



**RATLOU
LOCAL MUNICIPALITY**

2023 -11- 2 3

**SUPPLY CHAIN MANAGEMENT
RECEIVED**

PROJECT NO: NW381/TECH08/2023/2024

**APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF LED HIGH
MAST LIGHTS IN MADIBOGO (WARD 12)**

CIDB GRADING: 4EP OR 3EP OR HIGHER

NAME OF TENDERER	
CRS NUMBER	
CSD MAAA NO.	
TENDER AMOUNT (VAT INCLUSIVE) (FIGURES)	R.....
TENDER AMOUNT (WORDS)	



EXPANDED PUBLIC WORKS PROGRAMME

Prepared for: Ratlou Local Municipality Private Bag x 209 Madibogo 2772 Tel: (018) 330 7000 Email: info@ratlou.gov.za	Prepared by: Arrowpoint Consulting (Pty) Ltd Shop No. 5, NWDC Small Industries Montshiwa 2737 Cellphone No.: 0646890012 Email: info@arrowpointconsulting.co.za
CLOSING DATE & TIME: 08 DECEMBER 2023 @ 11H00 PRICE OF TENDER DOCUMENT: R 1 000.00	

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN
MADIBOGO (WARD 12)**

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN
MADIBOGO (WARD 12)**

SCHEDULE OF DOCUMENTS

The Tender Documents for this Contract comprises of the following:

THE TENDER

T1: Tendering procedures

- T1.1. Tender Notice and Invitation to Tender
- T1.2. Tender Data
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T2: Returnable documents

- T2.1 List of Returnable Documents

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C1: Agreement and Contract Data

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Schedule of Deviations

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- Part 1: Data provided by the Employer
- Part 2: Data provided by the Service Provider

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1: TENDERING PROCEDURES



RATLOU LOCAL MUNICIPALITY

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

Ratlou Local Municipality invites suitable service providers to bid for the goods and/ or services listed hereunder. Preferential Procurement Policy Framework Act No.5 of 2000: Preferential Procurement Regulations 2017 and Supply Chain Management Policy of Ratlou Local Municipality will apply in the adjudication process. Thereafter by using a system that awards points on the basis of 80 points for proposal price and 20 points for status level B-BBEE. Original or certified copy of B-BBEE Certificate must be submitted.

BID NUMBER:	DESCRIPTION GOODS/SERVICES	OF BID AVAILABLE FROM	DOCUMENT PRICE	COMPULSORY TENDER BRIEFING	EVALUATION CRITERIA	CIDB Grading	TIME: DATE	CLOSING ENQUIRIES:
NW381/TECH01/ 2023/2024	INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)	23 NOV 2023	R1000	N/A	Functionality 80/20 80=Price 20= B-BBEE Status level	4 EP / 3 EP PE or Higher	08 Dec 2023 @ 11h00	SCM Enquiries: Mr. Frans Lekoto Technical Enquiries: Mr. Kaone Mpa

Firstly, the assessment of functionality will be done in terms of the evaluation criteria, a bidder who scores less than 70 out of 100 for functionality will be regarded as submitted a non-responsive bid and will be disqualified.

Bidders who do not submit B-BBEE Status T Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will **not** be disqualified from the bidding process. They will score points out of 80 for price only and **zero** points out of 20 for B-BBEE Price should be VAT Inclusive. A valid original Tax Clearance Certificate, certified identification copy or company registration certificate and current municipal account (not older than 90 days) / lease agreement must be attached. Failure to attach the requested documents or incomplete proposal document will result in a bid being non-responsive.

APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

Proposal duly endorsed “APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO WARD 12 (NW381/TECH08/2023/2024)” must be placed in the tender box situated at the Reception Foyer, on or before 08 December 2023 at 11:00 am at the Ratlou Local Municipality situated at Setlagole Village, Delareyville Road, Madibogo or could be posted to the under mentioned address to be received before the closing date and more information can be obtained from the contact person as specified above.

Collection of bid documents: Tender documents are obtained on payment of a non-refundable fee of R1000 as from 23rd November 2023 and can be collected from the Ratlou Local Municipality, Revenue between 08:00-16h30 Monday to Friday.

No documents will be issued on weekends and public holidays

Proposals received after closing date and time, faxed, completed with pencil, tipex, incomplete document or e- mailed will not be considered. The Council reserves the right to accept any proposal or part thereof and does not bind itself to accept the lowest or any proposal and not to consider any proposals not suitably endorsed or comprehensively completed. Proposals completed in pencil will be regarded as invalid proposal. Proposal should be valid for a period of not less than ninety (90) days. Appraisal of submissions will be done according to the Council’s Procurement Policy. **Council reserve the right not to appoint.**

If you do not hear from us within 90 days after the closing date, please consider your tender unsuccessful.

MR L. LEOKO
MUNICIPAL MANAGER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 10 LED HIGH MAST
LIGHTS IN MADIBOGO WARD 12**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB for Uniformity in Construction Procurement. (Available on www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this **APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 10 LED HIGH MAST LIGHTS IN MADIBOGO WARD 12**

Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

CLAUSE NUMBER	
	The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals. Each item of data given below is cross-referenced to the relevant clause in the above-mentioned Standard Conditions of Tender
1.1	The employer is the Ratlou Local Municipality
1.2	The single volume approach is adopted for this contract. The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN
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CLAUSE NUMBER	
	document back to the Ratlou Local Municipality bound up as it was when it was received. The tender documents issued by the Employer comprise of the following: TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 – Standard Conditions of Tender Part T2: Returnable documents T2.1- List of returnable documents T2.2 - Returnable schedules CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing Schedule C2.1 Pricing Instructions C2.2 Priced fees and disbursements Part C3: Scope of work C3 Scope of work
1.4	The Employer's Agent is: Name: Kaone Mpa Position: PMU Address: Ratlou Local Municipality Private Bag X209 Madibogo 2772 Tel: 018-330-7000
1.5	Only those tenderers who satisfy the following eligibility criteria

Contractor

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Employer

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**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN
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	are eligible to submit tenders: 1. Tenderer has the managerial capacity, reliability and experience regarding the nature of the project
1.6	N/A
1.7	The closing time for submission of tender offers is as indicated in the tender notice
1.8	No alternative offers will be accepted
1.9	Additional copies of the tender offer will not be required
1.10	The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are:
1.11	Location of tender box: Ratlou Local Municipality Physical address: R507 Delareyville/Madibogo Road, Next to Setlagole Library, Setlagole, 2773 <u>Identification details:</u> As indicated in the tender notice
1.12	N/A
1.13	N/A
1.14	The tenderer is required to submit with his tender an <u>original</u> valid Tax Clearance Certificate issued by the South African Revenue Services
1.15	Tenders will be opened immediately after the closing time for tenders at the Ratlou Local Municipality 08 December 2023, 11h00
1.16	The procedure for the evaluation of responsive tenders is Functionality, Price and Specific Goal The total number of tender evaluation points for B-BBEE to may be claimed as indicated in MBD 6.1
1.17	Tender offers will only be accepted if: a) the tenderer's Tax Status is compliant as verified on the Central Supplier Database (CSD) b) CIDB Grading 4 EP/3 EP PE or Higher c) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;

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**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN
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CLAUSE NUMBER	
	d) the all directors of the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges e) Proof of Residence/Signed Lease Agreement of the tenderer/ all Directors f)the tenderer or any of its directors is not listed on the Register of Tender 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; and g) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given written notice to this effect. h) it is considered that the performance of the services will not be compromised through any conflict of interest.
1.18	The number of paper copies of the signed Contract to be provided by the Employer is one.

T1.3: STANDARD CONDITIONS OF TENDER

1 GENERAL

1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in **Clause 2** and **Clause 3**, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

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- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

1.2 **Tender Documents**

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

1.3 **Interpretation**

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the

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tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 The employer's right to accept or reject any tender offer

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

1.6 Procurement procedures

1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to **Clause 3.13**, be concluded with the tenderer who in terms of **Clause 3.11** is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 Competitive negotiation procedure

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of **Clause 3.4**, the employer shall announce only the names of the tenderers who make a submission. The requirements

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of **Clause 3.8** relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

- 1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of **Clause 2.17**, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- 1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- 1.6.2.4** The contract shall be awarded in accordance with the provisions of **Clause 3.11** and **Clause 3.13** after tenderers have been requested to submit their best and final offer.

1.6.3 **Proposal procedure using the two stage-system**

1.6.3.1 **Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

1.6.3.2 **Option 2**

1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

2 **TENDERER'S OBLIGATIONS**

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**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN
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2.1 Eligibility

2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.3 Check documents

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

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions.

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Details of the meeting(s) are stated in the tender data.

2.8 Seek clarification

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

2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 Pricing the tender offer

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.12 Alternative tender offers

2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

Contractor

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Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN
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2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 **Submitting a tender offer**

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

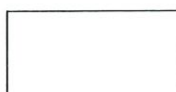
2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

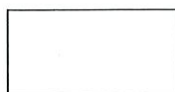
2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

2.15 Closing time

2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

2.16 Tender offer validity

2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: **Clause 2.17** does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

2.18 Provide other material

Contractor

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Employer

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**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN
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2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

2.19 **Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 **Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 **Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 **Return of other tender documents**

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

2.23 **Certificates**

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

3 **THE EMPLOYER'S UNDERTAKINGS**

3.1 **Respond to requests from the tenderer**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN
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3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

3.2 **Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents

3.3 **Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

3.4 **Opening of tender submissions**

3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

3.5 **Two-envelope system**

3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN
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tenderer whose technical proposal is opened.

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

3.6 **Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

3.7 **Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

3.8 **Test for responsiveness**

- 3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN
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3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

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

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

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

3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

3.11 Evaluation of Tender Offers

3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN
MADIBOGO (WARD 12)**

3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favorable to the least favorable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this Sub-clause is repeated.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

d) FUNCTIONALITY

Evaluation aspect	30 Points minimum requirement	10 Points minimum requirement	0 Points score
Financial Ability (Ability to Deliver) – previous audited financial statement or bank statement reflecting the amount for credit (not older than 3months) or bank letter the credit rating (amount to be reflected minimum Grade C)	More than R250 000.00	Between R249 999.00-R150 000.00	Less than 150 000.00
Evaluation aspect	40 Points minimum requirement	20 Points minimum requirement	0 Points score
Number of similar projects done Attach list of similar projects undertaken, contacts of clients and copies of letter of appointment letter/purchase order and completion certificates/Reference Letter	4x appointment letter and completion certificate or reference letter of the same project	2x appointment letter and completion certificate or reference letter of the same project	No attachment
Evaluation aspect	30 Points minimum requirement	10 Point minimum requirement	0 Points score
Project Manager - The contracts manager must possess a National Diploma in Civil/Electrical environment from a recognized institution with over three (3) years progressive experience. Three (3) of which must have been on High Mast Lights project	National Diploma in Civil/Electrical environment from a recognized institution And Demonstrate experience that highlights the particular field of specialisation and	National Diploma in Civil/Electrical environment from a recognized institution And Demonstrate experience that highlights the particular field of specialisation and expertise that is	No attachment Or Attachment does not meet minimum

APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

	expertise that is relevant to specific aspects of the project with 3 years progressive experience. Attach Curriculum Vitae (CV)	relevant to specific aspects of the project with 1-2 years progressive experience. Attach Curriculum Vitae (CV)	requirement
		NB: CIDB will be mandatory requirement on Responsive part	

A bidder who scores the minimum number of **70** points out of a maximum of **100** for functionality will qualify to be evaluated in term of the **80 /20** preference point system.

DESCRIPTION	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for price and B-BBEE must not exceed	100

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.11.6 Decimal places

Score financial offers, as relevant, to two decimal places.

3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

3.14 Prepare contract documents

3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

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

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO
(WARD 12)**

3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

3.16 Notice to unsuccessful tenderers

3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

3.19 Project Duration

The estimated project duration is 3month

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO
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T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- Schedule 1: Resolution of Board of Directors
- Schedule 2: Resolution of Board of Directors to enter into consortia or JV's
- Schedule 3: Special Resolution of Consortia or JV's
- Schedule 4: Schedule of proposed sub-contractors
- Schedule 5: Commitments of Tenderer
- Schedule 6: Record of Addenda to tender documents
- Schedule 7: Clarification Meeting Attendance Certificate
- Schedule 8: Compulsory enterprise questionnaire

2. COMPULSORY MUNICIPAL BID DOCUMENTATION

- MBD 4: Declaration of Interest
- MBD 6.1: Preference Certificate
- MBD 8: Declaration of bidder's past supply chain management practices
- MBD 9: Certificate of Independent Bid Determination

T2.2 RETURNABLE SCHEDULES

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO
(WARD 12)**

SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Ratlou Local Municipality in respect of the following project:

{insert title}

Bid / Tender Number: **{insert number}**

2. *Mr/Mrs/Ms:

in *his/her Capacity as: _____
Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO
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Note:

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

COMPANY STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO
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SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

2. to the to the Ratlou Local Municipality in respect of the following project:

{Insert title}

Bid / Tender Number: **{insert number}**

3. *Mr/Mrs/Ms:

in *his/her Capacity as: _____
(Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO
(WARD 12)**

4. The Enterprise accepts joint and several liabilities with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO
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Note:

1. * Delete
which is not
applicable

2. **NB.** This resolution
must be signed by
all the Directors /
Members /
Partners of the
Bidding Enterprise

3. Should the number
of Directors /
Members/Partners
exceed the space
available above,
additional names
and signatures
must be supplied
on a separate page

COMPANY STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO
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SCHEDULE 3:

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below:
(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

On _____ *(date)*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO
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RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Ratlou Local Municipality in respect of the following project:

{Insert title}.....

Bid / Tender Number: **{insert number}**.....

A. Mr/Mrs/Ms:

in *his/her Capacity as: _____

(Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

C. The Enterprises to the Consortium/Joint Venture accept joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO
(WARD 12)**

- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	NAME	CAPACITY	SIGNATURE

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO
(WARD 12)**

SCHEDULE 4

SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors 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 names of proposed sub-consultants 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. We agree we will not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

	Name and address of proposed sub-contractor	Nature and extent of work	Previous experience with sub-contractor

Name of representative Signature Capacity Date

Name of Organization: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

SCHEDULE 5

COMMITMENTS OF TENDERER

PARTICULARS OF COMMITMENTS WHICH THE TENDERER IS PRESENTLY ENGAGED WITH:

Current projects:

Project	Employer	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion

NB: Insert separate page if necessary

Name of Tenderer _____ Signature _____ Date _____

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

SCHEDULE 6

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Ratlou Local Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer

Signature

Date

I / We confirm that no communications were received from the Ratlou Local Municipality before the submission of this tender offer, amending the tender documents.

Name of Tenderer

Signature

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

SCHEDULE 7

CLARIFICATION MEETING ATTENDANCE CERTIFICATE

This is to certify that I, _____ representing
_____ in the company
of _____ attended the
clarification meeting on {insert date}

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

_____	_____	_____
Name of Tenderer	Signature	Date

_____	_____	_____
Name of Municipal Representative	Signature	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

SCHEDULE 8
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: 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 4: Particulars of companies and close corporations

Company registration number.....

Close corporation number.....

Tax reference number.....

Section 5: 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:

☐	A member of any municipal council	☐	A 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)
☐	A member of any provincial legislation	☐	A member of an accounting authority of any national or provincial public entity
☐	A member of the National Assembly or the National Council of Province	☐	A employee of Parliament or a provincial legislature
☐	A member of the board of directors of any municipal entity	☐	An official of any municipality or municipal entity

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

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	
		Current	Within last 12 months

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)**Section 6: Records of spouses, children and parents in the service of the state**

Indicate by making the relevant boxes with a cross, if any spouses, 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:

☐	A member of any municipal council	☐	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)
☐	A member of any provincial legislature	☐	A member of an accounting authority of any national or provincial public entity
☐	A member of the National Assembly or the National Council of Province.	☐	An employee of Parliament or a provincial legislature
☐	A member of the board of directors of any municipal entity	☐	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:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) 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 frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) 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: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

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

(a) a member of –

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

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

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

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

Full Name	Identity Number	State Employee Number

.....
Date

.....
Signature

.....
Capacity

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

1.2

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.4 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.

1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ \\ Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

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)	Means of Verification
Ratlou Local Municipality Jurisdiction of a Bidder		2			Proof of resident from the Municipality or Traditional Council (not older than three month from closing date) of a Bidder
Black Owned Business		10			ID Copies, CSD Report &/ or Original/Certified copy of BBBEE
50% or more owned Disability Business		2			Disability Verification Letter, CSD Report, ID Copy
50% or more owned Youth Business		2			ID copies, CSD Report
50% or more owned Women Business		4			ID Copies, CSD Report

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
tem	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____

that:

(Name of Bidder)

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

THE CONTRACT

1: AGREEMENTS AND CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER

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

.....
Bid / Tender Number: **TENDER No: NW381/TECH08/2023/2024**

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant 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 THE FOLLOWING:

..... Rand

(in words); R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature Block: Tenderer

Signature..... Date.....

Name.....

Capacity.....

Name of Organization.....

Address of Organization.....

Signature of witness..... Date.....

Name of witness.....

*** Bidders have to complete the offer total of price in words as well as in figures**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

FORM OF ACCEPTANCE

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

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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: Ratlou Local Municipality, Private Bag X209, Madibogo, 2772

Signature of witness..... Date.....

Name of witness.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

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 tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

- a) The Employer is the **Ratlou Local Municipality**
- b) The authorized and designated representative of the Employer: Municipal Manager
- c) The address for receipt of communications is:
Tel: 018-330-7000
Fax: 018-330-7000
E-mail: kaone@ratlou.gov.za
Address: Setlagole Village, R507 DelarayVille/Madibogo, Next Setlagole Library, Setlagole, 2773
- d) The Project is: **TENDER No: NW381/TECH08/2023/2024**
- e) The Period of Performance commences on the date of signature of the Form of Acceptance.
- f) The location for the performance of the Project is **Madibogo (Ward 12)**.
- g) The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- h) The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
 - a. Appointing Subcontractors for the performance of any part of the Services,
 - b. Appointing Key Persons or Personnel not listed by name in the Contract Data
- i) Copyright of documents prepared for the Project shall be vested with the Employer
- j) Interim settlement of disputes is to be by mediation
- k) Final settlement is by litigation
- l) In the event that the parties fail to agree on a mediator, the mediator is nominated by the National Treasury (NT)
- m) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

The Service Provider is:

Address: _____

Telephone: _____

Facsimile: _____

The authorized and designated representative of the Service Provider is:

Name: _____

The address for receipt of communications is:

Telephone: _____

Facsimile: _____

Email: _____

Address: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

6.1.1 SCOPE OF WORKS

The project consists of supply and installation of 10 X 30m LED High Masts in Madibogo (Ward 12) of Ratlou Local Municipality.

The scope of this tender shall include:

- Supply and delivery to site
- Casting foundations
- Assemble, erecting and installation
- Raising and lowering luminaire ring masts
- Installation of 8 X 200W LED Luminaires per Masts
- Internal Electrical Works and Electrical Certificate of Compliance
- Testing and commissioning of the automatic lifting system (Cold Commissioning)
- Eskom Connection
- Testing & Commissioning (Hot Commissioning)

6.1.2 LOCATION

All ten (10) High Mast lights will be installed in Madibogo (Ward 12) and ***exact location will be confirmed after the appointment of the Contractor in consultation with the relevant Ward Councilor.***

There are no registered street numbers and/or stand numbers available and therefore the GPS co-ordinates are recommended for locations of the Masts.

6.1.3 DETAILED SCOPE OF WORKS

The work to be executed under the contract will include the following:

- Supply and Delivery of High Masts Structures & Materials to Site
- Casting of Foundations according to Manufacturer's specifications, including Soil & Cube Testing
- Assemble and Erection
- Raising and lowering luminaire ring masts, each Mast Structure must be fitted with eight (8) LED luminaires of 200W. Manufacturer of Luminaires must provide 10 years Guarantee on the lights.
- Application to Eskom for supply point and connection onto the Eskom power grid (If required) and payment thereof
- Contractor's Electrical Work - Supply and installation of 16mm² x 4 Core Aluminium low voltage connections to each structure from Eskom supply point to high mast structure or by the Municipality.
- Testing and commissioning of high mast structures
- Employment of CLO and Local Labourers
- GPS co-ordinates of all the high mast positions
- Produce 3 X As-Build drawings of Hard copy and one (1) Soft Copy (CAD format)
- All the relevant test certificates and operation manuals and guarantees
- Handing over to Client (Ratlou Local Municipality)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

6.1.4 CONSTRUCTION METHODOLOGY AND QUALITY CONTROL

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Ratlou Local Municipality approval of such material must be gained before use thereof.

6.1.5 RECORD DRAWINGS

Ratlou Local Municipality must have avail some of the areas to compile Construction Drawings. Ratlou Local Municipality must source the balance of the CAD drawings to assist with the project planning and design

6.1.6 DESIGN

6.1.6.1 HIGH MAST EARTHING DESIGN

The earthing shall be carried out by a specialist. An SABS approved design for the earthing arrangement shall be submitted to the office by the Ratlou Local Municipality.

Prior to the commissioning of the masts, all earthing results (as tested by the specialist) shall be submitted to the office of the Ratlou Local Municipality.

During the commissioning of the masts the Ratlou Local Municipality may nominate the testing of the earthing systems on any of the masts to verify results.

6.1.6.1 STANDARDS

The mast design shall comply with the requirements of SABS 0160/1980 (General Procedures and loading to be adopted in the design of buildings) and SABS 0162/1984 (Structural use of Steelworks)

All equipment and material offered shall be of the best quality, comply with the requirements of the relevant SABS specifications, if published, otherwise with the relevant SABS specifications in force at the time of tendering.

Where equipment or material offered complies with the recognized standard of the country of manufacture and not specifically with the requirements of the clause above, such equipment or material will be considered at the discretion of the Ratlou Local Municipality. In this case tenderers shall state fully all respects in which the equipment or material offered, departs from the requirements of the clause above.

All work shall be carried out in a neat and orderly manner, in full compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and every other statutory or local regulation, to the satisfaction of the Ratlou Local Municipality.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.1.6.2 DELIVERY AND ERECTION

The transportation to site, offloading and erection of all masts form part of this contract.

The Service provider is to make his own arrangements regarding the selection of a suitable route and obtaining the approval of the relevant authorities to transport an abnormal load along the selected route.

Masts and/or sections of masts shall be transported in such a manner that the possibility of damage to mast finishes is minimized.

Masts shall be erected within 5 working days after its delivery to site, in order to minimize the obstruction of construction or other traffic and consequent possible damage to the mast. Masts awaiting erection shall be stored in the immediate vicinity of their foundations, in such locations as will minimize traffic obstruction.

After erection and alignment to the vertical of the masts, well rammed dry mortar shall be grouted into the space between the base flange and the plinth top and any damage to the paintwork on the masts shall be repaired to the approval of the Ratlou Local Municipality.

6.1.6.3 EARTHING OF HIGH MASTS

All earthing and bonding shall be carried out in accordance with the Standard Code of Practice for the Wiring of Premises, as issued by the SABS.

At each mast, the earth cable of incoming and outgoing cable's, the cable glands and earth studs shall be connected together by means of stranded flexible copper conductors, using terminal lugs crimped on or soldered to, the ends of the conductor.

Two separate stainless steel earthing terminals, of suitable diameter, shall be brazed or welded to the mast at a convenient point within the base compartment, for connection to the earthing system.

A 1200mm high lightning conductor spike shall be fitted to the mast top and connected to one of the above-mentioned earth terminals by means of 70mm² stranded or solid copper conductor. The neutral conductor shall not be connected to the earth conductor.

Supply and install, as part of this contract, two earthing rods next to each mast. These two rods shall be connected to the mast earth terminal by means of 2 separate 70mm² copper conductors.

The tenderer shall allow in the Bill of Quantities for the determination of soil resistivity at each mast position before the start of any construction. If the earthing resistance at each mast is greater than 10ohms after the installation of the above-mentioned two earthing rods, the Ratlou Local Municipality will instruct the service provider to install more earthing rods / earth mats and earth conductors at unit prices as set out in the Bill of Quantities. The service provider shall determine the soil resistivity in the presence of the Ratlou Local Municipality.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

6.1.6.4 RODS

Rods shall be of stainless steel or shall have a steel core with copper cladding of at least 0,25mm² thickness, applied by the molten welded process, to form a microscopic crystalline copper-steel alloy between the two metals, as to ensure that abrasion or bending, during driving, will not damage the outer copper skin. Rods shall be 1,2m in length with provision for screwing together to form a mechanically and electrically continuous rod.

The joint between the extensible rods shall not permit the ingress of moisture. The coupling shall be of a material that will inhibit electrolytic action between the coupling and the copper skin on the rod.

The total length of each rod shall be at least 1,2m.

Rods shall be driven into the soil in a professional manner that will ensure that no unnecessary vibrations are set up. The manufacturer's recommended rod driving practice shall be closely followed.

The top of the rod after installation shall be at least 500mm below surface level. The rod shall be connected by means of the special clamp supplied by the rod manufacturer, to the earth terminal inside the mast, using a 70mm² bare copper conductor run through the sleeve leading to the mast interior.

At the base and at the top of the mast, an M12 stainless steel or brass stud shall be welded or brazed to the main body of the mast in a readily accessible position. The luminaires shall be individually bonded to earth terminals in the junction box at the mast head (for more than two luminaires), which terminals shall, in turn, be bonded to the earth stud on the mast body by means of a 10,0mm² green insulated cable.

6.1.6.5 PHOTOMETRIC PERFORMANCE OF HIGHMAST

Luminaires shall be symmetrically distributed around the circumference of the mast head assembly, in single tier formation.

The number of luminaires per mast shall be eight (8) of 200W LED.

The luminaires on each mast shall, in the absence of any contribution from other light sources, produce the following photometric results based on new, clean luminaires (i.e. Maintenance Factor = 1), and new lamps, operated at rated voltage, after 100 burning hours (Lamp Lumen Depreciation Factor = 1) and at an ambient site temperature between 15°C and 25°C and with a reasonably clean atmosphere.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

BASIC PARAMETERS

X: Co-ordinate in x-direction
Y: Co-ordinate in y-direction perpendicular to x- direction
Mast location $x = 0, y = 0$
Luminaire mounting height: 30,0m
Aiming angle of main beam to the vertical: Maximum 75 - 80 as required
Required Results: Minimum illuminance Values, per typical quadrant

MINIMUM ILLUMINANCE VALUE IN LUX (Hor. Plane)

Co-ordinates		Illuminance
x	y	Lux
150	15	1.4
	0	

The above figure refers to one quadrant and 360° values shall be essentially similar, to yield a symmetrical pattern over a circle with radius of 150m.

NOTE:

In the adjudication of tender, the extent to which the offer complies with the above data or improved there-on, will be taken into account.

REQUIRED RESULTS: Diversity

The diversity between the highest and lowest illuminance values within a circle of 300m diameter concentric around the mast shall not exceed 20.

Measurements shall be taken with a high-class cosine-corrected instrument, at natural ground level.

6.1.6.6 PHOTOCELL SWITCH UNIT FOR HIGH MASTS

At the mast head, in a position shielded from direct or reflected light emitted by the floodlights, a photocell daylight switch unit shall be provided and connected to control the contactor.

The unit shall be shielded from lightning discharge currents and it is therefore required that the unit shall be mounted under the canopy, facing west. In order to minimize the effect of operation from reflected light under misty conditions, the photocell shall be mounted inside a solid metal type casing suitably screened to prevent the ingress of birds, large insects, etc. The photo-electric

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

cell shall switch "ON" when daylight drops to approximately 40lux and shall switch "OFF" at approximately 80lux. The photo-electric cell shall have a time delay of not less than 30 seconds. The photocell will be of the "THERMAL" photo-electric type and must be suitable for all standard lux settings.

The photocell will be supplied with a standard NEMA socket complete with gasket.

The photocell will have a universal cell orientation to assure optimum efficiency. **The photocell will carry a minimum 2 year guarantee under normal operating conditions.**

The photo-electric cells shall be completely waterproof and shall be of robust construction. The material of the cover shall not crack, deform or deteriorate in any way whatsoever and shall be colour fast in all weather conditions.

Samples of photo-electric cells shall be submitted to the Ratlou Local Municipality for approval prior to the ordering thereof.

6.1.6.7 FOUNDATIONS AND CONSTRUCTION OF MASTS

The following must be done or supplied by the service provider:

- Grouting the gap between the mast base plate and the foundation plinths;
- Certificate from manufacturer of mast;
- Certificate for the concrete of mast (at least 3 test cube results);
- Soil test certificates;
- Certificate of compliance;
- Operating and maintenance instructions.
- Special door lock to prevent vandalism and entry by others.

6.1.7 LUMINAIRE SPECIFICATIONS.

A sample of all luminaires offered by a manufacturer shall be submitted to the Ratlou Local Municipality for approval. This sample shall be submitted before the tender closing date to the office of the Ratlou Local Municipality. The sample of the successful manufacturer would remain in the possession of the Ratlou Local Municipality until the completion of the project.

SANS 60598-2-5 safety mark.

IP66 or better in compliance with SANS 60598-2-5 for both the lamp and gear compartments.

The IP rating must be certified by an SABS test report and must be submitted with the tender document.

The housing shall be robustly constructed, weatherproof, hail proof, corrosion proof and vandal resistant. It shall be manufactured from LM6 **high pressure** die-cast aluminium.

Contractor

Witness 1

Witness 2

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Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

The front glass covering the lamp compartment shall be heat and impact resistant, held to the lamp housing by stainless steel clamps and sealed by an extruded heat resistant silicon gasket.

The reflector system shall be manufactured from 99,98% super-pure anodized aluminium and consist of the back reflector and two side reflectors. The luminaire shall be available in an asymmetrical narrow beam distribution.

Lamp replacement shall ONLY be facilitated from the side by a high-pressure die cast aluminium lampholder housing. It shall be sealed with a one-piece silicon gasket and shall be held to the floodlight with two stainless steel screws.

The control gear compartment shall be manufactured from high-pressure LM6 die-cast aluminium for good heat dissipation.

All internal wiring shall be Teflon coated with protective sleeving to prevent damage by possible abrasion.

The luminaire shall be power factor corrected to a minimum of 0,9.

It shall consist of a lid and body that seals the control gear compartment to an IP65 ingress protection rating when closed. The control gear compartment shall be attached to the stirrup.

The lamp holder shall comply with VC 8011, shall be rated to withstand 240°C/5kV.

The control gear shall be incorporated inside the control gear compartment and shall be mounted on a removable gear tray.

It shall be suitable for operation with the 200W LED Luminaire on a 230V +3%/-10% 50Hz single phase system.

The stirrup shall be manufactured from hot dipped galvanized steel. Holes shall be provided for mounting purposes.

The following documentation should be supplied and the check list completed –

1. SANS 60598-2-5 certification
2. SANS certification of IP rating
3. Manufacturers ISO 9001-2000 certification
4. Illuminance calculation based on triangular spacing, proving that the illumination level, based on a maintenance factor of 0.75, does not drop at any point, below 1Lux.

Item	Statement	Tenderer Input
1	Manufacturer of luminaire	
2	Complying triangular mast design submitted	YES / NO
3	SANS 60598-2-5 submitted	YES / NO

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

4	ISO 9001-2000 certification of luminaire manufacturer submitted	YES / NO
5	IP rating certification submitted	YES / NO
6	All internal wiring Teflon coated	YES / NO
7	Lamp replacement from side of luminaire and holder is secured with stainless steel screws	YES / NO
8	Lamp compartment LM6 high pressure die-cast aluminium	YES / NO
9	Gear compartment LM6 high pressure die-cast aluminium	YES / NO
10	Power factor corrected to a minimum of 0,9	YES / NO

Performance Calculation –

A – Mast spacing as calculated on complying triangular spacing calculation

B – Estimated cost of installed mast including electrification

C – 10 000m - Straight line distance based on small to medium project number of masts

D – Unit cost of floodlights X by number of floodlights per mast

A - _____

B – xxxxxxxxxxxxxx – Ratlou Local Municipality discretion

D - _____

Scheme Price calculation

$C/A * (B+D) =$ _____

6.1.8 LOW TENSION SUPPLY TO THE MASTS.

The masts distribution board shall be connected to the nearest transformer or electrical power line as indicated in the table Part C.4 with 16mm², 4 core, Cu PVC SWA PVC 600/1000V SABS 150/1970 cables. Stranded copper conductor of size 10 sq.mm shall be laid with the 4 core Cu cable in the same trench.

The service provider will install a 3CR12 meter kiosk complete against the transformer/electrical pole that will supply the high mast. This meter kiosk will be complete with a 80A, 5kA, triple pole breaker and SABS approved three phase kWh meter. The cable against the pole will be protected with a galvanized kicker pipe from the meter kiosk up to 500mm below ground level.

The service provider has to make his own arrangements with the Municipality for suitable dates on the connection of the low voltage cable to the network.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

The electrical distribution board of the high mast will contain the following:

- 1 x Triple pole Isolator;
- 1 x Triple pole Contactor;
- 1 x Single pole MCB's;
- 1 x Bypass switch;
- 1 x 5A Single pole MCB;
- Neutral and Earth Bars;
- Socket and switch for winch.

Service providers must take care not to damage water pipes and other services, during excavation for the laying of the LV cables and the foundations for high mast lights. The service provider and municipality shall determine the exact route of the LV cables before the commencement of the trenches.

Low voltage cable will be installed at a depth of 800mm on a 75mm bed of river sand. The low voltage cable will be covered with a 75mm layer of river sand before the closing up of trenches with acceptable soil. Danger tape will be installed at a depth of 300mm from final ground level.

6.1.9 CLASSIFICATION FOR EXCAVATION PURPOSES

The Service provider will use manual labour as far as possible to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. Ratlou Local Municipality will decide on the classification of the materials. The classification will be based on inspection of the material to be excavated and on the criteria given below. Ratlou Local Municipality's decision shall, subject to the relevant provisions of the contract, be final and binding.

The excavation of material will be classified as follows for purposes of measurement and payment:

Soft excavation - Soft excavation shall be excavation in material that can be efficiently removed by a back-acting excavator of flywheel power approximately 0,10kW per millimeter of tined-bucket width, without the assistance of pneumatic tools such as paving breakers, or that can be efficiently loaded, without prior ripping or stockpiling, by a rubber tyre type front-end loader of mass approximately 15 t and flywheel power approximately 100kW.

Intermediate excavation - Intermediate excavation shall be excavation in material that requires a back-acting excavator of flywheel power exceeding 0,10kW per millimeter of tined-bucket width or the use of pneumatic tools before removal by loading equipment equivalent to that specified in "Soft excavation" above.

Hard rock excavation - Hard rock excavation shall be excavation in material that cannot be efficiently removed without blasting or without wedging and splitting before removal.

The tenderer must give a unit rate in the Bill of quantities for excavations of trenches and pole excavations as if a classification of Intermediate excavation is applicable.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

C2: PRICING SCHEDULE

C2.1: PRICING INSTRUCTIONS

- a) These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Pricing Schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.
- b) The Pricing Schedule shall be read with all the documents which form part of this Contract.
- c) The following words have the meaning hereby assigned to them:

Unit	The Unit of measurement for each item of work in terms of the Scope of Work.
Rate	The payment per unit of work at which the tenderer tenders to do the work.

- d) The rates to be inserted in the Pricing Schedule are to be full inclusive for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule.
- f) All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- h) Provisional Amounts shall only be expended on the specific instruction of the Employer.
- i) All prices and rates entered in the Pricing Schedule must be **inclusive of Value Added Tax (VAT)**.

Tenderers must take note that only suitably qualified, certified and authorized personnel for specialized work or any other specialized level of expertise that might be required for a task, as will be determined by Municipality, shall be allowed to work on such tasks, and failure to comply with the aforementioned, will result in administrative steps to be taken, which may lead to or result in cancellation of the contract.

Tenderers not delivering within the agreed upon time allocation, or do not comply to the time schedules as determined by Municipality, without a valid reason, will result in penalties steps to be taken, which may lead to or result in cancellation of the contract.

Municipality will not supply the material for the labour required on this tender, but tenderers must make provision in their pricing on the tender prices, for the smaller quantities of smaller

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

consumables, including but not limited to, screws and fisher plugs, bolts and nuts, lugs and ferrules, orange cable warning tape and barrier(chevron) tape, insulation tape, rags, saddles, etc.

Also note that all activities on this tender will take place in the Ratlou Local Municipal Area (Madibogo, Ward 12). All equipment must be collected from the Municipal Stores or Electrical Workshops as far as possible.

Tenderers may not, to suit the tenderer's needs, alter, modify, adjust, substitute or in any other way make changes to the material supplied for a project, without the written permission of the Senior Manager of the Electrical Department or his delegated official.

General Item Specifications applicable on most items

Undermentioned specifications shall be applicable and so tendered per item as per these specifications listed, within each of the Main items as indicated on the Pricing Schedule:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

C2.2 Activity Schedules / Schedules of Prices
BILL OF QUANTITIES

Item No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION 1 : P & G					
1	SITE ESTABLISHMENT	Sum	1		
	(a) Administration such insurance and cost of surety				
	SAFETY	Sum	1		
	(a) Complying with Occupation Health and Safety Act 85, 1993 (b) Appointment of Safety Officer (c) Compile and Health and Safety Plan (H & S Plan)				
	(d) PROVISIONAL AMOUNT: Community Liaison Officer (CLO) including 10% Handling Fees*	Provisional Sum	1	R20,000.00	R20,000.00
SECTION 1					
SECTION 2 INSTALLATION OF HIGHMASTS					
1. SETTING OUT OF WORK					
	Checking of surveyors pegs, bench marks etc. and marking out cable route and positions of equipment in conjunction with the electrical consultant.	Sum	1		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

	2. EXCAVATIONS Excavation, backfilling and compaction of cable trenches (0,45m wide x 0,8m deep) Cable will be installed 1m from stand boundary (this rate must include excavation of intermediate to hard rock, bedding and backfilling)	No.	10		
	3. HIGH MAST LIGHTING a) Supply, delivery and installation of the following equipment for the area light installation, complete with all bolts, nuts, washers, wiring, etc. for the complete installation. b) 30m High Mast pole structure to SABS 763 as specified complete with headframe and lighting carriage and complete with hoist cables and including Electrical c) Trailing cables, earthing of masts, wiring of luminaires, grouting, etc. including luminaires 200W LED luminaires complete with lamps d) Electrical Distribution Board complete as specified e) Hydraulic Power tool & Specific Winch for Mast type f) Test Lead to test lights when in the lowered position for maintenance purposes	No.	10		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

CONCRETE WORKS						
4. CONCRETE WORKS Excavation of High Mast foundation as specified. a) High Mast foundation excluding excavations, including concrete, reinforcing steel, bolts, nuts e.g. to a required strength of 25mPA b) Alternatively, If required - High Mast foundation strength of 35MPA will be required c) Cube tests (2 per mast - 1 x 14 days and 1 x 28 days) Physical proper barrier around each foundation. (Danger tape is not acceptable)	No.	10				
5. SUNDRIES a) Electrical certificate of compliance (One per mast) b) Certificate that the mast delivered is the same as this offer. (One per mast) c) Test and commissioning of the complete installation d) As-built Drawings, Complete with Datasheet and GPS co-ordinates of each Structure e) 1 x Complete sets of maintenance manuals	No.	10				
6. ESKOM CONECTION*	Provision Sum	1	SECTION 2			
					R550,000.00	R550,000.00

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 12)

SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT (RAND)
1	SECTION 1	
2	SECTION 2	
SUBTOTAL		
PLUS 10% CONTINGENCIES		
TOTAL EXCLUDING VAT		
15% VAT		
TOTAL INCLUDING VAT		
TOTAL CARRIED FORWARD TO FORM OF TENDER		

NB:

- a. The pricing shall be to the attached Bill of Quantities (BOQ).
- b. The Estimated Quantities are for evaluation purposes only.
- c. The appointment of Service Providers (s) shall be based on rates which will be negotiated with the successful bidders before entering into a Service Level Agreement with Council.
- d. The pricing shall include all materials and labour to complete a task.
- e. Items marked with an asterisk* are for evaluation purposes only.
- f. No equipment (tools) from Council are available, all shall be supplied by the Contractor

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DRAWINGS

1. Locality Maps (Madibogo)

2. Foundations Drawing



Contractor



Witness 1



Witness 2



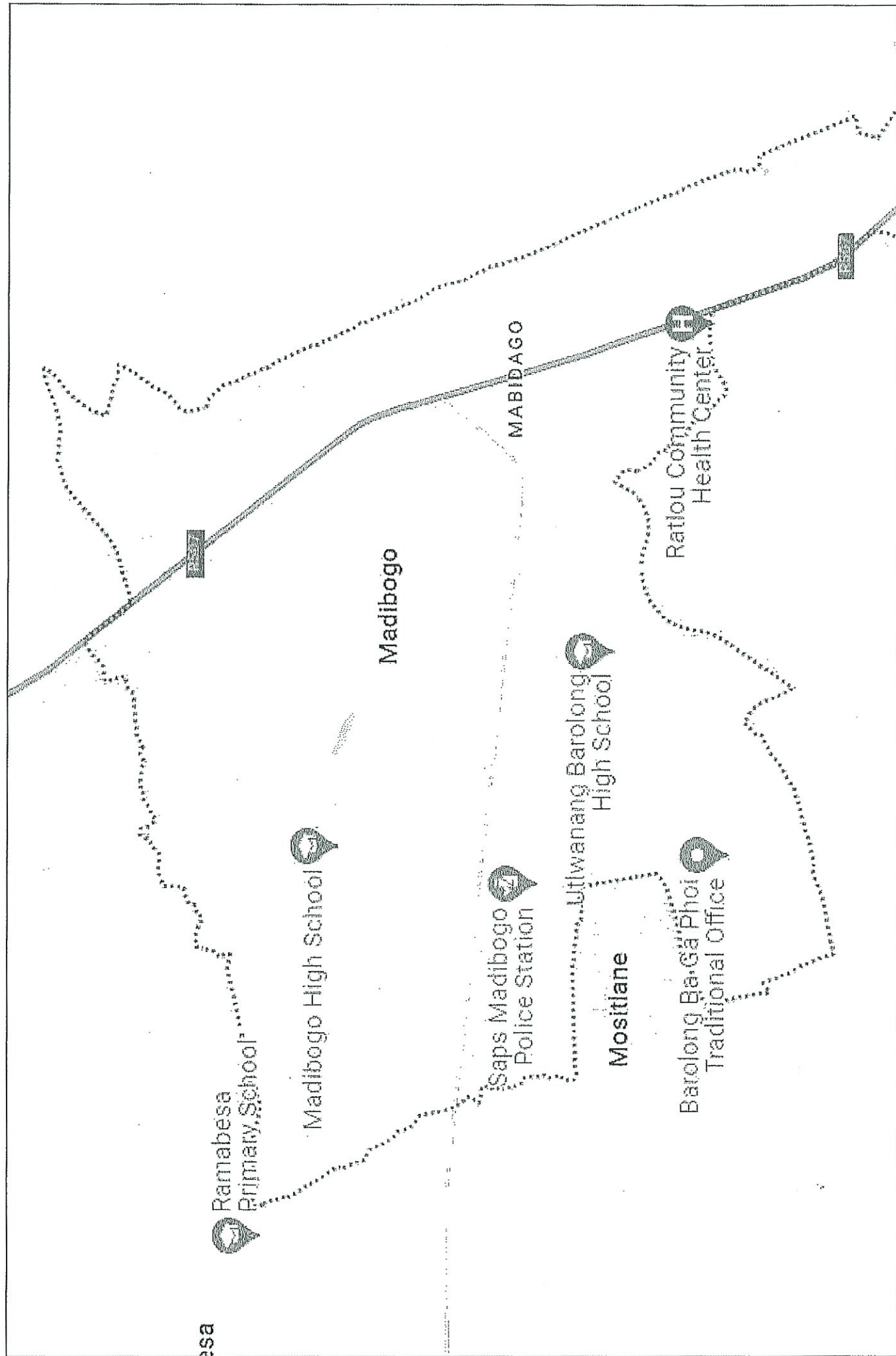
Employer



Witness 1

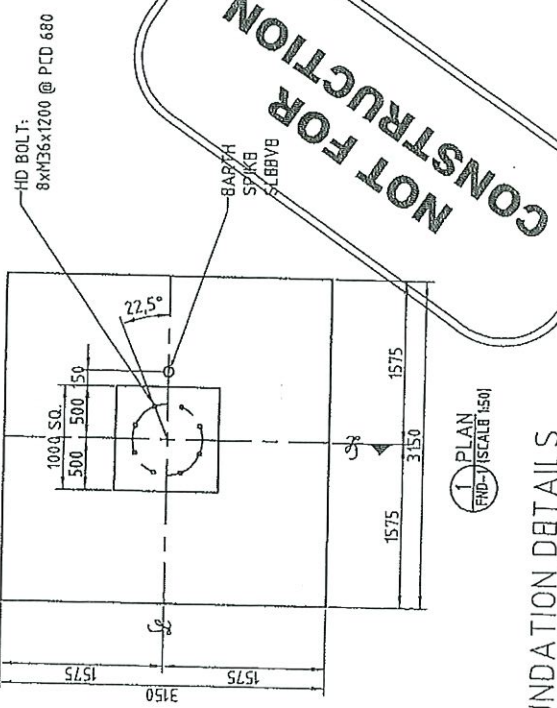


Witness 2



No.	Diam.	Total Length	A	B	C
1	B	M36	1200	1040	200
2	B	M36	1200	1040	250

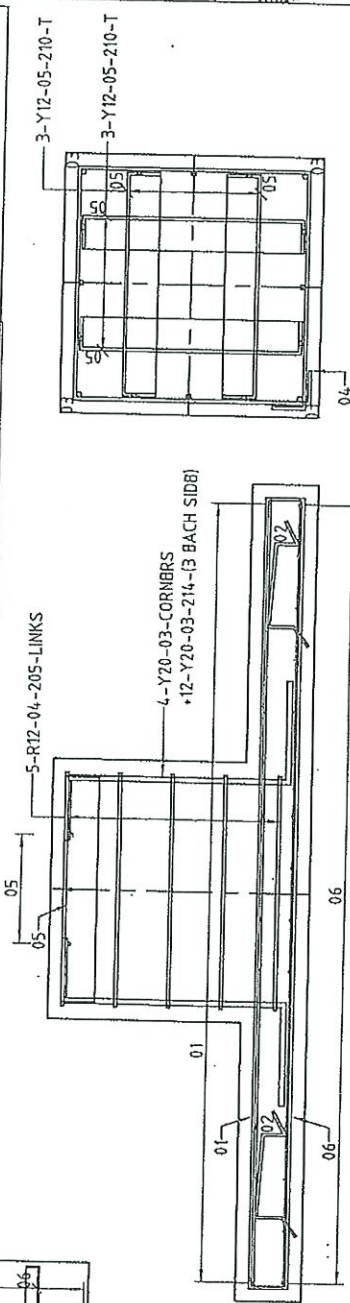
HD BOLT SCHEDULE



1 PLAN
FND-1 (SCALE 1:50)

FOUNDATION DETAILS

UNIT	MARK	NO. OFF	BAR TYPE Ø (mm)	NO. IN EACH	TOTAL	Length (mm) *	Shape Code	A**	B**	C**	D**	E** or F**
SLAB	1	01	Y10	32	32	3300	35	3050				
PLINTH	1	02	R10	17	17	850	33	300	110	200	200	
PLINTH	1	03	Y20	16	16	1425	54	400	870	250		
PLINTH	1	04	R12	5	5	3625	60	900	900			
PLINTH	1	05	Y12	6	6	1125	35	860				
SLAB	1	06	Y12	32	32	3300	35	3050				
R = Mid steel bars (250 MPa) to SABS 920 Y = High yield steel bars (450 MPa) to SABS 920 Z = Cold draw steel rod * Specified in multiples of 25mm ** Specified in multiples of 10mm This schedule complies with SABS 82												
TOTAL					101	12	16	20	25	Total		
MASS (kg)					Y	65.2	99.8	56.3	221.2			
					R	8.9	16.1	25.0	25.0			
					Total	74.1	115.9	0.0	56.3	0.0	246.2	



2A SECTION
FND-2 (SCALE 1:50)

FOUNDATION REINFORCEMENT

DESIGN REGIONAL WIND SPEED: 40m/s (144km/h).
TERRAIN CATEGORY: 2
SITE ALTITUDE: 1400m ASL
CLASS: B
FLAT PLATE AREA AT TOP: 1.2m²
ROTATIONAL LIMIT: 2°

REINFORCING COVER: 50mm
SOIL PRESSURE: 97.36kPa
MINIMUM VERTICAL LOAD: 188kN
SHEAR FORCE: 10.8kN
BENDING MOMENT: 17.7kNm
CONCRETE VOLUME: 3.23m³
EXCAVATION VOLUME: 7.9m³

GENERAL:
1) CONCRETE STRENGTH SHALL BE GRADE 25 OR HIGHER. THE CONTRACTOR SHALL CARRY OUT AND SUPPLY RESULTS OF 28 DAY CUBE TEST TO THE ENGINEER.
2) REINFORCING STEEL SHALL BE DEFORMED BAR WITH A MINIMUM YIELD STRENGTH OF 450 MPa AND SHAPED IN ACCORDANCE WITH SANS 282.
3) THE CONTRACTOR SHALL CARRY OUT SOIL TEST IN ORDER TO DETERMINE SOIL BEARING CAPACITY AS WELL AS SOIL CLASSIFICATION. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH THE RESULTS OF THESE TESTS FOR APPROVAL. NO CONCRETE MAY BE CAST BEFORE APPROVAL OF SOIL TEST BY THE ENGINEER. SOIL BEARING CAPACITY TO BE DETERMINED BY MEANS OF DYNAMIC CONE PENETROMETER TEST. SOIL CLASSIFICATION SHALL BE DONE ACCORDING TO SANS 1016.
4) ALL WORK CARRIED OUT BY THE CONTRACTOR SHALL BE IN ACCORDANCE WITH THE SANS 10100-2 CODE OF PRACTICE.
5) A CONSTRUCTION JOINT BETWEEN THE PLINTH AND SLAB IS ALLOWED PROVIDED THAT THE JOINT IS DONE IN ACCORDANCE WITH SANS 0100-2.

LEGEND:
ALT = ALTERNATE
ABR = ALTERNATE BAR REVERSE
B = BOTTOM
B1 = BOTTOM LOWER LAYER
B2 = BOTTOM UPPER LAYER
BW = BOTH WAYS
CF = INSIDE CORNER
EF = END FACE
NF = NEAR FACE
STG = STAGGERED
T = TOP
T1 = TOP UPPER LAYER
T2 = TOP LOWER LAYER

REV	DATE	DESCRIPTION	BY	CHECKED

REVISIONS
CONTRACTOR'S RESPONSIBILITY: THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE FOUNDATION. THE CONTRACTOR SHALL CARRY OUT AND SUPPLY RESULTS OF 28 DAY CUBE TEST TO THE ENGINEER. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH THE RESULTS OF THESE TESTS FOR APPROVAL. NO CONCRETE MAY BE CAST BEFORE APPROVAL OF SOIL TEST BY THE ENGINEER. SOIL BEARING CAPACITY TO BE DETERMINED BY MEANS OF DYNAMIC CONE PENETROMETER TEST. SOIL CLASSIFICATION SHALL BE DONE ACCORDING TO SANS 1016.

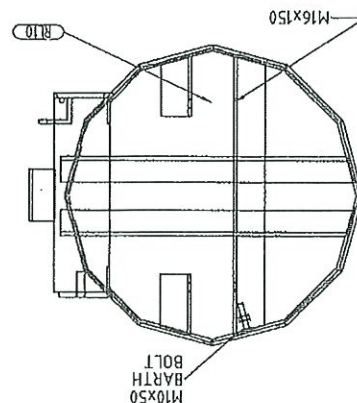
NOT FOR CONSTRUCTION

CONTRACTOR: LIGHTING STRUCTURES PROPS, VOLTEX
15 JOHNSON ROAD
P.O. BOX 1592
RIDGE, 1590
TEL: 011-461-4514 FAX: 011-461-1644
TITLE: STANDARD
30m RAILWAY PLANT
FOUNDATION DRAWING OPTION 1

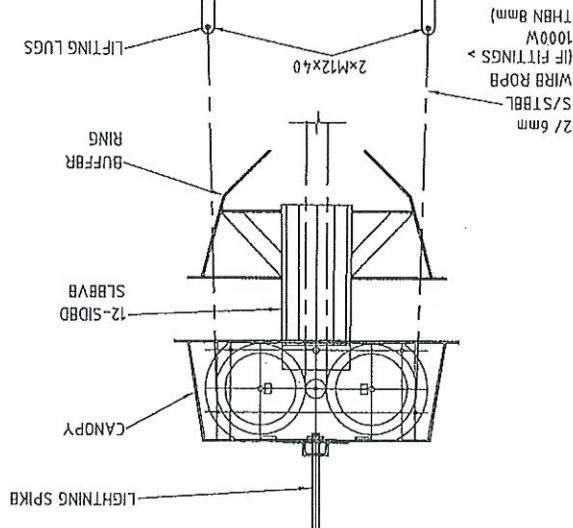
REV	DATE	DESCRIPTION	BY	CHECKED

30 000

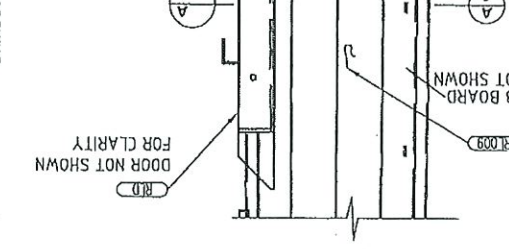
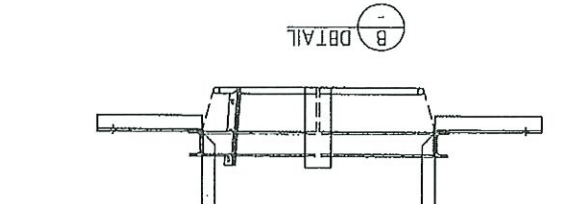
DETAIL B



SECTION A

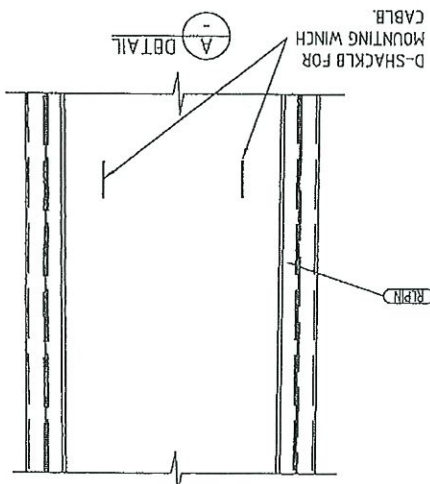
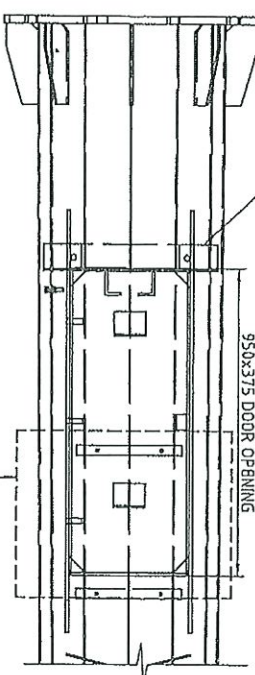


DETAIL B



SIDE VIEW

FRONT VIEW



CABLE

D-SHACKLE FOR
MOUNTING WINCH

RLPIN

SLBBVB

12-SIDED

BUFFER

RING

LIFTING LUGS

2xM12x40

THBN 8mm

WIRB ROPB

S/STBBL

2/ 6mm

(IF FITTINGS > 1000W

THBN 8mm)

DOOR NOT SHOWN

FOR CLARITY

TO BB COVERBD

WITH ONB

VANDAL PROOF COVER

M20 BOLT - FOR

ADJUSTING TENSION

IN STBBL ROPB

950x375 DOOR OPENING

DB BOARD

NOT SHOWN

RL009

1160

30m RAILLOW

GENERAL ARRANGEMENT

SUITABLE TO CARRY 9

LIGHT FITTINGS

SCALE: 1:20

DATE: 2025

DRAWING NO:

LS-RL-30m-ED-01

REV: 0

APPROVED

CHECKED

DESIGNED

CONTRACTOR

15 KENYAN ROAD

P.O. BOX 1002

TEL: +254 20 658 6555

FAX: +254 20 658 6555

MAILING STRUCTURES PROPS. VOTEX

PRELIMINARY DRAWING

FOR TENDER

PURPOSE ONLY

REVISIONS

REV DATE DESCRIPTION

0 2025 FIRST ISSUE

BY

DA

CHECKED

APPROVED

ALL STEELWORK TO BE HOT DIP GALVANIZED TO ISO. 1461.

MAINTENANCE

WELD SIZE SHOULD BE CONTINUOUS FILLET WELDS OF

THICKNESS EQUAL TO THE LEAST OF THE TWO PARENT

ALL WORK TO BE IN ACCORDANCE WITH LOCAL BY-LAWS.

WELD

NOT AVAILABLE IN S355 TO BE S235JR

3) MATERIAL

12mm ON MAST SHAFT LENGTHS.

2) TOLERANCE

±2mm ON DIMENSIONS, ±2mm ON DRILLING CENTRES.

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WORK TO FIGURED DIMENSIONS ONLY.

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