tender documents shall not have any qualifications.</u> Any point of difficulty of interpretation shall be cleared with the Employer's Agent as early as possible before submission of a tender. Should any query be found to be of significance, all tenderers will be informed accordingly by the Employer's Agent as early as possible.</p> <p><u>Tenders shall not be qualified by the conditions of tender of the tenderer himself.</u> Failure to comply with this requirement may cause the tender to become invalid.</p> <p>Should the tenderer, notwithstanding the above, wish to make any amendment or qualification of the tender documents, such amendment or qualification shall be set out explicitly in full details on Form A4. Any qualification or amendment not set out on the prescribed form will not have any force and effect despite the fact that it may be contained elsewhere in the tender documents or in the covering letter to the tender. Any qualification or amendment appearing in or to be inferred from a program and submitted with any tender will not have any force and effect unless set out in writing in accordance with the above requirements.</p> |
| 4.12          | <p>If a tenderer wishes to submit an alternative tender offer, the tenderer shall in addition to the conforming Tender submit a separate complete set of Tender Documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified Tender. The only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate if the efficacy of the alternative complies with the Employer's standards and requirements and its principal elements, to take a view on the degree to which the alternative and to</p>   |



## INSTALLATION OF 26 HIGH MAST LIGHTS

| Clause Number | Tender Data  |
|---------------|--|
|               | <p>evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the Contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> |
| 4.13          | Parts of each tender offer communicated on paper shall be submitted as an original, plus NIL copies.   |



## INSTALLATION OF 26 HIGH MAST LIGHTS

| Clause Number | Tender Data  |
|---------------|--|
| 4.13.4        | <p>The tenderer is required to submit the following:</p> <p>The tenderer is required to submit the following with his tender</p> <ol style="list-style-type: none"> <li>(1) An SARS TCP PIN issued by the South African Revenue Services; and</li> <li>(2) Proof of Contractor Registration drawn from the Construction Industry Development Board website should be attached to Returnable Schedule Form A12; <b>(certified)</b></li> <li>(3) Evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COIDA). The tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at a time during the 36 months preceding the date of this Tender; <b>(certified)</b></li> <li>(4) Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture; <b>(certified)</b></li> <li>(5) A tender submitted jointly by two companies shall be accompanied by a copy of the document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and the persons who will represent it, how their assets will be legally obligated, and any further information that will explain the functions of the joint venture.</li> <li>(6) Attach municipal account(s) as per the Company Registration Certificate (CIPC)<br/><b>(proof Residence will not be accepted).</b></li> </ol> <p>In case where a bidder is leasing a property, lease agreement as per Company Registration Certificate (CIPC) will be accepted.</p> <p>Bidders that are residing in Traditional lands must attach a recent letter from the Tribal Authority clearly stating that the bidder does not pay rates and taxes as it appears on the Company Registration Certificate (CIPC).</p> <p>Proof of payment of municipal account of not more than 30 days old as per Company Registration Certificate</p> <p>The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges.</p> <p><b>However, the following conditions will take precedence</b></p> |



## INSTALLATION OF 26 HIGH MAST LIGHTS

|              |   |
|--------------|---|
|              | <ul style="list-style-type: none"> <li>- According to page 24 of the Supply Chain Management Policy of the Maquassi Hills Local Municipality</li> <li>- The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:</li> <li>- <b>failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges as are in arrears for more than three months. However, in the case where the bidder is in arrears for more than 90 days the Municipal Manager will issue a letter to the responsive bidder to settle the rates, taxes and charges that are more than 90 days in arrears within 7 days, except for the local contractors which the following conditions may apply:</b></li> <li>- <b>may be required to enter into agreement of which the arrear amount can be deducted from their proceeds.</b></li> <li>- <b>Where the amount owed is more than the award for quotation, the debt agreement will be entered into of which 20% will be deducted from the proceeds and an arrangement will be done for settling the balance.</b></li> </ul> <p>(7) Copies of Identity document of Partners or Directors <b>(certified)</b></p> <p>(8) Proof of registration with Central Supplier Database (CSD)</p> <p>(9) Company Registration Certificate CIPC certificate <b>(Certified)</b></p> <p>(10) Audited Annual Financial Statements for three (3) years (22/23, 23/24 and 24/25)</p> <p>Failure to comply with the Bid Conditions or to supply the necessary information at Bid closure <b>WILL</b> result in the Bid being rejected. Non submission of any of the forms listed above will result in the Bid being rejected as non-responsive.</p> |
| 4.13.5       | <b>Submit only the signed "Original" Tender offer.</b>  |
| 4.13.6       | Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorized representative's name, the tenderer's postal address and contact telephone numbers. Telephonic, facsimile or emailed tender offers will <b>not</b> be accepted.   |
| 4.13.7       | The <b>Maquassi Hills Local Municipality</b> is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.  |
| 4.13<br>4.15 | <p>The Employer's address for the delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: <b>Municipal Offices</b><br/> Physical address: Maquassi Hills Local<br/> Municipality<br/> Private bag x3<br/> 2630</p> <p>Identification details: Place the signed original tender offer in a package marked Contract No <b>CONTRACT NO: MHLM/MIG/07/2025/2026 for the INSTALLATION OF 26 HIGH MAST LIGHTS</b><br/> Tenders must be submitted during office hours (07:30 to 16:30 hrs), Monday to Friday at the Employer's address.</p>   |



## INSTALLATION OF 26 HIGH MAST LIGHTS

|        |  |
|--------|--|
| 4.15   | The closing time for submission of tender offers is <b>12:00 PM</b> on the <b>23 December 2025</b>                                   |
| 4.16.1 | The tender offer validity period is <b>60 days</b> calculated from the tender closure date.  |
| 4.16.2 | Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: |

| Clause Number | Tender Data   |
|---------------|---|
|               | <p>(a) withdraws his tender;</p> <p>(b) gives notice of his inability to execute the contract in terms of his tender; or</p> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p> |
| 4.18          | <p>Any additional information requested under this clause must be provided within 5 working days of the date of request.</p> <p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the Works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>   |
| 4.19          | No access for tests and inspections are required during the tendering period.   |
| 4.20          | The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement.   |
|               | <p><b>The Employer's right to accept or reject any bid offer.</b></p> <p>The Employer is not obliged to accept the lowest or any bid offer.</p>   |
| 5.1           | The Employer shall respond to clarifications received up to 7 working days before the tender closing time.  |
| 5.2           | Tenders will not be opened after the closing time for tenders.  |
|               | <p>Location: Maquassi Hills Local Municipality<br/>Private bag x3<br/>2630</p>  |
| 5.3           | The two-envelope system will <b>not</b> be followed for this Tender.  |
| 5.4           | In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury.  |
| 5.5           | <b>POINTS AWARDED FOR SPECIFIC GOALS (MBD 6.1)</b>  |



INSTALLATION OF 26 HIGH MAST LIGHTS

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| Clause Number | Tender Data |
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# INSTALLATION OF 26 HIGH MAST LIGHTS

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|-----|--|
| 5.6 | <p><b>1. EVALUATION OF TENDER OFFERS</b></p> <p><b>Evaluation of bid Offers</b></p> <p>Bidders will be evaluated on quality, price and preference. It is important that the relevant information is included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original Bid document will render the Bid non-responsive. Failure to comply with the above requirements will result in the Bid being disqualified. The Bid evaluation will be conducted as follows:</p> <p><b>(a) First</b></p> <p>Bid documents that have been disassembled and copies of the Bid documents will be disqualified outright.</p> <p><b>(b) Second</b></p> <p>Bidders will be checked for compliance with Bid Conditions and administrative responsiveness. Non-compliance with any of the requirements will render the Bid non- responsive and it will not be carried forward to the next stage.</p> <p><b>(c) Third</b></p> <p>The Bidder's experience, staffing and methodology will be evaluated. Each Bid will be assessed and awarded points for Functionality. <b>Failure to achieve 70 points out of the 100 for Functionality will render the Bid non-responsive.</b></p> <p>Only Bidders that score the specified minimum number of points for Functionality will be deemed to be acceptable and carried forward to the next stage. The rest will be disqualified. The points for functionality will not be carried forward to the remainder of the evaluation. (Refer to 2(b) below)</p> <p><b>(d) Fourth</b></p> <p>Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.</p> <p><b>(e) Final</b></p> <p>The Bid will be awarded to the short listed Bidder who has scored the highest points for price and Specific goals, unless there are justifiable, objective reasons to award the Bid to another Bidder. However, the Employer retains the right not to accept any or the lowest Bid. Refer to (2e) below)</p> <p><b>2. EVALUATION PROCESS AND CRITERIA</b></p> <p>The following evaluation process and criteria will be used to evaluate all bids submitted:</p> |
|-----|--|

|               |             |
|---------------|-------------|
| Clause Number | Tender Data |
|---------------|-------------|



## INSTALLATION OF 26 HIGH MAST LIGHTS

**2.1 Administrative Compliance – Phase One**

All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

**Critical Criteria:**

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

**Administrative compliance**

- a) Proof purchase of Tender Document (If purchased a Hard copy at MHLM)
- b) Provide Central Supplier Database (CSD) number
- c) Proof of SARS TCP PIN.
- d) Valid Documents for scoring of specific goals
- e) All Pages of the Bid document must be initialed.
- f) Attach CK (Company registration certificate) **(certified)**
- g) Form A – Certificate of attendance at site inspection, to be signed in the Bid document or Signature onsite inspection attendance register.
- h) Form B – Certificate of Authority for Signature. For JV's a JV Agreement shall be provided (if applicable)
- i) Signed J/V agreement must be attached (Where applicable)
- j) **COMPLETED AND SIGNED MBD FORMS**
  - Completed and signed **MBD1**
  - Completed and signed **MBD3.1**
  - Completed and signed **MBD3.2**
  - Completed and signed declaration of interest **(MBD4)**
  - Complete and signed **(MBD 5)**
  - Completed and signed **(MBD 6.1)**
  - Completed and signed declaration on past SCM practices form **(MBD8)**
  - Completed And Signed **MBD9**
- k) Compulsory enterprise questionnaire completed.
- l) Submit three years audited / reviewed Annual financial statements (AFS) – (only where the tender amount exceeds R10Mil- including VAT)
- m) Proof of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached for both company and Director as per CIPC.
- n) Form F – Record of addenda to Bid documents.
- o) Form I – Certificate of non- collusive Bid
- p) Form J – Compliance with Occupational Health and Safety Act (Letter of good standing COIDA) **(certified)**
- q) Three (3) Years Audited Annual Financial Statements (22/23, 23/24 and 24/25)





## INSTALLATION OF 26 HIGH MAST LIGHTS

| Clause Number   | Tender Data   |                          |                         |               |                                 |  |          |                              |    |                  |    |                   |    |
|---|---|--------------------------|-------------------------|---------------|---------------------------------|--|----------|------------------------------|----|------------------|----|-------------------|----|
|   | <p>q) Letter of intent of contract performance guarantee</p> <p>r) Form L – Compulsory enterprise questionnaire.</p> <p>s) Form Q – Declaration of good standing regarding tax</p> <p>t) Form N – Financial details, statements and bank references.</p> <p>u) Form U– Declaration of bidder’s past supply chain management practices.</p> <p>v) Form R – Declaration of interest</p> <p>w) Form W – Construction industries development board registration. (Proof of registration with CIDB attached and relevant grading to be attached) <b>(certified)</b></p> <p>x) Form C1.1 – Form of Offer and Acceptance (Other documents that may be used)</p> <p>y) Contract Data Section 2: Data provided by the contractor</p> <p>Failure to comply with the Bid Conditions or to supply the necessary information at Bid closure <b>WILL</b> result in the Bid being rejected. Non submission of any of the forms listed above will result in the Bid being rejected as non-responsive.</p> |                          |                         |               |                                 |  |          |                              |    |                  |    |                   |    |
| <b>2.2 Functionality – Phase Two (100 points allocation)</b>  |   |                          |                         |               |                                 |  |          |                              |    |                  |    |                   |    |
| <p>The bidders who complied administratively are considered for further evaluation on ability to execute the project.</p> <p>The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.</p> <p><b>(a) Second Stage in Evaluation: Quality or Functionality: Points System</b></p> <p>It is important that the Bidder provides information as requested as this information will be used for</p> <table><tr><td></td><td><b>TARGETED GOALS:</b></td><td><b>POINTS</b></td></tr><tr><td rowspan="4"><b>Points for functionality</b></td><td>Company’s Experience</td><td>60</td></tr><tr><td>Specific Personnel Knowledge</td><td>20</td></tr><tr><td>Financial status</td><td>10</td></tr><tr><td>Plant &amp; equipment</td><td>10</td></tr></table> <p>Functionality in which a <b>minimum of 70 points</b> must be scored to move to the next stage of evaluation.</p> <p>The scoring will be according to the table below</p> |   |                          | <b>TARGETED GOALS:</b>  | <b>POINTS</b> | <b>Points for functionality</b> | Company’s Experience   | 60       | Specific Personnel Knowledge | 20 | Financial status | 10 | Plant & equipment | 10 |
|   | <b>TARGETED GOALS:</b>  | <b>POINTS</b>            |                         |               |                                 |  |          |                              |    |                  |    |                   |    |
| <b>Points for functionality</b>   | Company’s Experience  | 60                       |                         |               |                                 |  |          |                              |    |                  |    |                   |    |
|   | Specific Personnel Knowledge  | 20                       |                         |               |                                 |  |          |                              |    |                  |    |                   |    |
|   | Financial status  | 10                       |                         |               |                                 |  |          |                              |    |                  |    |                   |    |
|   | Plant & equipment   | 10                       |                         |               |                                 |  |          |                              |    |                  |    |                   |    |
| <b>FUNCTIONALITY EVALUATION CRITERIA</b>  |   |                          |                         |               |                                 |  |          |                              |    |                  |    |                   |    |
| <b>COMPANY EXPERIENCE</b>   |   |                          |                         |               |                                 |  |          |                              |    |                  |    |                   |    |
| <p>Bidders must complete company experience and add certified supporting documentation.</p> <p>Failure to submit required FINAL COMPLETION</p>  | <table><tr><td rowspan="2"><b>CONTRACTS MANAGER</b></td><td><b>SCORING CRITERIA</b></td><td><b>WEIGHT</b></td><td><b>SCORE</b></td></tr><tr><td><p>Five (05) largest completed Electrical Works projects with final completion certificate attached (and construction appointment letters, will be assessed as follows</p><p><b>Completed projects with value of &lt; R 1.5 million - 1 Points each</b></p></td><td><b>5</b></td><td></td></tr></table>   | <b>CONTRACTS MANAGER</b> | <b>SCORING CRITERIA</b> | <b>WEIGHT</b> | <b>SCORE</b>                    | <p>Five (05) largest completed Electrical Works projects with final completion certificate attached (and construction appointment letters, will be assessed as follows</p> <p><b>Completed projects with value of &lt; R 1.5 million - 1 Points each</b></p> | <b>5</b> |                              |    |                  |    |                   |    |
| <b>CONTRACTS MANAGER</b>  | <b>SCORING CRITERIA</b>   |                          | <b>WEIGHT</b>           | <b>SCORE</b>  |                                 |  |          |                              |    |                  |    |                   |    |
|   | <p>Five (05) largest completed Electrical Works projects with final completion certificate attached (and construction appointment letters, will be assessed as follows</p> <p><b>Completed projects with value of &lt; R 1.5 million - 1 Points each</b></p>  | <b>5</b>                 |                         |               |                                 |  |          |                              |    |                  |    |                   |    |



## INSTALLATION OF 26 HIGH MAST LIGHTS

| Clause Number  | Tender Data  |   |   |        |       |
|--|--|---|---|--------|-------|
|  | CERTIFICATE will result in the bidder getting zero points.<br><br>NB: Final Completion certificates must be signed by all parties namely: the employer, Engineer, and the contractor (certificates that is not signed by ALL relevant parties will result in the bidder forfeiting points) |   | Five (05) largest completed Electrical Works with final completion certificate attached (and construction appointment letters, will be assessed as follows<br><br>Completed projects with a value of R 1.6 million to R 2.5 million- 4 Points each        | 20     |       |
|  |  |   | Five (05) largest completed Electrical Works projects with final completion certificate attached (and construction appointment letters, will be assessed as follows<br><br>Completed projects with value of R 2.5 million to R 4.5 Million- 8 Points each | 40     |       |
|  |  |   | Five (05) largest completed Electrical Works projects with final completion certificate attached (and construction appointment letters, will be assessed as follows<br><br>Completed projects with value of > R 4.5 Million - 12 Points each              | 60     |       |
|  |  |   | COMPANY EXPERIENCE TOTAL  | 60     |       |
|  |  |   |   |        |       |
| KEY PERSONNEL  |  |   |   |        |       |
| Bidders must complete key personnel and add supporting documentation.  |  |   |   |        |       |
| NB: (Failure to submit required CV's and certified qualification will result in the bidder getting zero Points. Key personnel must be unencumbered, available full time and unique to this project |  |   |   |        |       |
| Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained                       | CONSTRUCTION MANAGER   | SCORING CRITERIA  |   | WEIGHT | SCORE |
|  |  | Must be allocated to the site for the duration of the project. A Contract Manager with a civil engineering in project management degree or B-tech or higher registered with ECSA or SACPCMP: (MAX 5 Points) |   |        |       |
|  |  | < 5 years' experience   |   | 1      |       |
|  |  | 5-10 years' experience  |   | 3      |       |
|  |  | >10 years' experience:  |   | 5      |       |
|  |  | TOTAL   |   | 5      |       |
| Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained                       | SITE AGENT   | SCORING CRITERIA  |   | WEIGHT | SCORE |
|  |  | A construction manager with a civil engineering or project management degree or B-tech or diploma or higher. (MAX 10 POINTS)  |   |        |       |
|  |  | < 2 years' experience   |   | 0      |       |
|  |  | 2-5 years' experience   |   | 3      |       |
|  |  | 5-10 years' experience  |   | 6      |       |
|  |  | >10 years' experience   |   | 10     |       |



## INSTALLATION OF 26 HIGH MAST LIGHTS

| Clause Number | Tender Data  |                    |  |        |       |       |
|---------------|--|--------------------|--|--------|-------|-------|
|               |  |                    | TOTAL  | 10     |       |       |
|               | Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained   | SAFETY OFFICER     | SCORING CRITERIA   | WEIGHT | SCORE |       |
|               |  |                    | registered as a construction health and safety officer with SACMP (MAX 5 Points) |        |       |       |
|               |  |                    | < 2 years' experience  |        |       |       |
|               |  |                    | 2-5 years' experience  |        |       |       |
|               |  |                    | >5 years' experience   | 5      |       |       |
|               |  |                    | TOTAL  | 5      |       |       |
|               |  |                    | KEY PERSONNEL TOTAL  |        |       | 20    |
|               |  |                    |  |        |       |       |
|               | FINANCIAL CAPACITY   |                    |  |        |       |       |
|               | Bidders must complete rating and add supporting documentations.<br><br>(Failure to submit proof of the bank rating from the relevant bank will result in the bidder getting zero points)<br><br>Bank ratings may be verified with the bank by the employer | BANK RATING        | SCORING CRITERIA   | WEIGHT | SCORE |       |
|               |  |                    | NO BANK RATING   | 0      |       |       |
|               |  |                    | BANK RATING = E or LOWER   | 2      |       |       |
|               |  |                    | BANK RATING = D  | 5      |       |       |
|               |  |                    | BANK RATING = C  | 8      |       |       |
|               |  |                    | BANK RATING = A & B  | 10     |       |       |
|               |  |                    | FINANCIAL CAPACITY TOTAL   | 10     |       |       |
|               |  |                    |  |        |       |       |
|               | PLANT SCHEDULE   |                    |  |        |       |       |
|               | BIDDERS must complete list of plant and add supporting documentation. (Failure to submit proof of ownership OR Letter of intent for Plant and Equipment hire which is  | CONSTRUCTION PLANT | SCORING CRITERIA   |        |       | SCORE |
|               |  |                    | 1 x TLB  |        |       |       |
|               |  |                    | 1 x Load & Transport Truck (min 8 Ton)   |        |       |       |
|               |  |                    | 1 x Ton LDV  |        |       |       |
|               |  |                    |  |        |       |       |



## INSTALLATION OF 26 HIGH MAST LIGHTS

| Clause Number   | Tender Data   |  |  |  |    |  |
|---|---|--|--|--|----|--|
|   | signed by both the lessee and the lessor will result in the bidder getting zero Points)<br><br>Certified Copies of Proof of Ownership must be attached. |  | 1 x Compactor                              |  |    |  |
|   |   |  | 1 x Crane                                  |  |    |  |
|   |   |  | POINTS (MAX 10 POINTS)                     |  |    |  |
|   |   |  | All the above= 10 points                   |  |    |  |
|   |   |  | Between 80% and 99% of the above= 8 points |  |    |  |
|   |   |  | Between 50% and 79% of the above= 5 points |  |    |  |
|   |   |  | Between 20% and 49% of the above= 3 points |  |    |  |
|   |   |  | Less than 19% of above= No points          |  |    |  |
|   |   |  | PLANT SCHEDULE TOTAL                       |  | 10 |  |
|   |   |  | Functionality Threshold (Minimum score)    |  | 70 |  |
|   | Total Points for Functionality  |  | 100  |  |    |  |
| Bidders must score a minimum of 70 percentage points out of 100 percentage to qualify for further adjudication. |   |  |  |  |    |  |
|   |   |  |  |  |    |  |

| Clause Number | Tender Data   |
|---------------|---|
| 5.13          | <p>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <p>The tenderer has in his or her possession a SARS TCP PIN Certificate</p> <p><b>Third stage in Evaluation: Specific goals</b></p> |



## INSTALLATION OF 26 HIGH MAST LIGHTS

| Clause Number | Tender Data  |  |  |
|---------------|--|--|--|
|               | FOR SPECIFIC GOALS EVALUATION: Kindly complete and sign the MBD.6.1  |  |  |
|               | <b>specific goals allocated of this tender</b>   | <b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b> | <b>Means of Verification</b>   |
|               | Locality (within Maquassi Hills Local Municipal)   | 5  | Statement of Municipal Rates and Taxes of not more than Three Months |
|               | Women  | 5  | Identity document  |
|               | Youth (18 to 35)   | 5  | Identity document  |
|               | People with disabilities   | 5  | Letter from the medical doctor confirming the disability             |
|               | <p><b>2(e) Final Stage in Evaluation: Calculation of Final Total Points</b></p> <p>The final score or final total points for each Bid will be calculated by adding the scores from the; calculations.</p> <p><math>P = P_s + P_h</math></p> <p><b>Acceptance of bid Offer</b></p> <p><b>Bid offers will only be accepted on condition that:</b></p> <ol style="list-style-type: none"> <li>The bid offer is signed by a person authorized to sign on behalf of the Bidder;</li> <li>a valid Proof of SARS TCP PIN Certificate is included with his bid;</li> <li>the bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014, is included with his bid submission;</li> <li>a bidder who submitted a bid as a Joint Venture has included an acceptable Joint Venture Agreement with his bid;</li> <li>the bidder or a competent authorized representative of the contractor who submitted the bid has attended the compulsory clarification meeting or site inspection;</li> <li>the contractor who submits the bid has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act, or if the contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of bids;</li> </ol> |  |  |



## INSTALLATION OF 26 HIGH MAST LIGHTS

| Clause Number | Tender Data   |
|---------------|---|
|               | <p>g) the bidder or any of its principals is <u>not</u> listed on the register of bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>h) the bidder has <u>not</u> abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>i) the bidder or any of its principals, directors or managers is <u>not</u> employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the BID submission.</p> <p>j) the employer is satisfied that the bidder or any of his principals have <u>not influenced</u> the BID offer and acceptance by the following criteria:</p> <ol style="list-style-type: none"> <li>having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;</li> <li>having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;</li> <li>having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the bidder's favour;</li> <li>having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Bidding for this Contract or as to the amount of the BID to be submitted by either party;</li> <li>having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed bid;</li> <li>The employer may, in addition to using any other legal remedies, repudiate the bid offer and acceptance and declare the Contract invalid should it have been concluded already.</li> </ol> |
| 5.17          | The number of paper copies of the signed contract to be provided by the Employer is 1.  |
| 5.19          | All requests shall be in writing.   |



## INSTALLATION OF 26 HIGH MAST LIGHTS

**T1.3: STANDARD CONDITIONS OF BID**

**ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE.**

1. No tender will be considered unless submitted on Maquassi Hills Local Municipality tender document.
2. Any portion of the tender document not completed will be interpreted as 'not applicable'. Notwithstanding the foregoing, failure to Complete any compulsory portion of the tender document may result in the tender being declared non- responsive.
3. Tenders must be properly received and deposited, on or before the closing date and before the closing time, in the relevant tender box at No. **19 Kruger Street, Wolmaransstad, 2630**, and Finance Department. If the tender submission is too large to fit in the allocated box, please enquire at supply chain office for assistance.
4. The municipality reserves the right to accept:
  - 4.1 the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and municipality is not obliged to accept the lowest or any tender;
  - 4.2 a tender which is not substantially or materially different from the tender Specification.
5. The municipality shall not consider tenders that are received after the closing date and time for such a tender.
6. The municipality will not be held responsible for any expenses incurred by Tenderers in preparing and submitting tenders.
7. The municipality may, after the closing date, request additional information or clarification of tenders in writing.
8. A Tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the municipality after consideration of the reasons for the withdrawal.
9. Telegraphic quotations or quotations by facsimile will not be accepted for consideration except for the instance as indicated above where the employer needs to have amendments to the quotation.
10. **Validity Period**
  - 11.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by the municipality for a period of **60 days** from the closing date or for such extended period as may be applicable.
  - 11.2 The tender amount will not be amended during the aforesaid validity period.



**INSTALLATION OF 26 HIGH MAST LIGHTS**

11.3 The aforesaid validity period may be extended by the municipality provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing

11.4 Bidders who fail to respond to such a request before the validity of their tender expires, or who decline such a request shall not be considered further in the evaluation process.

In the event that an appeal in terms of the Systems Act 32 of 2000, is received, the validity period of the tender shall be deemed to be extended until finalisation of the appeal; unless the bidder has requested in writing that its tender be withdrawn. The provisions in respect of withdrawal as set out in clause 6.8 above will apply to such withdrawal.

11.5 Unauthorized alterations and additions in the nature of statement of interpretation of this bid document must be avoided. If any such amendments are made or if the bid document is not properly completed, it will cause the bid to be invalid. Any point of difficulty or doubt must be cleared with the municipality. Should any query be found to be of any significance, the municipality will inform all bidders accordingly.

**11. Tax Matters**

12.1 No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).

12.2 Bidders are therefore required to obtain a valid Tax Pin

12. The municipality will publish the results of this bid on the municipal website.





INSTALLATION OF 26 HIGH MAST LIGHTS

**T2.2 RETURNABLE SCHEDULES**



INSTALLATION OF 26 HIGH MAST LIGHTS

A. CERTIFICATE OF ATTENDANCE AT SITE CLARIFICATION MEETING

This is to certify that:

..... (Bidder)

of..... (Address)

.....

was represented by the person(s) named below at the compulsory meeting held for all bidders at

.....(location) on ..... (date), starting at .....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works and/or matters incidental to doing the work specified in the bid documents in order for us to take account of everything necessary when compiling our entire bid submission.

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity.....

Name ..... Signature .....

Capacity.....

Note: All particulars above this horizontal divide line to be filled in by the Bidder **prior to** signature by Employer's representative.

---

Attendance of the above persons at the meeting is confirmed by the representative of Maquassi Hills Local Municipality namely:

Name ..... Signature .....

Capacity..... Date ..... Time .....

**Note to the tenderer:** Tenderers must attend the clarification meeting. And they must ensure that suitably qualified or experienced personnel attend the meeting.

**Tenderers must ensure that those who attend the meeting on their behalf complete the official attendance register. Attendees must fill in the tenderers' names and contact details and they must sign the register. If they do not, the offers of the tenderers they represent at the meeting will be considered non-responsive.**



## INSTALLATION OF 26 HIGH MAST LIGHTS

**B. CERTIFICATE OF AUTHORITY OF SIGNATORY**

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder must complete the certificate set out below for the relevant category and also attach confirmation on **your company letterhead**

| A<br>Company | B<br>Partnership | C<br>Joint Venture | D<br>Sole Proprietor | E<br>Close Corporation |
|--------------|------------------|--------------------|----------------------|------------------------|
|              |                  |                    |                      |                        |

**A. Certificate for company (To be printed and attached on original letterhead)**

I,....., chairperson of the board of directors of ..... , hereby confirm that by resolution of the board (copy attached) taken on .....20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this bid and any contract resulting from it on behalf of the company.

As witness

1.....

.....

Chairman

2.....

.....

Date

**B. Certificate of partnership**

We, the undersigned, being the key partners in the business trading as.....hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the bid for Contract... and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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



## INSTALLATION OF 26 HIGH MAST LIGHTS

**C. Certificate for Joint Venture (Lead partner should be filled in first)**

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company.....,

acting in the capacity of lead partner, to sign all documents in connection with the bid offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE, NAME & CAPACITY |
|--------------|---------|--|
|              |         |  |
|              |         |  |
|              |         |  |

**D. Certificate for sole proprietor**

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

As Witness:

1.....  
Signature: Sole owner

2.....  
Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the bid for Contract.....and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.



## INSTALLATION OF 26 HIGH MAST LIGHTS

## C. SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

|    | <b>Name and address of proposed Subcontractor</b> | <b>Company Registration Number &amp; CIDB Classification</b> | <b>Description of Work to be executed by Subcontractor</b> |
|----|---|--|--|
| 1. |   |  |  |
| 2. |   |  |  |
| 3. |   |  |  |
| 4. |   |  |  |
| 5. |   |  |  |
| 6  |   |  |  |
| 7  |   |  |  |
| 8  |   |  |  |
| 9  |   |  |  |
| 10 |   |  |  |
| 11 |   |  |  |
| 12 |   |  |  |
| 13 |   |  |  |

Signed.....

Date.....

Name.....

Position.....

Bidder.....



## INSTALLATION OF 26 HIGH MAST LIGHTS

#### D. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our bid is accepted.

- (a) Details of major equipment that is owned by and immediately available for this contract.

[illegible]

Signed.....

Date.....

Name.....

Position.....

Bidder.....



## INSTALLATION OF 26 HIGH MAST LIGHTS

(b) Details of major equipment that will be hired, or acquired for this contract if my/our bid is acceptable

[illegible]

Signed.....

Date.....

Name.....

Position.....

Bidder.....



INSTALLATION OF 26 HIGH MAST LIGHTS

**E. SCHEDULE OF THE BIDDER'S EXPERIENCE**

The following is a statement of similar work successfully executed by myself/ourselves in the last ten years:

| Employer, contact person and telephone number | Description of contract | Value of work<br>Inclusive of<br>VAT (Rand) | CIDB<br>Classification | Date<br>Completed |
|---|-------------------------|---|------------------------|-------------------|
|   |                         |   |                        |                   |
|   |                         |   |                        |                   |
|   |                         |   |                        |                   |
|   |                         |   |                        |                   |
|   |                         |   |                        |                   |
|   |                         |   |                        |                   |

Signed..... Date .....

Name..... Position.....

Bidder.....





## INSTALLATION OF 26 HIGH MAST LIGHTS

**FORM 2.1.2      SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

What was your turnover in the previous financial year? R\_\_\_\_\_

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

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

| Description | Address | Area (m <sup>2</sup> ) |
|-------------|---------|------------------------|
|             |         |                        |
|             |         |                        |
|             |         |                        |
|             |         |                        |
|             |         |                        |

List your current contracts and obligations:

| Description | Value (R) | Start date | Duration | Expected date completed |
|-------------|-----------|------------|----------|-------------------------|
|             |           |            |          |                         |
|             |           |            |          |                         |
|             |           |            |          |                         |
|             |           |            |          |                         |
|             |           |            |          |                         |
|             |           |            |          |                         |
|             |           |            |          |                         |

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?

Signed..... Date .....

Name..... Position.....

Bidder.....

INSTALLATION OF 26 HIGH MAST LIGHTS

FORM 2.1.3 STAFFING PROFILE

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

| Own staff: gender and race                            | Number of staff |
|---|-----------------|
|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
| Staff to be employed for the project: gender and race | Number of staff |
|   |                 |
|   |                 |
|   |                 |

Signed..... Date .....

Name..... Position.....

Bidder.....

INSTALLATION OF 26 HIGH MAST LIGHTS

FORM 2.1.4 PROPOSED KEY PERSONNEL

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

| DESIGNATION  | NAME OF                       | NATIONALITY: | SUMMARY OF     |                                      | HDI<br>Status<br>Yes/No | NQF<br>Certified<br>Yes/No |
|--|-------------------------------|--------------|----------------|--------------------------------------|-------------------------|----------------------------|
|  | (i) NOMINEE<br>(ii) ALTERNATE |              | QUALIFICATIONS | EXPERIENCE AND<br>PRESENT OCCUPATION |                         |                            |
| HEADQUARTERS<br>Partner/director   |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
| Project manager  |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
| <u>CONSTRUCTION<br/>MONITORING</u><br><br>Site Agent<br><br>Site Foreman<br><br><br>Safety Officer |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
| Construction<br>supervisor (LIC)   |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |
|  |                               |              |                |                                      |                         |                            |

Signed..... Date .....

Name..... Position.....

Bidder.....

INSTALLATION OF 26 HIGH MAST LIGHTS

F. RECORD OF ADDENDA TO BID DOCUMENTS

|  |      |                  |
|--|------|------------------|
| We confirm that the following communications received from the Employer before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer: |      |                  |
|  | Date | Title or Details |
| 1.   |      |                  |
| 2.   |      |                  |
| 3.   |      |                  |
| 4.   |      |                  |
| 5.   |      |                  |
| 6.   |      |                  |
| 7.   |      |                  |
| Attach additional pages if more space is required.   |      |                  |

Signed..... Date .....

Name..... Position.....

Bidder.....

**Note : If any addenda has been issued; the information of the addenda must filled on the table above and the signed copy of the issued addendum be attached in the document as an annexure.**

INSTALLATION OF 26 HIGH MAST LIGHTS

G. DEVIATIONS OR QUALIFICATIONS BY THE BIDDER

**Note:** Bidders will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative bid offers are permitted in terms of the Bid Data, in the employer’s opinion:

- a) Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) Change the employer’s or the bidders risks and responsibilities under the contract, or
- c) Affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

| PAGE | DESCRIPTION |
|------|-------------|
|      |             |
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|      |             |
|      |             |
|      |             |

Signed..... Date .....

Name..... Position.....

Bidder.....

INSTALLATION OF 26 HIGH MAST LIGHTS

H. CONTRACTOR'S ESTABLISHMENT ON SITE

Should the combined, extended total have bided for Item 13.01 The contractor's general obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

exceed a maximum of 15 % of the bid sum (excluding VAT), the bidder shall clearly set out his reasons for bidding in this manner in a letter attached to this page.

Total bided for Item B13.01 expressed as a percentage of the bid sum (excluding VAT) .....%  
(insert percentage).

| ESTABLISHMENT OVER AND ABOVE ITEM 13.01 (see item B13.01) |                            |               |
|---|----------------------------|---------------|
| ITEM  | PORTION OF RATE OR SUM (R) | VALUE (RANDS) |
|   |                            |               |
|   |                            |               |
| TOTAL VALUE   |                            |               |

Note to Bidder:

If the bidder should require additional compensation for his obligations under section 1300 (over and above the total bided for item 13.01) by including such additional compensation in the bided rates and/or lump sum of items in the bill of quantities, these items and the value of such additional compensation shall also be set out in a letter attached to this form.

Signed..... Date .....

Name..... Position.....

Bidder.....

INSTALLATION OF 26 HIGH MAST LIGHTS

I. **CERTIFICATE OF NON-COLLUSIVE BID 1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:**  
**I/We certify that this is a bona fide bid.**

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of bids for this contract.

- a) Fix or adjust the amount of this bid by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these bids the amount or approximate amount of the proposed bid, except when the confidential disclosure of the approximate amount of the bid is necessary to obtain the insurance-premium quotations required for preparation of the bid;
- c) Cause or induce any other person to communicate to me/us the amount or approximate amount of any rival bid for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from bidding for this contract, or to influence the amount of any bid or the conditions of any bid to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

Signed..... Date .....

Name..... Position.....

Bidder.....

INSTALLATION OF 26 HIGH MAST LIGHTS

I: CERTIFICATE OF NON-COLLUSIVE BID (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide bid.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of bids for this contract:

- a) Fix or adjust the amount of this bid by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these bids, the amount or approximate amount of the proposed bid, except when the confidential disclosure of the approximate amount of the bid is necessary to obtain insurance premium quotations required for preparation of the bid;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival bid for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from bidding for this contract, or to influence the amount of any bid or the conditions of any bid to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any action similar to those described above.

In this certificate the term “person” includes any persons, body of persons or association, whether corporate or not, the term “agreement or arrangement” includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term “person outside this consortium” means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

Signed..... Date .....

Name..... Position.....

Bidder.....



INSTALLATION OF 26 HIGH MAST LIGHTS

J. COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014

The bidder shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The bidder is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the bidder at any time during the 36 months preceding the date of this bid.

Note to bidder:

Discovery that the bidder has failed to make proper disclosure may result in MAQUASSI HILLS LOCAL MUNICIPALITY terminating a contract that flows from this bid on the ground that it has been rendered invalid by the bidder’s misrepresentation.

Signed..... Date .....

Name..... Position.....

Bidder.....

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**INSTALLATION OF 26 HIGH MAST LIGHTS**

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**K. REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME****K1 General**

The employer requires the active participation of the contractor in this aspect of the contract. Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the bid.

The bidder's submissions under this item will be taken into consideration when evaluating bids received.

**K2 Definitions****K2.1 Contract Participation Goal (CPG)**

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs .

**K2.2 Affirmable Business Enterprise (ABE)**

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided, however, that, during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
  - 1) R10 million in respect of contractors who mainly perform Civil Engineering Services.
  - 2) R2,5 million in respect of labour-only subcontractors
  - 3) R10 million in respect of Manufacturers
  - 4) R15 million in respect of Suppliers
  - 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
  - 6) R2, 5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

INSTALLATION OF 26 HIGH MAST LIGHTS

K2.3 “Historically Disadvantaged Individuals (HDI)” means all South African Citizens

- 1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
- 2. women, or
- 3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

K2.4 Target values

- (a) The values of the following items (excluding VAT) expressed as percentages of the Bid Sum, (excluding VAT) as proposed by the bidder in his bid. The monetary total of these values shall be the CPG. The values of the targets (including VAT) are expressed as follows:
- At Bid stage: As a percentage of the Bid Sum (i.e. excluding Contingencies, CPA and Rise and Fall, but inclusive of VAT) as proposed by the bidder in his bid
  - After Award: As a percentage of the certified work done (i.e. excluding savings, but inclusive of variation orders and VAT)

In this contract the minimum target values shall be as follows:

|                             |   |     |
|-----------------------------|---|-----|
| Labour Maximisation (wages) | : | 10% |
| SMME’s                      | : | 30% |
| ABE/s support               | : | 10% |

The value of target values, *the bid of a bidder whose proposed target values are below the minimum set by the employer may be disqualified.*

- (b) The following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the bidder in his bid. In this contract the minimum target value shall be:

HDI Supervisory Staff: 10%

The bid of a bidder whose proposed target values are below the minimum set by the employer may be disqualified.

The maximum target values for each category will be the highest of all values submitted in the bids short-listed for detailed evaluation.

- (c) **The cost of material purchased locally by the Contractor will form part of the 30% allocation for SMME’s.**

K2.5 Labour Maximisation

It is a requirement of this contract that participation in the contract must be granted to labour in order to maximize job creation as well as to maximize expenditure towards the unemployed.

The specified target value for labour expenditure is **20%** of the contract value. This labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. Labour is defined as daily paid personnel including the CLO.

## INSTALLATION OF 26 HIGH MAST LIGHTS

It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.

**Penalties:** The penalties for not reaching the required labour target values will be calculated at **30%** of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than **30%** of the planned accumulative monthly figures. No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.

### K2.6 SMME

SMME (According to the National Small Business Amendment Act, No. 29 of 2004):

**Definition:** A “Small [business] Enterprise” means a separate and distinct business entity, together with its branches or subsidiaries, if any, including co-operative enterprises [and non-governmental organisations], managed by one owner or more [which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or subsector of the economy, which can be classified as a micro-, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 2, 3 and 4 of the Schedule opposite the smallest relevant size or class as mentioned in column 1 of the Schedule for the Construction category below:

| Size of class | Total full time equivalent of paid employees | Total annual turnover | Total gross asset value(fixed property excluded) |
|---------------|--|-----------------------|--|
| Medium        | 200  | R26m                  | R5m  |
| Small         | 50   | R6m                   | R1m  |
| Very Small    | 20   | R3m                   | R0,5m  |
| Micro         | 5  | R0,2m                 | R0,1m  |

It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as “having their head office within the Limpopo Province boundaries.” A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for participation is thirty percent (30%) of the total contract value and this can be achieved through one or more sub-contractors. EPMLM reserves the right to terminate the contract should the contractor fail to honour the commitment as stipulated by the contractor on this page

Information in this regard needs to be provided by the contractor on Forms RDP 2 (E), RDP 2 (E1), RDP 2 (E2), etc. Commitment to these goals will be a condition of award.

It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.

INSTALLATION OF 26 HIGH MAST LIGHTS

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**K3     Contract Participation Performance (CPP)**

K3.1    The Contractor’s Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his bid. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

K3.2    Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

**K4     Training**

Provision is made in the PROJECT SPECIFICATIONS for structured training to be provided by the contractor to PDI’S and ABE’S.

INSTALLATION OF 26 HIGH MAST LIGHTS

RDP 1 (E) SCHEDULE OF LABOUR CONTENT

The Bidder must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The specified target value is 10%.

**Note:** A minimum of 10% target value should be obtained from Local Labour content

| Type of Labour    | Man-days | Minimum Wage Rate<br>per Unit | Total Wage Cost<br>(Excl VAT) |
|-------------------|----------|-------------------------------|-------------------------------|
| Permanent Labour  |          |                               |                               |
| Temporary Labour  |          |                               |                               |
| SMME/HDI's Labour |          |                               |                               |
|                   |          | TOTAL                         |                               |
|                   |          | PERCENTAGE                    |                               |

Notes to Bidder:

- (1) Labour is defined as hourly paid personnel or personnel paid per task.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

Signed..... Date .....

Name..... Position.....

Bidder.....

## INSTALLATION OF 26 HIGH MAST LIGHTS

## RDP 2 (E) EMPLOYMENT OF ABE'S

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%.

| Schedule Item No | Name of ABE | Item Description/<br>Goods & Services<br>to be provided | Value              |                            |
|------------------|-------------|---|--------------------|----------------------------|
|                  |             |   | Rand<br>(Excl VAT) | % of Bid Sum<br>(Excl VAT) |
|                  |             |   |                    |                            |
| <b>TOTAL</b>     |             |   |                    |                            |

**Notes to bidder:**

1. Regardless whether the bidder fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the bidder nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 K, item K2.4.
2. Bidders shall insert “unknown” if an SMME/PDI has not been selected prior to bid closing date.
3. The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

Signed..... Date .....

Name..... Position.....

Bidder.....

INSTALLATION OF 26 HIGH MAST LIGHTS

RDP 3 (E) HDI EQUITY IN PROJECT

The bidder shall complete the table below

| Company Name<br>(In Case of Joint Venture,<br>all JV Partner Names) | Other HDI Equity<br>Share % | Female Equity Share<br>% | Total HDI Equity<br>Share % |
|---|-----------------------------|--------------------------|-----------------------------|
|   |                             |                          |                             |

Notes to bidder:

The bidder may be required to provide audited proof of equity distribution. In the case of public listed companies the ratios of equity shareholding are to be replaced by the ratio of HDI and female representation at directorship level.

Signed..... Date .....

Name..... Position.....

Bidder.....



INSTALLATION OF 26 HIGH MAST LIGHTS

RDP 4 (E) HDI SUPERVISORY STAFF

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be 50%. Refer Form T2.1 K, item 2.4(b).

It is proposed to employ the following salaried personnel on this contract as supervisory staff:  
(Note: The Curriculum Vitae of each staff member proposed to be attached to Section T2.3 A)  
Staff Category    Number per Category    HDI Status (Yes or No)

| Staff Category | Number per Category | HDI Status (Yes or No) |
|----------------|---------------------|------------------------|
|                |                     |                        |
| TOTALS         |                     |                        |

HDIs as percentage of total ..... %

Notes to bidder:

- 1. If personnel are hourly paid they cannot be classified as supervisory staff, regardless the nature of their duties.
- 2. The bidder may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.
- 3. Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.

Signed..... Date .....

Name..... Position.....

Bidder.....

INSTALLATION OF 26 HIGH MAST LIGHTS

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**RDP 5 (E) ABE DECLARATION AFFIDAVIT**

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

Signed..... Date .....

Name..... Position.....

Bidder.....

INSTALLATION OF 26 HIGH MAST LIGHTS

RDP 6 (E) ENTREPRENEURIAL TRAINING

Name of Training Institution: .....

Name of Programme: .....

| Trainer's Name | Qualification | Subject |
|----------------|---------------|---------|
|                |               |         |

Notes to bidder:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

Signed..... Date .....

Name..... Position.....

Bidder.....

INSTALLATION OF 26 HIGH MAST LIGHTS

RDP 7 (E) ENGINEERING SKILLS TRAINING

Name of Training Institution: .....

Name of Programme: .....

| Trainer's Name | Qualification | Subject |
|----------------|---------------|---------|
|                |               |         |

Notes to bidder:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

Signed..... Date .....

Name..... Position.....

Bidder.....

INSTALLATION OF 26 HIGH MAST LIGHTS

L. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of enterprise:** . . . . .  
. . .

**Section 2: VAT registration number, if any:** . . . . .  
. . . . .

**Section 3: CIDB registration number, if any:** . . . . .  
. . . . .

**Section 4: Particulars of sole proprietors and partners in partnerships**

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

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

**Section 5: Particulars of companies and close corporations**

Company registration number . . . . .

.  
Close corporation number . . . . .

.  
Tax reference number . . . . .

.  
. . . . .

**Section 6: Record in the service of the state**

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

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

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

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

## INSTALLATION OF 26 HIGH MAST LIGHTS

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

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

|                 |  |          |  |
|-----------------|--|----------|--|
| Signed          |  | Date     |  |
| Name            |  | Position |  |
| Enterprise name |  |          |  |

INSTALLATION OF 26 HIGH MAST LIGHTS

M. FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE

NB: Bidder to complete this form and attach proof

If my/our bid is accepted, I/we will, when required and within the time stipulated, provide a guarantee of

(\*) Insurance Company (name) .....

(of address) .....

.....

(\*) Commercial Bank (Name) .....

(Branch) .....

(of address) .....

.....

to be approved by you, the Employer, for the amount stipulated.

(\*) : delete whichever is not applicable.

I/we understand that failure to produce an acceptable Demand Guarantee within the stipulated period is a fundamental breach of Contract, entitling the Employer to:

- (i) withhold all payments which may be due to the Contractor pending compliance with the stipulated requirements to produce an acceptable Demand Guarantee.
- (ii) instruct the Contractor to cease all work pending provision of the Demand Guarantee, and
- (iii) cancel the Contract.

Signed..... Date .....

Name..... Position.....

Bidder.....

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N. FINANCIAL INFORMATION OF BIDDER

This information sheet has to be filled in by the financier of the Bidder, duly signed and stamped on behalf of the financial institution he represents.

Bidder Details

Bid Description : .....  
Contract Period : .....  
Name of Bidder : .....  
Bank Account Number : .....  
Bank rating(s) : .....  
Bided Amount : .....  
Demand Guarantee will be provided by this Bank: YES ☐ NO ☐  
If yes, state amount of Demand Guarantee: R .....

Financial Institution

Name of Commercial Bank : .....  
Branch : .....  
Name of Bank Manager : .....  
Telephone Number : .....  
I / We acting on behalf of the above Commercial Bank confirm that  
..... (Bidder)  
has operated an account with us for the last..... years.

Note: Bidder to include a Letter from the bank. The letter should clearly indicate the project Number; description and the bank rating(s)

Signed..... Date .....  
Name..... Position.....  
Bidder.....



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ANNEXURE: B

O. DECLARATION WITH REGARD TO MUNICIPAL SERVICES, RATES AND TAXES

I \_\_\_\_\_ the undersigned, declare on behalf of (Name of Bidder) \_\_\_\_\_ that; the bidder and (or) any of its director(s) does not owe any municipal services, rates and taxes to the municipality or any other municipality or municipal entity any amount which could be in arrears for an period for a period more than three months.

In the event that this declaration is found to be false, the bid will be rejected and found to be nonresponsive.

| MUNICIPALITY   | ACCOUNT NUMBER | OWNER |
|----------------|----------------|-------|
| 1. COMPANY     |                |       |
|                |                |       |
|                |                |       |
|                |                |       |
| 2. DIRECTOR(S) |                |       |
|                |                |       |
|                |                |       |
|                |                |       |
|                |                |       |

**N.B: Tenderer to submit a COPY OF A MUNICIPAL ACCOUNT of the company and that of its directors not in arrears and not older than three (03) months; or**

**In the event that the bidder or director(s) is leasing, a lease agreement along with the Municipal account of the leased property (lessor) should be attached; or**

**In the event that the bidder/director(s) is operating from place where no municipal services are levied confirmation letter in the name of the bidder and/(or) director from the local municipality not older than three months confirming that services are not charged/levied and the bidder does not owe must be attached**

Signed.....Date.....

Name.....Position.....

Tenderer.....

INSTALLATION OF 26 HIGH MAST LIGHTS

MBD 1

PART A  
INVITATION TO BID

|  |  |               |  |               |  |
|--|--|---------------|--|---------------|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY) |  |               |  |               |  |
| BID NUMBER:  |  | CLOSING DATE: |  | CLOSING TIME: |  |
| DESCRIPTION  |  |               |  |               |  |
| 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

|                         |          |  |        |         |  |
|-------------------------|----------|--|--------|---------|--|
|                         |          |  |        |         |  |
|                         |          |  |        |         |  |
|                         |          |  |        |         |  |
|                         |          |  |        |         |  |
|                         |          |  |        |         |  |
| 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: |  |

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|  |  |   |  |
|--|--|---|--|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
| TOTAL NUMBER OF ITEMS OFFERED  |  | TOTAL BID PRICE   | R  |
| SIGNATURE OF BIDDER  | .....  | DATE  |  |
| CAPACITY UNDER WHICH THIS BID IS SIGNED  |  |   |  |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:  |  | TECHNICAL INFORMATION MAY BE DIRECTED TO:                         |  |
| DEPARTMENT   |  | CONTACT PERSON  |  |
| CONTACT PERSON   |  | TELEPHONE NUMBER  |  |
| TELEPHONE NUMBER   |  | FACSIMILE NUMBER  |  |
| FACSIMILE NUMBER   |  | E-MAIL ADDRESS  |  |
| E-MAIL ADDRESS   |  |   |  |

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PART B  
TERMS AND CONDITIONS FOR BIDDING

**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.

|  |                          |                              |    |
|--|--------------------------|------------------------------|----|
| <b>1. BID SUBMISSION:</b>  |                          |                              |    |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |                          |                              |    |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b>  |                          |                              |    |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.                               |                          |                              |    |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |                          |                              |    |
| 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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> . |                          |                              |    |
| 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.  |                          |                              |    |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |                          |                              |    |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?   | <input type="checkbox"/> | YES <input type="checkbox"/> | NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?   | <input type="checkbox"/> | YES <input type="checkbox"/> | NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  | <input type="checkbox"/> | YES <input type="checkbox"/> | NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?   | <input type="checkbox"/> | YES <input type="checkbox"/> | NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?   | <input type="checkbox"/> | YES <input type="checkbox"/> | NO |
| <b>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.</b>   |                          |                              |    |

SIGNATURE OF BIDDER.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

DATE: .....

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SCHEDULE P – PRICING SCHEDULE – FIRM PRICES

MBD 3.1

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<br>**(ALL APPLICABLE TAXES INCLUDED) | BID PRICE IN RSA CURRENCY |
|----------|--|--|---------------------------|
| -        | 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

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SCHEDULE K – PRICING SCHEDULE – NON -FIRM PRICES

MBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)

NOTE: ...PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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 ..... QUANTITY..... DESCRIPTION ..... BID PRICE IN RSA CURRENCY  
NO..... **\*\*(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

**\*\* "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

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MBD 3.2

PRICE ADJUSTMENTS

A..... NON-FIRM PRICES SUBJECT TO ESCALATION

1 ..... IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - \frac{VPt}{V}) \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....    Index..... Dated.....    Index..... Dated.....  
Index..... Dated.....    Index..... Dated.....    Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR<br>(D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|-------------------------|
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |

MBD 3.2

B..... PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1..... Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

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| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--|
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |

2.....Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|--|---|---|---|
|  |   |   |   |
|  |   |   |   |
|  |   |   |   |



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MBD 4

Q. DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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 and/or take an oath declaring his/her interest
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid. Also select the applicable answers ☒

- 3.1. Full Name of bidder or his or her representative: .....
- 3.2. Identity Number: .....
- 3.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
- 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.
- .....
- .....

<sup>1</sup>MSCM 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) 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 an employee of Parliament or a provincial legislature.

(f) 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);

<sup>2</sup>"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 enterprise.

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

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3.9.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars.

.....  
.....

3.12. Are any of the company’s directors, 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 companies or business whether or not they are bidding for this contract? **YES ☐ / NO ☐**

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3.14.1 If yes furnish particulars:

.....  
.....

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

| Full Name | Identity Number | Employee Number |
|-----------|-----------------|-----------------|
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |

5. 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

.....  
Name of Bidder

.....  
Capacity

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MBD 5

R. 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?

\*YES

☐

/

NO

☐
- 3.1

If yes, provide particulars.

.....

.....
4.

Will any portion of goods or services be sourced from outside 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

.....

.....

\* Delete if not applicable

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---

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

.....  
Name of Bidder

.....  
Capacity

## INSTALLATION OF 26 HIGH MAST LIGHTS

### MBD 6.1

### 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 Applicable Preference Point System

a) The applicable preference point system for this quotation is the 80/20 preference point system.

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  | 80         |
| SPECIFIC GOALS                                   | 20         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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

“**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;

(a)

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- (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:

80/20

or

90/10

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

or

$$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

- 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:

80/20

or

90/10

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

or

$$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

- Where
- Ps = Points scored for price of tender under consideration
  - Pt = Price of tender under consideration
  - Pmax = Price of highest acceptable tender

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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) |
|---|---|---|---|---|
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....



INSTALLATION OF 26 HIGH MAST LIGHTS

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:

INSTALLATION OF 26 HIGH MAST LIGHTS

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;

- Proof of Tax Compliance Status;

- Pricing schedule(s);

- Technical Specification(s);

- Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;

- Declaration of interest;

- Declaration of bidder's past SCM practices;

- Certificate of Independent Bid Determination;

- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2. ....

DATE: .....

INSTALLATION OF 26 HIGH MAST LIGHTS

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.....in my capacity as.....accept your bid under reference number .....dated.....for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | TOTAL PREFERENCE POINTS CLAIMED | POINTS CLAIMED FOR EACH SPECIFIC GOAL |
|----------|---------------------------------------|-------|-----------------|---------------------------------|---------------------------------------|
|          |                                       |       |                 |                                 |                                       |

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

INSTALLATION OF 26 HIGH MAST LIGHTS

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz
  - Invitation to bid;
  - Proof of tax compliance status;
  - Pricing schedule(s);
  - Filled in task directive/proposal;
  - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
  - Declaration of interest;
  - Declaration of Bidder's past SCM practices;
  - Certificate of Independent Bid Determination;
  - Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

|              |       |   |
|--------------|-------|---|
| NAME (PRINT) | ..... | <div>WITNESSES</div> <div>1 .....</div> <div>2 .....</div> <div>DATE: .....</div> |
| CAPACITY     | ..... |   |
| SIGNATURE    | ..... |   |
| NAME OF FIRM | ..... |   |
| DATE         | ..... |   |

INSTALLATION OF 26 HIGH MAST LIGHTS

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I.....in my capacity as.....accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | TOTAL PREFERENCE POINTS CLAIMED | POINTS CLAIMED FOR EACH SPECIFIC GOAL |
|------------------------|---------------------------------------|-----------------|---------------------------------|---------------------------------------|
|                        |                                       |                 |                                 |                                       |

7. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

INSTALLATION OF 26 HIGH MAST LIGHTS

MBD 7.3

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS<sup>1</sup>

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE LESSOR/ SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE LESSOR/ SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1.

I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2.

The following documents shall be deemed to form and be read and construed as part of this agreement:

(i)

Bidding documents, viz
  - Invitation to bid;
  - Proof of tax compliance status;
  - Pricing schedule(s);
  - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
  - Declaration of interest;
  - Declaration of Bidder's past SCM practices;
  - Special Conditions of Contract;

(ii)

General Conditions of Contract; and

(iii)

Other (specify)
3.

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5.

I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.
6.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7.

I confirm that I am duly authorised to sign this contract.

|              |       |   |
|--------------|-------|---|
| NAME (PRINT) | ..... | <div>WITNESSES</div> <div>1.....</div> <div>2.....</div> <div>DATE: .....</div> |
| CAPACITY     | ..... |   |
| SIGNATURE    | ..... |   |
| NAME OF FIRM | ..... |   |

<sup>1</sup> “Tender for income-generating contracts” has the same meaning as defined in the Preferential Procurement Regulations, 2022.

INSTALLATION OF 26 HIGH MAST LIGHTS

MBD 7.3

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

7. I.....in my capacity as.....accept your bid under reference number .....dated.....for the leasing of property/ purchase of goods/services indicated hereunder and/or further specified in the annexure(s).
8. I undertake to make the leased property/ goods/services available in accordance with the terms and conditions of the contract.

| ITEM NO. | DESCRIPTION | PRICE (ALL APPLICABLE TAXES INCLUDED) | TOTAL PREFERENCE POINTS CLAIMED | POINTS CLAIMED FOR EACH SPECIFIC GOAL |
|----------|-------------|---------------------------------------|---------------------------------|---------------------------------------|
|          |             |                                       |                                 |                                       |

9. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

3. ....

4. ....

DATE .....

## INSTALLATION OF 26 HIGH MAST LIGHTS

MBD 8

**S. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Procedure Document must form part of all Bidders 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 Bid 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   | <p>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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:   |                                     |                                    |
| 4.2   | <p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>  | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:   |                                     |                                    |



INSTALLATION OF 26 HIGH MAST LIGHTS

|       |  |                                 |                                |
|-------|--|---------------------------------|--------------------------------|
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:  |                                 |                                |
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:  |                                 |                                |
| 4.5   | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                         | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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**

---

INSTALLATION OF 26 HIGH MAST LIGHTS

---

MBD 9

**T. CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Procedure Document (MBD) must form part of all Bidders<sup>1</sup> 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 Procedure (or Bid rigging).<sup>2</sup> Collusive Bidding Procedure is a *per 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 Procedure 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 Bidders 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:

<sup>1</sup> Includes price quotations, advertised competitive Bidders, limited Bidders and proposals.

<sup>2</sup> Bid rigging (or collusive Bidding Procedure) 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 Procedure process. Bid rigging is, therefore, an agreement between competitors not to compete.

<sup>3</sup> 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.

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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION (CONTINUE)

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 consortium<sup>3</sup> will not be construed as collusive Bidding Procedure.
- 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 Procedure with the intention not to win the Bid.

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- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.
- 9. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bidders and contracts, Bidders 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

INSTALLATION OF 26 HIGH MAST LIGHTS

---

U. SPECIFIC GOALS DOCUMENTATION

Attach the company’s documents to score specific goals on this page.

INSTALLATION OF 26 HIGH MAST LIGHTS

---

V. ORIGINAL BANK RATING LETTER

Attach to this page a company’s original letter stating the Bank rating.

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---

W. CSD REPORT

Attach to this page a CSD report of the company

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THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION



INSTALLATION OF 26 HIGH MAST LIGHTS

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MAQUASSI HILLS LOCAL MUNICIPALITY

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C1.1 Form of Offer and Acceptance

Offer

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

Contract No: MHLM/MIG/07/2025/2026    Project Name: INSTALLATION OF 26 HIGH MAST LIGHTS

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

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

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

.....  
.....Rand (in words);

R..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

| Signature Block: Bidder       |            |
|-------------------------------|------------|
| Signature .....               | Date ..... |
| Name .....                    |            |
| Capacity .....                |            |
| Name of organization.....     |            |
| Address of organization ..... |            |
| .....                         |            |
| .....                         |            |
| Signature of witness .....    | Date ..... |
| Name of witness .....         |            |

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Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
  - Part C2: Pricing data
  - Part C3: Scope of work.
  - Part C4: Site information
- and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) for delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

|                            |  |
|----------------------------|--|
| Signature Block: Employer  |  |
| Signature .....            | Date .....   |
| Name .....                 |  |
| Capacity .....             |  |
| For the Employer:          | Municipal Manager MAQUASSI<br>HILLS LOCAL MUNICIPALITY |
| Signature of witness ..... | Date .....   |
| Name of witness .....      |  |

INSTALLATION OF 26 HIGH MAST LIGHTS

Schedule of Deviations

1

Subject

Details

2

Subject

Details

3

Subject

Details

4

Subject

Details

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

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

For the Bidder:

Signature(s)

Name(s)

Capacity

(Name and address of organization)

Name & Signature of Witness

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and address of organization)

Name & Signature of Witness

INSTALLATION OF 26 HIGH MAST LIGHTS

MAQUASSI HILLS LOCAL  
MUNICIPALITY

C1.2 Contract Data

*Section 1.01 The General Conditions of Contract for Construction Works (3<sup>rd</sup> edition 2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).*

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

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

INSTALLATION OF 26 HIGH MAST LIGHTS

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MAQUASSI HILLS LOCAL  
MUNICIPALITY

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

INSTALLATION OF 26 HIGH MAST LIGHTS

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**C1.2.1 CONDITIONS OF CONTRACT****GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of Contract for Construction Works - (3<sup>rd</sup> edition 2015)", issued by the South African Institution of Civil Engineering (Short title: "**General Conditions of Contract 2015**") and can be obtained from:

**SAICE**

Waterfall Park  
Howick Gardens  
Vorna Valley Half way House  
Becker Street  
MIDRAND  
1685  
Gauteng Province  
Tel: (011) 805-5947/8  
Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

INSTALLATION OF 26 HIGH MAST LIGHTS

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**CONTRACT No.**

**C2. Bill of Quantities**



INSTALLATION OF 26 HIGH MAST LIGHTS

C2.1: PRICING INSTRUCTIONS

1. GENERAL

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Bidder's obligations in pricing the Bid offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bid contained in Annexure F of SANS 294, as amended in and read in conjunction with the Bid Data.

2. DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bid Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

3. DEFINITIONS

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

|                         |   |   |
|-------------------------|---|---|
| Unit                    | : | The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).  |
| Quantity                | : | The number of units of work for each item   |
| Rate                    | : | The payment per unit of measurement at which the Bidder Bids to do the work.  |
| Amount                  | : | The product of the quantity and the rate Bided for an item  |
| Sum                     | : | An amount Bided for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.  |
| Prime Cost (or PC item) | : | A sum fixed by the Engineer and entered in the Schedule of Quantities as the net sum provided to cover the cost of specific goods or materials to be supplied under the contract, or the net sum to be paid by the Contractor to merchants or others for such articles or materials. <sup>1</sup>   |
| Provisional Sum         | : | A sum of money fixed by the Engineer and entered in the Schedule of Quantities to provide for work not defined at the Bid stage and includes any allowance specifically made for unforeseen contingencies. <sup>1</sup>   |
| Extra Over (or EO)      | : | Qualifies an operation (or combination of operations) which is common in a varying degree to a number of other operations and which is scheduled once as "extra over" those other operations in order to avoid a multiplicity of items each reflecting the degree to which the common operations applies. The term "extra over" invariably denoted double measurement, no deduction being made from one on account of the other. <sup>1</sup> |

INSTALLATION OF 26 HIGH MAST LIGHTS

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4. **DESCRIPTIONS**

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

5. **REFERENCES**

The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings are to be read in conjunction with the schedule of quantities.

Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with the Civil Engineering Quantities Guide (SABS 1200) - 1990 Edition as amended in the Scope of Works. Should any requirement of the measurement and payment clause of the applicable standardised specification<sup>2</sup>, or the project specification<sup>2</sup>, or the particular specification(s)<sup>2</sup> conflict with the terms of the schedule or, when relevant, SABS 12000, the requirement of the standardised, project or particular specification, as applicable, shall prevail.

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste.

The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to the Employer for the work described under the several items, value added tax excluded. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the quotation is based.

A price or rate is to be entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule

**INSTALLATION OF 26 HIGH MAST LIGHTS****6. UNITS OF MEASUREMENT**

The units of measurement indicated in the Bill of Quantities are metric units.

The following abbreviations are used in the Bill of Quantities:

|                      |   |                       |
|----------------------|---|-----------------------|
| %                    | = | per cent              |
| h                    | = | hour                  |
| ha                   | = | hectare               |
| kg                   | = | kilogram              |
| kl                   | = | kilolitre             |
| km                   | = | kilometre             |
| km-pass              | = | kilometre-pass        |
| kW                   | = | kilowatt              |
| l                    | = | litre                 |
| m                    | = | metre                 |
| mm                   | = | millimetre            |
| MN                   | = | meganewton            |
| MN-m                 | = | meganewton-metre      |
| MPa                  | = | megapascal            |
| kPa                  | = | kilopascal            |
| m <sup>2</sup>       | = | square metre          |
| m <sup>3</sup>       | = | cubic metre           |
| m <sup>3</sup> -km   | = | cubic metre-kilometre |
| m <sup>2</sup> -pass | = | square metre-pass     |
| no                   | = | number                |
| PC sum               | = | Prime Cost sum        |
| Prov Sum             | = | Provisional Sum       |
| sum                  | = | lump sum              |
| t                    | = | ton (1 000 kg)        |
| R/only               | = | Rate only             |
| W/day                | = | Work day              |

**7. NET MEASUREMENTS**

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

**8. QUANTITIES**

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

The item numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the Civil Engineering Quantities Guide (SABS 1200) - 1990 Edition

**INSTALLATION OF 26 HIGH MAST LIGHTS**

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**9. CURRENCY**

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

**10. VALUE ADDED TAX**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

**11. RATES AND PRICES****11.1 General**

- a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Contractor indicate against any item that compensation for such item is included in another item; the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

**11.2 "Rate only" items**

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

**INSTALLATION OF 26 HIGH MAST LIGHTS**

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**11.3 Arithmetic**

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the Bid offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

**12. VARIATION IN TEXT**

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

INSTALLATION OF 26 HIGH MAST LIGHTS

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**CONTRACT No. MHLM/MIG/07/2025/2026**  
**C2.2 Bill of Quantities**

**ATTACH THE EXCEL VERSION MADE AVAILABLE TO YOU ON ETENDER FROM THIS PAGE**

INSTALLATION OF 26 HIGH MAST LIGHTS

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C3: SCOPE OF WORK

Table of Contents:

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

- PS-1 Project Description
- PS-2 Description of the Site and Access
- PS-3 Details of the Works
- PS-4 Construction Management Requirements
- PS-5 Expanded Public Works Programme (EPWP) labour-intensive specification

INSTALLATION OF 26 HIGH MAST LIGHTS

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **Civil Engineering Quantities Guide (SABS 1200) - 1990 Edition**

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

- SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
- SANS 1914-1 to 6 (2002): Targeted Construction Procurement
- SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts  
Part 1: General Engineering and Construction Works
- SANS 1921-5 (2004): Generic Labour Intensive Specification  
Part 5: Earthworks.

and where accommodation of traffic is involved:

- SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts  
Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.



INSTALLATION OF 26 HIGH MAST

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**C3.2: PROJECT SPECIFICATIONS****STATUS**

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

**Part A** contains a general description of the works, the site and the requirements to be met.

**Part B** contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and/or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

**PART A: GENERAL****PS-1 PROJECT DESCRIPTION**

The project entails the INSTALLATION OF 26 HIGH MAST LIGHTS, which will be installed in 9 villages within the Maquassi Hills Local Municipality.

The employer's objectives are to deliver public infrastructure using intensive labour methods in accordance with the EPWP Guidelines.

**Excavations:**

The excavation and compaction of the foundation compacted to 90% MOD ASSHTO.  
Base Concrete Casting

The casting of a 30/19 concrete base, along with the associated cube tests.

**Installation of towers:**

The installation of a 30-meter hot-dip galvanised pole with a three-rope hoisting mast has been completed. This includes a base plate, a nine-way light bracket, and a lighting spike, all hot-dip galvanised. Additionally, the mast contains electrical materials, including 5-core, 2.5 mm cabling, a fibreglass distribution board with a photocell, and a splinter box, among other components.  
Installation of the floodlights

**Installation of 400W flood lights for high mast lights:**

With a 60.9cm \* 31.6cm dimension.

Electric voltage of AC85-265v 50/60Hz

Luminous effect of 120 – 130 Lm/W

Irradiated Area of 400 – 450 m2

**INSTALLATION OF 26 HIGH MAST LIGHTS**

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**Provision of servicing equipment, including:**

Single drum winch.

A hydraulic power tool with a remote.

Test Lead (5 Pin, 16 A, 8m long)

**Commissioning:**

Allow a provisional amount for the electrical works, which includes the installation of all electrical reticulation. This involves the installation of a 16 KVA transformer for each high mast light. The manufacturer, ISO 9001:2008 accredited. All work will be constructed according to Eskom standards, and an application will be submitted to Eskom for connection and commissioning.

INSTALLATION OF 26 HIGH MAST LIGHTS

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**PS-2 DESCRIPTION OF THE SITE AND ACCESS****2.1 Location of site**

The project is located in 9 Area: Wolmaranssdad under Maquassi Hills Local Municipality of Dr Kenneth Kaunda District Municipality in North West Province.

Below are the coordinates for the site:

| Village | No. of HH | GPS Coordinates |
|---------|-----------|-----------------|
|         |           |                 |
|         |           |                 |
|         |           |                 |
|         |           |                 |
|         |           |                 |
|         |           |                 |

**2.2 Access to the site**

The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to vehicular access tracks and rights of way. No damage to fauna and flora located outside the limits of the road reserve will be permitted on the contract.

The contractor shall take cognizance of the aforementioned items concerning roads and tracks and allow for any costs in his Bid under the relevant section in the Bill of Quantities.

**PS-3 DETAILS OF THE WORK**

A brief detail of the works for which this specification is applicable is as follows:

The scope of work includes:

- Civil works (Foundations and concrete)
- Mechanical works (Mast construction)
- Electrical Works ( All electrical reticulation)
- Commissioning

**3.1 Climatic conditions**

The proposed development is located in a summer rainfall region with rainfall that occurs mainly in storms of short duration with high intensities. Sunny and hot summer days with cold winter days.

**INSTALLATION OF 26 HIGH MAST LIGHTS**

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**3.2 Labour recruitment conditions**

A Project Steering Committee (PSC) will be established and is a vital means of communication between all parties involved with the project. The composition of the PSC comprises representation by the Employer, the Engineer and formal structures within the community (at least 4 people).

The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organizations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC.

The PSC shall appoint a Community liaison officer (C.L.O.) (which shall be remunerated under the contract) who shall be in full time employ of the contract. The duties of the C.L.O. shall consist inter alia of the following:

- To be available on site daily between the hour of 07:00 and 17:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 17:00 in the afternoon.
- To communicate daily with regard to number and skills, to facilitate in labour disputes and to assist in their resolution.
- His/her remuneration shall be R4500 per Month.
- The minimum labour/General worker rate shall be R200.00 as determined by the Municipality
- To attend all meetings in which the community and/or labour are present or are required to be represented.
- To attend all PSC meeting to report on labour.
- To assist in the identification and screening of laborers from the community in accordance with the contractor's requirements.
- To advise and inform temporary laborers of their conditions of employment and to inform temporary laborers as early as possible when their period of employment will be terminated.
- To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- To keep a daily written record of his interviews and community liaison, labour force etc.
- To attend monthly site meetings and report in writing on labour and contract matters.
- Keeping a data base of available labour.
- All such other duties as agreed upon between all parties concerned.
- Compile a list of available skills in the area (skills audit).

**INSTALLATION OF 26 HIGH MAST LIGHTS**

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**3.3 Construction in confined Areas**

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the Bided rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

**PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS****4.1 General**

The Contractor is referred to **SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts**. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

**4.2 Planning, Programme and Method Statements** (Read with SANS1921-1:2004 clause 4.3)**4.2.1 Preliminary programme**

The Contractor shall include with his Bid a preliminary programme on the prescribed form to be completed by all Bidders. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Bidders may submit Bids for an alternative Time for Completion in addition to a Bid based on the specified Time for Completion. Each such alternative Bid shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his Bided rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Bid. These same constraints shall apply to the final construction programme.

- a) The Contract will be as Bided by the contractor. Plant and personnel requirements to complete the project must be incorporated in the Bid and shown on the programme.
- b) A high standard of traffic accommodation
- c) The relocation of services
- d) Ancillary works by Emerging Contractors

**4.2.2 Programme in terms of Clause 5.6 of the General Conditions of Contract**

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary

**INSTALLATION OF 26 HIGH MAST LIGHTS**

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programme to be submitted with the Bid shall be used as basis for this programme..

The following must be stated on the programme:

- (a) 2 weeks must be allocated at the start of the project for the setting out and confirmation of survey benchmarks. No work will be allowed prior to the survey confirmation process being completed.
- (b) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- (c) A budget of the value of completed work, month by month, for the full contract period.
- (d) The critical path.
- (e) Work to be undertaken by Local Contractor (if applicable)
- (f) Training Courses
- (g) Schedule of plant and recourses to be utilized

The Contractor's attention is also drawn to clause 5.7 of the General Conditions of Contract 2015.

**4.2.3 Delay in Completion**

The Contractor shall organise the Works in such a manner that no delays occur. Delays due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be counted and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

**4.3 Quality Assurance (QA)** *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

**4.4 Management and disposal of water** *(Read with SANS 1921 – 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and storm water on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

**4.5 Earthworks** *(Read with SANS 1921 – 1 : 2004 clause 4.10)***4.5.1 Borrow pits and spoil areas**

The borrow pits to be used for this contract shall be pointed out at the Site Inspection. The Contractor shall be permitted to use only those borrow pits approved by the Engineer.

The spoil sites shall be determined on site in conjunction with the Engineer, the PSC, and the local communities. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.

**INSTALLATION OF 26 HIGH MAST LIGHTS**

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Should the Contractor wish to use any other spoil area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer and the landowner.

**4.6 Testing** *(Read with SANS 1921 – 1 : 2004 clause 4.11)***4.6.1 Process control**

The Contractor shall arrange for his own process control tests. The Contractor may establish his own laboratory on site for this purpose, or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

**4.6.2 Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Municipality for acceptance control. However, before accepting any work, the Municipality shall have its acceptance control tests carried out by the dedicated site laboratory as approved by the client. The cost of acceptance testing shall be to the account of the client through a Provisional Sum..

**4.7 Site Establishment** *(Read with SANS 1921 – 1 : 2004 clause 4.14)***4.7.1 Contractor's camp site and depot**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and laborers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer and the Project Steering Committee (PSC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts Bided for the various items of work for which these services are required.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

**4.7.2 Accommodation of Employees**

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets will only be allowed where temporary facilities have to be

**INSTALLATION OF 26 HIGH MAST LIGHTS**

provided.

**4.8 Survey beacons** *(Read with SANS 1921 – 1 : 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

**4.9 Existing Services** *(Read with SANS 1921 – 1: 2004 clause 4.17)*

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

It is the contractors responsibility to identified services that will interact with the construction work. The contractor will be responsible to do the application and negotiation on the relocation of the sifting of services.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Services belonging to the following service owners will be encountered.

| SERVICE OWNER                           | TYPE OF SERVICE                                   |
|---|---|
| Eskom                                   | Electrical/Power lines                            |
| Dr Kenneth Kaunda District Municipality | Waterlines and reticulation within the rural area |
| Department of Water and Sanitation      | Bulk water lines                                  |
| Property Authority                      | Land owner  |
| Private owners                          | Fence line  |

A provisional amount is included in the bill of quantities for the protection and/or shifting of services.

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The contractor shall make provision in his programme for the location and/or shifting of services.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

**4.10 Health and Safety** *(Read with SANS 1921 - 1: 2004 clause 4.18)***4.10.1 General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.



**INSTALLATION OF 26 HIGH MAST LIGHTS**

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For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.5.

**4.10.2 Health and Safety Specifications and Plans****(a) Employer's Health and Safety Specification**

The Employer's Health and Safety Specification is included in Section C3.3, of the Bid documents as part of the Particular Specifications.

**(b) Bidder's Health and Safety Plan**

The Bidder shall submit with the bid his own documented Health and Safety Plan he proposes to be implement for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 30;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

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**4.10.3 Cost of compliance with the OHS Construction Regulations**

The rates and prices Bided by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Contractor to ensure that he is compliant to all COVID-19 regulations and any other health and safety risk that may appear similar to COVID-19. Pricing of OHS requirements in the Bill of Quantities should cover all costs for measures that need to be taken to be compliant on these special risks.

**4.11 Requirements for Accommodation of Traffic (*Read with SANS 1921 - 2 : 2004*)****4.11.1 General**

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

**4.11.2 Basic Requirements**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

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**4.11.3 Payment**

The Contractor's Bided rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the *modus operandi* will be considered.

**4.12 Management of the environment** *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

**4.12.1 Natural Vegetation**

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

**4.12.2 Fires**

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

**4.12.3 Environmental Management Plan**

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications, will be adhered to.

**PS-5 Expanded Public Works Programme (EPWP) labour intensive specification****5.1. Labour Regulations****5.1.1 Payment for the labour-intensive component of the works**

Payment for works identified in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

**5.1.2 Applicable labour laws**

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour.

**INSTALLATION OF 26 HIGH MAST LIGHTS**

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**5.1.3 Introduction**

This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.

In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

**5.1.4 Terms of Work**

5.1.4.1 Workers on a EPWP are employed on a temporary basis or Contract Basis.

**5.1.5 Normal Hours of Work**

5.1.5.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

5.1.5.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

5.1.5.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

**5.1.6 Meal Breaks**

5.1.6.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

5.1.6.2 An employer and worker may agree on longer meal breaks.

5.1.6.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

5.1.6.4 A worker is not entitled to payment for the period of a meal break.

However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

**INSTALLATION OF 26 HIGH MAST LIGHTS****5.1.7 Special Conditions for Security Guards**

- 5.1.7.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.1.7.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

**5.1.8 Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**5.1.9 Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

**5.1.10 Sick Leave**

- 5.1.10.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 5.1.10.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 5.1.10.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 5.1.10.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 5.1.10.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 5.1.10.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 5.1.10.7 An employer must pay a worker sick pay on the worker's usual payday.
- 5.1.10.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- 5.1.10.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 5.1.10.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

**5.1.11 Maternity Leave**

- 5.1.11.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 5.1.11.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 5.1.11.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 5.1.11.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 5.1.11.5 A worker may begin maternity leave –
  - (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

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- (ii) if agreed to between employer and worker; or
    - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
  - 5.1.11.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
  - 5.1.12 Family responsibility leave**
  - 5.1.12.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
    - (a) when the employee's child is born;
    - (b) when the employee's child is sick;
    - (c) in the event of a death of –
      - (i) the employee's spouse or life partner;
      - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
  - 5.1.13 Statement of Conditions**
  - 5.1.13.1 An employer must give a worker a statement containing the following details at the start of employment –
    - (a) the employer's name and address and the name of the EPWP;
    - (b) the tasks or job that the worker is to perform; and
    - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
    - (d) the worker's rate of pay and how this is to be calculated;
    - (e) the training that the worker will receive during the EPWP.
  - 5.1.13.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
  - 5.1.13.3 An employer must supply each worker with a copy of these conditions of employment.

**INSTALLATION OF 26 HIGH MAST LIGHTS****5.1.14 Keeping Records**

- 5.1.14.1 Every employer must keep a written record of at least the following –
- (a) the worker's name and position;
  - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (c) in the case of a time-rated worker, the time worked by the worker;
  - (d) payments made to each worker.
- 5.1.14.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

**5.1.15 Payment**

- 5.1.15.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 5.1.15.2 A worker may not be paid less than the minimum EPWP wage rate of **R220.00** per day
- 5.1.15.3 A task-rated worker will only be paid for tasks that have been completed.
- 5.1.15.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work being approved by the manager or the contractor having submitted an invoice to the employer.
- 5.1.15.5 A time-rated worker will be paid at the end of each month.
- 5.1.15.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 5.1.15.7 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 5.1.15.8 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- 5.1.15.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- 5.1.15.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**5.1.16 Deductions**

- 5.1.16.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law. i.e UIF
- 5.1.16.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 5.1.16.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 5.1.16.4 An employer may not require or allow a worker to –

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- (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

**5.1.17 Health and Safety**

5.1.17.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

5.1.17.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the EPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**5.1.18 Compensation for Injuries and Diseases**

5.1.18.1 it is the responsibility of the contractor to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

5.1.18.2 A worker must report any work-related injury or occupational disease to their employer or manager.

5.1.18.3 The employer must report the accident or disease to the Compensation Commissioner.

5.1.18.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**5.1.19 Termination**

5.1.19.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

5.1.19.2 A worker will not receive severance pay on termination.

5.1.19.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

5.1.19.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

5.1.19.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**5.1.20 Certificate of Service**

5.1.20.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.



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**5.1.21 Contractor's default in payment to Labourers and Employees**

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

**5.1.22 Provision of Hand tools**

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.

**5.1.23 Reporting**

The Contractor shall submit monthly returns/reports as specified below:

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns
- Progress report detailing production output compared to the programme of works , intensive and which are undertaken by unskilled or semi-skilled workers.

## INSTALLATION OF 26 HIGH MAST LIGHTS

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### 5.2 Employment of unskilled and semi-skilled workers in labour-intensive works – According to SANS 1914-5.

#### 5.2.1 Requirements for the sourcing and engagement of labour.

5.2.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

5.2.1.2 The rate of pay set for the EPWP per task or per day is **R 220.00/day** as set out by the Maruleng Municipality.

5.2.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

5.2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 5.2.1.3.

5.2.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that has less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those that are not in receipt of any social security pension income

5.2.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

### 5.3 Specific provisions pertaining to SANS 1914-5

#### 5.3.1 Definitions

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

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**5.3.2 Contract participation goals**

- 5.3.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- 5.3.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

**5.3.3 Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

**5.3.4 Variations to SANS 1914-5**

- 5.3.4.1 The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- 5.3.4.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

**5.3.5 Training of targeted labour**

- 5.3.5.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 5.3.5.2 The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- 5.3.5.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email [cinderella.makunike@dpw.gov.za](mailto:cinderella.makunike@dpw.gov.za) Tel: 083 677 4026.
- 5.3.5.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- 5.3.5.5 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

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- 5.3.5.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 5.3.5.1 to 5.3.5.5 above.
  
  - 5.3.5.7 Proof of compliance with the requirements of 5.3.5.1 to 5.3.5.5 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

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PART C4: SITE INFORMATION

C4.1: LOCALITY PLAN

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C4.1: LOCALITY PLAN

Site Inspection

The bidder shall inform him/herself on the nature of the site and inspect the site.

The Municipality will consider a bid only if the site inspection and/or bidder’s meeting arranged by the Municipality has been attended by a representative who must;

- Be suitably qualified to comprehend the implications of the work involved and
- Be the bidder him/herself or a person in the direct employ of the bidder.

Site Locality

The project is located in Maquassi Hills Local Municipality within the District Municipality of Dr Kenneth Kaunda in the North West.

The Coordinates for the site are:

| Village | No. of HH | GPS Coordinates |
|---------|-----------|-----------------|
|         |           |                 |
|         |           |                 |
|         |           |                 |
|         |           |                 |
|         |           |                 |
|         |           |                 |

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**SITE LOCATION**

## INSTALLATION OF 26 HIGH MAST LIGHTS

**Annexure A****GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT****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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## INSTALLATION OF 26 HIGH MAST LIGHTS

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**General Conditions of Contract**

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**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.

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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.

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| <b>2. Application</b>  | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>   |
| <b>3. General</b>  | <p>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.</p> <p>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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>  |
| <b>4. Standards</b>  | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>  |
| <b>5. Use of contract documents and information; inspection.</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| <b>6. Patent rights</b>  | <p>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.</p>   |
| <b>7. Performance security</b>                                   | <p>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.</p>   |

**INSTALLATION OF 26 HIGH MAST LIGHTS****8. Inspections,  
tests and  
analyses**

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- 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.
- 8.1 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

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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

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- (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.

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| <b>16. Payment</b>                              | 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.   |
|   |   |
| <b>17. Prices</b>                               | 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.   |
|   |   |
| <b>18. Contract amendments</b>                  | 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.  |
|   |   |
| <b>19. Assignment</b>                           | 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.  |
|   |   |
| <b>20. Subcontracts</b>                         | 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.  |
|   |   |
| <b>21. Delays in the supplier's performance</b> | 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.  |
|   |   |



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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

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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,

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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

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|   |                       | (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.   |
| <b>29. Governing language</b>                 |                       | 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.   |
| <b>30. Applicable law</b>                     |                       | 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.  |
| <b>31. Notices</b>                            |                       | 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<br><br>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.  |
| <b>32. Taxes and duties</b>                   |                       | 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.<br><br>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.<br><br>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. |
| <b>33. Industrial Participation Programme</b> | <b>National (NIP)</b> | 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.  |

General Conditions of Contract (revised February 2008)

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