



TENDER REFERENCE: ROC 10-2023/24

TENDER TO APPOINT VARIOUS SERVICE PROVIDERS TO PERFORM MAINTENANCE WORK ON PUBLIC LIGHTING INFRASTRUCTURE IN THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD, ON AN AS AND WHEN REQUIRED BASIS.

VOLUME 1

A Tender for Category 3EP or higher CIDB Registered Contractors

ISSUED BY:	PREPARED BY:
The Divisional Head <u>Supply Chain Management Unit</u>	The Group Head <u>Regional Operations and Coordination</u>

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Contact Person:	CoT Vendor No (Where Applicable):
Tel. No:	E-Mail Address:
Cell No:	Fax No:

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

ROC 10-2023/24

CITY OF TSHWANE

REGIONAL OPERATIONS AND COORDINATION DEPARTMENT

TENDER TO APPOINT VARIOUS SERVICE PROVIDERS TO PERFORM MAINTENANCE WORK ON PUBLIC LIGHTING INFRASTRUCTURE IN THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD, ON AN AS AND WHEN REQUIRED BASIS

Tenders are hereby invited for the above services.

Tenderers should have a CIDB contractor grading designation of **3EP** or higher.

Tenders will be received until **27 February 2024**. Tenders will be received on the closing dates and times shown, must be enclosed in sealed envelopes, bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to:-

Tenders are hereby invited for the above work.

Tenders will be evaluated based on awarding points for price, equity ownership by historically disadvantaged persons in the enterprise and quality of the tenderer. The 90/10 Preference Point System will be applied to this tender.

COMPULSORY BRIEFING SESSION

Venue: Sammy Marks Council Chamber, 1st Floor, Sammy Marks Square, cnr Lilian Ngoyi and Madiba Street, Pretoria CBD

Date: 9 February 2024 at 11:30

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept any tender as a whole or in part or no tender.

Tenders must remain valid for a period of **90 days** after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

The closing time for receipt of tenders is **10h00 on 27 February 2024**. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Divisional Head, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at **Tshwane House, 320 Madiba Street, Pretoria, 0002**. Tenders will be opened at the latter address at the time indicated.

ENQUIRIES: **Employers Agent: Phuti Moloto**
Tel (Office): 012 358 0034)
E-Mail: phutimoloto@tshwane.gov.za

Supply chain enquiries:
Relebogile Malatswane
relebogilem@tshwane.gov.za
012 358 273

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.2

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER		TENDER DATA								
C.1.1	Actions	The Employer is City of Tshwane Metropolitan Municipality								
C.1.2	Tender Documents	Volume 1: <u>Tender Document</u> THE TENDER Part T1: Tendering Procedures T1.1 – Tender Notice and Invitation to Tender T1.2 – Tender data Part T2: Returnable documents T2.1 – List of returnable documents T2.2 – Returnable schedules THE CONTRACT Part C1: Agreements and contract data C1.1 – Form of offer and acceptance C1.2 – Contract data Part C3: Scope of work C3 – Scope of work ANNEXURES								
C.1.3	Interpretation	Add the following new clause:								
C.1.3.4		<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>								
C.1.4	Communication (Employer’s Agent(s))	<table><tr><td>Agent:</td><td>Phuthi Moloto</td></tr><tr><td>Tel:</td><td>012 358 0034</td></tr><tr><td>E-Mail:</td><td>phutimoloto@tshwane.gov.za</td></tr></table>	Agent:	Phuthi Moloto	Tel:	012 358 0034	E-Mail:	phutimoloto@tshwane.gov.za		
Agent:	Phuthi Moloto									
Tel:	012 358 0034									
E-Mail:	phutimoloto@tshwane.gov.za									
C.2.1	Eligibility	It is a mandatory requirement that tenderers must submit the following: i. Bidders must submit Compensation for Occupational Injuries and Diseases Act (COIDA) letter of good standing. Failure to submit COIDA letter of good standing shall disqualify the Bidder from further evaluation. ii. Bidders must submit proof of valid CIDB grading (3EP or higher). <table><tr><td>CIDB Grading</td><td>Maximum number of awardable depots</td></tr><tr><td>3 EP</td><td>1 depot area</td></tr><tr><td>4 EP</td><td>2 depot areas</td></tr><tr><td>5 EP or higher</td><td>3 depot areas</td></tr></table> • The tenderer must have already obtained the minimum required CIDB grade at the time of submitting the bid document.	CIDB Grading	Maximum number of awardable depots	3 EP	1 depot area	4 EP	2 depot areas	5 EP or higher	3 depot areas
CIDB Grading	Maximum number of awardable depots									
3 EP	1 depot area									
4 EP	2 depot areas									
5 EP or higher	3 depot areas									

CLAUSE NUMBER	TENDER DATA
	• The tenderers CIDB registration must be valid at the time of submitting the bid document and during the evaluation of the tender. • Proof of CIDB registration and grading must be submitted as part of mandatory requirements. Failure to submit proof of valid CIDB registration with 3EP or higher grading shall disqualify the Bidder from further evaluation. iii. Project Manager with National Diploma (N/T/S) or higher in Electrical Engineering and minimum two (2) years working experience after obtaining the National Diploma. Submit CV and certified copies of qualification/s. Form R.D.D.4 and R.D.D.5. iv. Technical Assistant with N4 Certificate or higher in Electrical Engineering and Trade Test Certificate as an Electrician, and minimum three (3) years working experience after obtaining N4 or higher in Electrical Engineering. Submit CV and certified copies of qualification/s. Form R.D.D.4 and R.D.D.5 v. Electrician with Trade Test Certificate as an Electrician and minimum two (2) years working experience after obtaining the Trade Test Certificate. Submit CVs and certified copies of qualifications and Trade Test Certificates. Form R.D.D.4 and R.D.D.5 vi. Construction Health and Safety Officer with registration with the South African Council for Projects and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer (CHSO) and minimum two (2) years working experience after registration as a CHSO. Submit CV and certified copies of qualification/s and SACPCMP registration certificate. Form R.D.D.4 and R.D.D.5 vii. Service provider must own or lease the following equipment: • 1 x TLB • 3 x Cherry Pickers • 1 x 8-ton or higher Crane Truck • 2 x 1-ton or higher Light Delivery Vehicles (LDVs) The service provider must complete RD.D.2 and attach Owner's Registration or Lease Agreements plus Lessor's Registration Documents for the above equipment. Failure to comply with the mandatory requirements shall disqualify the tenderer from further evaluation.
	Joint Ventures are eligible to submit tenders provided that: 1. every member of a joint venture is registered with the CIDB on the closing date of tender, 2. the lead partner has a contractor grading designation in the 2EP or higher class of construction work; and The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a 3EP or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

CLAUSE NUMBER	TENDER DATA
	Functionality score card: The following criteria and weights will be used and applied when bids are assessed for functionality: (a) The CoT reserves the right to contact references submitted by the bidder. (b) Bids that do not achieve a minimum score of 60 points (out of 100) for functionality will not be evaluated further and will not be considered further. Please note should any of the nominated staff be replaced, the successfully appointed service provider will be required to ensure that such replacements must have equivalent criteria as above and this need to be approved by the City of Tshwane.
C.2.2 Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
C.2.5 Reference Documents	Add the following: Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract: - The document <i>“Standard Specifications for Municipal Civil Engineering Works”, Third Edition, 2005</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. This document is obtainable free of charge on the website www.tshwane.gov.za. - The latest print version of <i>“NEC3 Engineering and Construction Contract”</i> as published by the <i>South African Institution of Civil Engineering</i>. The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.
C.2.7 Clarification meeting	The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender. Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to, and tenders received from those tendering entities appearing on the attendance register. Tender documents will not be made available at the clarification meeting
C.2.8 Seek clarification	Replace the clause with the following: <i>Request clarification of the tender documents, if necessary, by notifying the employer at least seven (7) working days before the closing time stated in the tender data.</i> The document is downloadable on the National Treasury website (www.etenders.gov.za) and City of Tshwane website (www.tshwane.gov.za)
C.2.9 Insurance	Add the following to the clause Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.12 Alternative offers	No alternative tender offers will be considered.

CLAUSE NUMBER	TENDER DATA
C.2.13 Submitting a tender offer C.2.13.3	- The tender offer shall be completed in non-erasable black ink - Any entry made by the tenderer in the document which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in non-erasable black ink and the full signature of the tenderer shall be placed next to the correction. Parts of each tender offer communicated on paper shall be submitted as an original tender Document Each tenderer is required to submit the <u>fully completed and signed</u> tender submission document, attached to the original tender submission documents, adequately identifiable as belonging to the tenderer.
C.2.13.4	Add the following to the clause <i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i> <i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i> <i>In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</i> <i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.</i> <i>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Tender.</i> <i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the joint venture together with a resolution by its members authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i> <u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u>
C.2.13.5	The identification details are: Tender Reference: ROC 10 2023/24 Tender Description: TENDER TO APPOINT VARIOUS SERVICE PROVIDERS TO PERFORM MAINTENANCE WORK ON PUBLIC LIGHTING INFRASTRUCTURE IN THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD, ON AN AS AND WHEN REQUIRED BASIS Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at: Supply Chain Management Tshwane House 320 Madiba Street Pretoria CBD 0002 Please note that the tender box is open 24 hours Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.

CLAUSE NUMBER	TENDER DATA												
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not</u> be accepted.												
C.2.13.10	Add the following sub- clause C.2.13.10: <i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i>												
C.2.14 Information and data to be completed in all respects	Add the following to the clause: <i>The Tenderer is required to enter information in the following sections of the document:</i> <table><tr><td>Section T2</td><td>:</td><td>Returnable Schedules</td></tr><tr><td>Section C1</td><td>:</td><td>Form of Offer and Acceptance</td></tr><tr><td>Section C1</td><td>:</td><td>Contract Data</td></tr><tr><td>Section C3</td><td>:</td><td>Price Schedule</td></tr></table> <i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i> <i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i> <i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i> <i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i> <i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i>	Section T2	:	Returnable Schedules	Section C1	:	Form of Offer and Acceptance	Section C1	:	Contract Data	Section C3	:	Price Schedule
Section T2	:	Returnable Schedules											
Section C1	:	Form of Offer and Acceptance											
Section C1	:	Contract Data											
Section C3	:	Price Schedule											
C.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.												
C.2.16 Tender offer validity	The tender offer validity period is 90 days . Add the following new clause												
C.2.16.5	<i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i>												
C.2.16.6	Add the following new clause: <i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the</i>												

CLAUSE NUMBER	TENDER DATA
	<i>tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</i>
C.2.18 Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 Inspections, tests and analysis	Add the following at the end of the clause: <i>....or upon written request.</i>
C.2.20 Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender proof of his Professional Indemnity Insurance.
C.2.23 Certificates	Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24 Canvassing and obtaining of additional information by tenderers	<i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Project Coordinator or Deputy Directors (Regional Project Managers)/ Employer's Agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i> <i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders</i>
C.2.25 Prohibitions on awards to persons in service of the state	Add the following new clause <i>The Employer is prohibited to award a tender to a person -</i> <i>who is in the service of the state; or</i> <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> In the service of the state means to be - <i>a member of:-</i> <i>any municipal council;</i> <i>any provincial legislature; or</i> <i>the National Assembly or the National Council of Provinces;</i> <i>a member of the board of directors of any municipal entity;</i> <i>an official of any municipality or municipal entity;</i> <i>an employee of any national or provincial department;</i> <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> <i>a member of the accounting authority of any national or provincial public entity; or</i> <i>an employee of Parliament or a provincial legislature.</i> In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed
C.2.26 Awards to close family members of persons in the service of the state	Add the following new clause <i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i> <i>the name of that person;</i> <i>the capacity in which that person is in the service of the state; and</i> <i>the amount of the award.</i>

CLAUSE NUMBER	TENDER DATA
	In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
C.2.27 Vendor registration	Add the following new clause <i>The contractor will be required to register as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i> <i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i> <i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from: https://www.tshwane.gov.za/sites/business/RegistrationofSuppliers/pages/registration-of-suppliers.aspx</i> <i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i>
C.2.28 Tax	Add the following new clause National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that: <i>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</i> <i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non-compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i> <i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i>
C.3.1 Respond to requests from the tenderer	
C.3.1.1	The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.
C.3.4 Opening of tender submissions	Upon request tenders will be opened immediately after the closing time for tenders. Bidders are also requested to refer to the City's website where their closing register will be published
C.3.11 Evaluation of tender offers	The tender will be evaluated in 4 stages namely: Stage 1: Administrative compliance Stage 2: Mandatory requirements Stage 3: Functionality Stage 4: Preference Points System
C.3.11.1 General	Method 2 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender Add the following new clause:

CLAUSE NUMBER	TENDER DATA		
	Stages of Evaluation		
	The following tender will be evaluated within the following stages: Stage 1: Administrative Compliance Stage 2: Mandatory Requirements Stage 3: Functionality Criteria Stage 4: Preferential Point System C3.13.1. STAGE 1: Administrative Compliance.		
	Failure to comply with the administrative requirements will disqualify the tender from further evaluation.		
	Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
	a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; ☐ A copy of their Tax Clearance Certificate (TCS); or ☐ Indicate their tax compliance status PIN.		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.
	b) a copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.
c) Confirmation that the bidding company's rates and taxes are up to date: • Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councilors confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?	
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not		Was a Municipal Account Statement(s) or landlord letter(s) provided for ALL the bidding company's (SA based) directors? The names and/or addresses of all directors on statement	

CLAUSE NUMBER	TENDER DATA		
	older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local Councillors confirming they are residing in that area		correspond with CIPC document? Are all payments up to date (i.e. not in arrears for more than 90 days?
	e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document. NB: Bidders must ensure that the directors, trustees, managers, principle shareholders, or stakeholders of this company declare any interest in any other related companies or business whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u>		All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorised (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no “Tippex” corrections, no pencil, no other colour ink, or none submission of the above, will be considered)?
	Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years. NB: The bidder must submit signed audited annual financial statements for the most recent 3 years, or if established for a shorter period, submit audited.		Applicable for tenders above R10m in conjunction with MBD 5) Are Audited financial statements provided (Audited financials must be signed by auditor)? Or

CLAUSE NUMBER	TENDER DATA		
	annual financial statements from date of establishment. If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit Proof that the bidder is not required by law to prepare Audited financial statements.		
	f) Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture) • Where the bidder bid as a Joint Ventures (JV), the required or relevant documents as per (a) to I above must be provided for all JV parties. • In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. • Note: It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from The City.		If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to e) must be provided for all partners of the JV.
	Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder. Bidders will be disqualified should they fail to attend compulsory briefing session
	Pricing schedule (All items must be quoted for in pricing schedule and if not all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.

CLAUSE NUMBER	TENDER DATA													
			Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.											
	C3.13.2. STAGE 2: Mandatory requirements (This process is preceded by administrative evaluation):													
	Below are the items that will be used for technical evaluation. Bidders are required to submit a valid CIDB certificate for the following depot													
	<table><tr><td>CIDB Grading</td><td>Maximum number of awardable depots</td></tr><tr><td>3 EP</td><td>1 depot area</td></tr><tr><td>4 EP</td><td>2 depot areas</td></tr><tr><td>5 EP or higher</td><td>3 depot areas</td></tr></table>			CIDB Grading	Maximum number of awardable depots	3 EP	1 depot area	4 EP	2 depot areas	5 EP or higher	3 depot areas			
	CIDB Grading	Maximum number of awardable depots												
	3 EP	1 depot area												
	4 EP	2 depot areas												
	5 EP or higher	3 depot areas												
	i. Contractors must submit proof the required vehicles to execute the works as per FORM RD.D.2. Any of the following shall be accepted as proof:													
	<table><tr><td>1</td><td>TLB</td><td>Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease</td></tr><tr><td>2</td><td>Cherry Picker</td><td>Certified copies of vehicle registration certificates and or agreements to lease</td></tr><tr><td>3</td><td>8 Tonne Crane Truck</td><td>Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease</td></tr><tr><td>4</td><td>1 Ton Light Delivery Vehicle (LDV)</td><td>Certified copies of vehicle registration certificates and or agreements to lease</td></tr></table>			1	TLB	Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease	2	Cherry Picker	Certified copies of vehicle registration certificates and or agreements to lease	3	8 Tonne Crane Truck	Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease	4	1 Ton Light Delivery Vehicle (LDV)
1	TLB	Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease												
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3	8 Tonne Crane Truck	Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease												
4	1 Ton Light Delivery Vehicle (LDV)	Certified copies of vehicle registration certificates and or agreements to lease												
1. Proof of ownership for vehicles to be used.														
OR														
2. Letter of undertaking (from the owner of the vehicles) to lease vehicles or lease agreement.														
OR														
3. A letter of support from financial institution undertaking to provide funding for the required vehicles.														
ii. Contractors must submit Compensation for Occupational Injuries and Diseases Act (COIDA) letter of good standing. Failure to submit COIDA letter of good standing shall disqualify the Contractor from further evaluation.														
iii. Contractors must submit Curricula Vitae (CVs) and certified copies of Qualifications of the following key staff.														
1. Project Manager (National Diploma (N/T/S) or higher in Electrical Engineering)														
2. Technical Assistant (N4 Certificate or higher in Electrical Engineering and Trade Test Certificate as an Electrician)														
3. Electrician (Trade Test Certificate as an Electrician)														

CLAUSE NUMBER	TENDER DATA																							
	4. Construction Health and Safety Officer (Registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer (CHSO)) Failure to submit any of the documents shall disqualify the contractor from further evaluation. C3.13.3. Phase 3: Functionality The following criteria and weights will be applied when bids are assessed for Phase 3: Functionality: <table><tr><th>#</th><th>CRITERIA</th><th>SUB-CRITER</th><th>SCALE</th><th>WEIGHT</th><th>HIGH POSSIBLE SCORE</th></tr><tr><td rowspan="4">1</td><td rowspan="4">Relevant Experience of Company: i.e., Maintenance of Low Voltage (LV) electricity distribution and/or public lighting infrastructure. (Years of relevant experience). Copy(s) of appointment letters and completion certificates or testimonial letters from contactable clients to be attached. Failure to submit will result in zero score allocated.</td><td>1 up to 3 years</td><td>1</td><td rowspan="4">10</td><td rowspan="4">40</td></tr><tr><td>>3 up to 6 year</td><td>2</td></tr><tr><td>>6 up to 9 year</td><td>3</td></tr><tr><td>>9 years</td><td>4</td></tr></table>						#	CRITERIA	SUB-CRITER	SCALE	WEIGHT	HIGH POSSIBLE SCORE	1	Relevant Experience of Company: i.e., Maintenance of Low Voltage (LV) electricity distribution and/or public lighting infrastructure. (Years of relevant experience). Copy(s) of appointment letters and completion certificates or testimonial letters from contactable clients to be attached. Failure to submit will result in zero score allocated.	1 up to 3 years	1	10	40	>3 up to 6 year	2	>6 up to 9 year	3	>9 years	4
#	CRITERIA	SUB-CRITER	SCALE	WEIGHT	HIGH POSSIBLE SCORE																			
1	Relevant Experience of Company: i.e., Maintenance of Low Voltage (LV) electricity distribution and/or public lighting infrastructure. (Years of relevant experience). Copy(s) of appointment letters and completion certificates or testimonial letters from contactable clients to be attached. Failure to submit will result in zero score allocated.	1 up to 3 years	1	10	40																			
		>3 up to 6 year	2																					
		>6 up to 9 year	3																					
		>9 years	4																					

CLAUSE NUMBER		TENDER DATA				
	2	Experience of key staff:				
		General Experience and qualifications				
		Key Staff's experience that is relevant to the scope of work (Submit CVs and Reference letter/s as proof of experience)				
		Key Staff as Indicated Below:				
		Project Manager (National Diploma (N/T/S) or higher in Electrical Engineering (Years of experience after obtaining the National Diploma (N/T/S) or higher in Electrical Engineering))	2 up to 3 years	1	5	10
			>3 years	2		
		Technical Assistant (N4 Certificate or higher in Electrical Engineering and Trade Test Certificate as an Electrician) (Years of experience after obtaining the N4 Certificate or higher in Electrical Engineering)	3 up to 4 years	1	5	20
			>4 up to 6 years	2		
			>6 up to 8 years	3		
			>8 years	4		
		Electrician (Trade Test Certificate as an Electrician) (Years of experience after obtaining the Trade Test Certificate)	2 up to 3 years	1	5	20
			>3 up to 4 year	2		
			>4 up to 6 year	3		
			>6 years	4		
		Construction Health and	2 up to 3 years	1	5	10
			>3 years	2		

CLAUSE NUMBER	TENDER DATA					
		Safety Officer (Registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer (CHSO)) (Years of experience after being registered as a CHSO)				
		HIGHEST POSSIBLE SCORE	100			
i. The CoT reserves the right to contact references submitted by the contractor. ii. Bids that do not achieve a minimum score of 60 points (out of 100) for functionality will not be evaluated further and will not be considered further. 1. Please note should any of the nominated staff be replaced, the successfully appointed contractor will be required to ensure that such replacements must have equivalent criteria as above and this need to be approved by the City of Tshwane.						
C3.13.3. STAGE 4: Preferential Point system 90/10 preference point system						
The preferential points to be used will be the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.						
		Specific goals BB-BEE score of companies - Level 1 - Level 2 - Level 3 - Level 4 - Level 5 - Level 6 - Level 7 - Level 8 - Non-compliant	90/10 preference point system 4 Points 3.5 Points 3 Points 2.5 Points 2 Points 1.5 Points 1 Point 0.5 Points 0 Points	Proof of specific goals to be submitted Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.		
		EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate		
		At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise		

CLAUSE NUMBER	TENDER DATA		
			or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
	At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
	Local Economic Participation • City of Tshwane • Gauteng • National	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.
C.3.13 Acceptance of Tender Offer	Tender offers will only be accepted if: - the tenderer has complied in full with the all eligibility criteria; - the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18. - the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges, - 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, - the tenderer has not: - abused the Employer's Supply Chain Management System; or - failed to perform on any previous contract and has been given a written notice to this effect. - the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; - the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.		
C.3.17 Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.		

T1.3 STANDARD CONDITIONS OF TENDER

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C.1 General

C.1.1 Actions

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

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

Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation 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 price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and Employer's agent

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

C.1.5 Cancellation and re-invitation of tenders

C.1.5.1 An organ of state may, prior to the award of the tender, cancel the tender if-

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested;
or

(b) funds are no longer available to cover the total envisaged expenditure;

(c) no acceptable tenders are received; or

(d) there is a material irregularity in the tender process.

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers, or 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 C.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.1.3 Only those tenderers who can submit all mandatory requirements under Form RD.D.1 are eligible to submit a tender.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer may only be considered in the event that the main tender is the winning tender.

C.2.13 Submitting a tender offer

- C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.
- C.2.13.8** Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1** Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2** Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1** Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2** If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3** Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender

is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

- C.2.18.2** Dispose of samples of materials provided for evaluation by the Employer, where required.

C.2.19 Inspections, tests, and analysis

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

C.2.20 Submit securities, bonds, and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The Employer’s undertakings

C.3.1 Respond to requests from the tenderer

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

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

C.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification

- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

C.3.12 Insurance provided by the Employer

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

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

C.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, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.16.2 After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Form of offer and acceptance	Section C1.1	
MBD 4: Declaration of interest in tender of persons in service of state	Form RD.A.1	
MBD 8: Declaration of tenderer's past supply chain management practices	Form RD.A.2	
MBD 2: Tax Clearance Certificate	Form RD.A.3	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid B-BBEE Status Level of Contributor Certificate		
MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2022	Form RD.B.1	

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable document will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid tax clearance certificate or unique tax pin		
MBD 9: Certificate of independent tender determination	RD.C.1	
Record of services provided to organs of state	RD.C.2	
Status of concern submitting tender	RD.C.3	

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Classification of business	RD.C.4	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.5	
Certificate of authority of signatory	RD.C.6	
Certificate of authority of signatory for joint ventures and consortia	RD.C.7	
Proof of registration in terms of the engineering professions act, 2000	RD.C.8	
EPWP staff for labour intensive construction works	RD.C.9	
Proof of professional indemnity insurance	RD.C.10	

RD.D RETURNABLE DOCUMENTS REQUIRED FOR QUALITY EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the Tenderer receiving a 0 (zero) score for the applicable evaluation schedule.*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Terms of Reference for Quality Evaluation		
Evaluation Schedule: Tender's experience	RD.D.1	
Evaluation Schedule :Schedule of plant, equipment, machinery and personnel	RD.D.2	
Key Personnel	RD.D.4	
Curriculum vitae of key personnel	RD.D.5	

RD.E OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

Note: *Failure to submit or fully complete the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Data provided by the contractor	Section C1.2	
Record of addenda to tender documents	RD.E.1	
Certificate confirming that bidder has CIDB grading 3EP or higher.		
An organogram with all staff that will be assigned to the project		
Copies of Certified Qualifications of all staff to be assigned to the project.		
Safety, health, Environmental management, and Quality Plan (SHEQ)		
3 years audited financial statements		

T2.2 RETURNABLE SCHEDULES

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DECLARATION OF INTEREST

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

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²)
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars.

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

- 3.9 Have you been in the service of the state for the past twelve months? **YES/NO**
- 3.9.1 If yes, furnish particulars.
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.10.1 If yes, furnish particulars.
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.11.1 If yes, furnish particulars.
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.12.1 If yes, furnish particulars.

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

3.13.1 If yes, furnish particulars.
.....

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

3.14.1 If yes, furnish particulars:
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

FORM RD.A.2 MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document (MBD) must form part of all tenders 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 tender of any tenderer may be rejected if that tenderer, or any of it's directors have:
 - a. abused the municipality's/municipal entity's supply 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. wilfully 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, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	Is the tenderer, any of it's directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied)	YES ☐	NO ☐
	If so, furnish particulars:		
4.2	Is the tenderer or any of it's directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	YES ☐	NO ☐
	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES ☐	NO ☐
	If so, furnish particulars:		

Part T2: Tender Procedures

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

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.3 MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.B.1 MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the **90/10** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	Points
PRICE	90
SPECIFIC GOALS	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 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.)

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies - Level 1 - Level 2 - Level 3 - Level 4 - Level 5 - Level 6 - Level 7 - Level 8 - Non-compliant	4 Points 3.5 Points 3 Points 2.5 Points 2 Points 1.5 Points 1 Point 0.5 Points 0 Points	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
		Micro Enterprises or CIPC BBEE certificate
At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation - City of Tshwane - Gauteng - National	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

FORM RD.C.1 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all tenders¹ 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 tendering (or tender rigging)². Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the tender of any tenderer if that tenderer 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 tendering process or the execution of the contract.
4. This MDB will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

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

² Tender rigging (or collusive tendering) 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 tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

ROC 10 2023/24: TENDER FOR THE APPOINTMENT OF CONTRACTORS FOR PUBLIC LIGHTING INFRASTRUCTURE MAINTENANCE ON AN AS AND WHEN REQUIRED BASIS FOR A THREE-YEAR PERIOD

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

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

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

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, 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 tendering.
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 services will be rendered (market allocation);
 - c. Methods, factors or formulas used to calculate prices;
 - d. The intention or decision to submit or not to submit, a tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
 - f. Tendering with the intention not to win the tender.

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.

Part T2: Tender Procedures

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

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.2 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation

ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS				
	Organ of state, i.e., national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Attach additional pages if more space is required.)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.3 STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)

2. Information to be provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Certified copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership/shareholding percentage relative to the total.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held <u>by another</u> Closed Corporation or company with, or without, share capital.	Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement.

Part T2: Tender Procedures

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

Note:

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised
2. Include a certified copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: _____

FORM RD.C.4 CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).
2. Information furnished with regard to the classification of Small businesses
 - (a.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

- (b.) If the response to 2.(a.) is **YES**, the following must be completed:

- i. Sector/sub-sector in accordance with the Standard Industrial classification:

- ii. Size or class:

- iii. Total full-time equivalent of paid employees:

- iv. Total annual turnover:

- v. Total gross asset value (fixed property excluded):

(A schedule indicating the different sectors is attached to this form.)

- (c.) The tenderer should substantiate the information provided by submitting the following documentation:
 - i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,
 - ii. Company profile indicating the tenderer's staff compliment, and
 - iii. 3 year financial statement or since their establishment if established during the past 3 years.

SCHEDULE OF SECTORS

SIZE OF CLASS	THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)
AGRICULTURE			
Medium	100	R 5 mil	R 5 mil
Small	50	R 3 mil	R 3 mil
Very Small	10	R 500 000	R 500 000
Micro	5	R 200 000	R 100 000
MINING AND QUARRYING			
Medium	200	R 39 mil	R 23 mil
Small	50	R 10 mil	R 6 mil
Very Small	20	R 4 mil	R 2 mil
Micro	5	R 200 000	R 100 000
MANUFACTURING			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5 mil	R 2 mil
Micro	5	R 200 000	R 100 000
ELECTRICITY, GAS & WATER			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
CONSTRUCTION			
Medium	200	R 26 mil	R 5 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 3	R 500 000
Micro	5	R 200 000	R 100 000
RETAIL AND MOTOR TRADE & REPAIR SERVICES			
Medium	200	R 39 mil	R 6 mil
Small	50	R 19 mil	R 3 mil
Very Small	20	R 4 mil	R 600 000
Micro	5	R 200 000	R 100 000
WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES			
Medium	200	R 64 mil	R 10 mil
Small	50	R 32 mil	R 5 mil
Very Small	20	R 6 mil	R 600 000
Micro	5	R 200 000	R 100 000
CATERING, ACCOMMODATION AND OTHER TRADE			
Medium	200	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
TRANSPORT, STORAGE & COMMUNICATIONS			
Medium	200	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 600 000
Micro	5	R 200 000	R 100 000
FINANCE & BUSINESS SERVICES			
Medium	200	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
COMMUNITY, SOCIAL AND PERSONAL SERVICES			
Medium	200	R 13 mil	R 6 mil
Small	50	R 6 mil	R 3 mil
Very Small	20	R 1mil	R 600 000
Micro	5	R 200 000	R 100 000

FORM RD.C.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:

- i) for the past three years; or
ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state particulars

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state particulars

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.C.6 CERTIFICATE OF AUTHORITY OF SIGNATORY

RESOLUTION of the 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 tender to the Tshwane Metro Municipality in respect of the following project:

Tender Number:	ROC 10 - 2023/24
Tender Description:	TENDER TO APPOINT VARIOUS SERVICE PROVIDERS TO PERFORM MAINTENANCE WORK ON PUBLIC LIGHTING INFRASTRUCTURE IN THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD, ON AN AS AND WHEN REQUIRED BASIS

2. *Mr/Ms:

in *his/her capacity as

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorized to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

Note:

- *Delete which is not applicable.
- IMPORTANT: This resolution must be signed by all the directors/members/ partners of the tendering enterprise.
- Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Enterprise stamp

FORM RD.C.7 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorize *Mr/Ms _____ authorized signatory of the enterprise
_____ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorized signatory	Mark with (x) for lead partner

Note:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorized signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

FORM RD.C.9 EPWP STAFF FOR LABOUR INTENSIVE CONSTRUCTION WORKS

The tenderer shall, submit the names of all management, design and supervisory staff that will be employed to design and supervise the labour-intensive portion of the works together with satisfactory documentary evidence that such staff members satisfy the eligibility requirements.

CATEGORY OF EMPLOYEE	NAME OF EMPLOYEE	NQF LEVEL	LABOUR INTENSIVE SKILLS PROGRAM UNIT STANDARD TITLES	DATE COMPLETED	YEARS EXPERIENCE
Designer					
NQF 7 Unit Standard Required: Develop and Promote Labour Intensive Construction Strategies					
Administrator/ Site supervisor					
NQF 5 Unit Standard Required: Manage Labour Intensive Construction Projects					

(Attach documentary proof to this page)

FORM RD.C.10 PROOF OF PROFESSIONAL INDEMNITY INSURANCE

The tenderer must provide proof of Professional Indemnity Insurance for at least R10-million per claim and the number of claims unlimited (refer to clause C1.2.2 Data Provided by the Employer).

1. Attach original or certified copy of Professional Indemnity Insurance to this page.
2. In the case of a joint venture / consortium parties must each attach original or certified copy of their Professional Indemnity Insurance.

TERMS OF REFERENCE FOR QUALITY EVALUATION

The quality evaluation for this tender will be based on the following project.

TENDER TO APPOINT VARIOUS SERVICE PROVIDERS TO PERFORM MAINTENANCE WORK ON PUBLIC LIGHTING INFRASTRUCTURE IN THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD, ON AN AS AND WHEN REQUIRED BASIS

1. PROJECT SCOPE

The scope of works of the Tender for the appointment of contractors for public lighting infrastructure maintenance on an as and when required for a three-year period. Specifications and bill of quantities

2. MANDATORY REQUIREMENTS

- Certificate confirming that bidder has CIDB grading **3EP** or Higher
- An organogram with all staff that will be assigned to the project
- Copies of Certified Qualifications of all staff to be assigned to the project
- Safety, health, Environmental Management and Quality Plan (SHEQ)
- 3 years audited financial statements

Failure to submit the above documents will lead to disqualification. The bidder will not be evaluated further.

3. COMPULSORY BRIEFING SESSION

A compulsory briefing session will be required.

Failure to attend the session will lead to disqualification.

4. SCORING FORMULA FOR PRICING AND BBBEE

The preferential points to be used will be the 90/10 points system.

- 90 points for price
- 10 points for B-BBEE status (service provider to submit the certified copy of the B-BBEE level rating certificate).

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

RD.D.1: SCHEDULE OF TENDERER'S PREVIOUS SIMILAR EXPERIENCE

(The previous experience must be relevant to the technical specification.)

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF CONTRACT	DATE STARTED	DATE COMPLETED	TOTAL CONTRACT AMOUNT
1 _____ _____ (company or Client) _____ (contact person) _____ (telephone)				
2 _____ _____ (company or Client) _____ (contact person) _____ (telephone)				

Part T2: Tender Procedures

3 _____ _____ (company or Client) _____ (contact person) _____ (telephone)				
4 _____ _____ (company or Client) _____ (contact person) _____ (telephone)				
5 _____ _____ (company or Client) _____ (contact person) _____ (telephone)				

Part T2: Tender Procedures

6 _____ _____ (company or Client) _____ (contact person) _____ _____ (telephone)				
7 _____ _____ (company or Client) _____ (contact person) _____ _____ (telephone)				

RD.D.2 SCHEDULE OF PLANT, EQUIPMENT, MACHINERY AND PERSONELL

The following are lists of major items of relevant resources that may be required from time to time during the execution of this contract. The tenderer must fill in the details in Schedule B. The tender further declares that all equipment/resources as furnished will be made available for this contract. The tenderer must demonstrate a tentative agreement/ quotation/similar which may be subject to this contract being awarded for items that will be hired. The CoT shall reserve a right to inspect the premises of the contractor to verify the furnished information.

Schedule A: CoT's specific minimum requirements

Schedule B: Tenderer's offer and guarantees. Must be filled in by tenderer/contractor.

Failure to complete this form in full will result in the tenderer being disqualified.

Failure to meet the minimum requirements shall disqualify the tender.

Item	Description	Document proof to be submitted with the tender	Schedule A (CoT minimum requirements)	Schedule B (Tenderer's offer and guarantees)		
				Owned by Contractor	To be leased by the Contractor	Total
1	Technical Assistant	CV and certified copies of N4 Certificate or higher in Electrical Engineering and Trade Test Certificate	1			
2	Electrician	CVs and certified copies of Trade Test Certificates	4			
3	Cherry Picker	Certified copies of vehicle registration certificates and/or agreements to lease	3			
4	Tractor-loader-backhoe (TLB)	Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease	1			
5	1 Tonne Light Delivery Vehicles (LDV)	Certified copies of vehicle registration certificates and/or agreements to lease	2			
6	8 Tonne Crane Truck	Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease	1			
7	Construction Health and Safety Officer	CV and certified copy of the registration certificate with the SACPCMP as a Construction Health and Safety Officer (CHSO)	1			
8	Project Manager	CV and certified copy of the National Diploma (N/T/S) certificate or higher in Electrical Engineering	1			

NB: Where the tenderer does not meet the minimum requirements RD.D.2, the tenderer will disqualify.

FORM RD.D.4 KEY PERSONNEL

The tenderer shall list in the table below the key personnel to be engaged for this project.

Note: Form RD.D.5 must be complete for each person listed below.

FORM RD.D.4

	NAME	PROPOSED POSITION	YEARS OF EXPERIENCE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

(Attach additional pages if more space is required)

FORM RD.E.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before submission of this tender, amending or amplifying the tender documents, have been taken in account in this tender offer:

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

ROC 10 2023.24 TENDER TO APPOINT VARIOUS SERVICE PROVIDERS TO PERFORM MAINTENANCE WORK ON PUBLIC LIGHTING INFRASTRUCTURE IN THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD, ON AN AS AND WHEN REQUIRED BASIS

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

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

Acceptance of this offer will not guarantee that the tenderer will be invited to submit a price for any task order or be allocated any task order during the duration of the appointment. Invitation and allocation of task orders will be done solely at the discretion of the employer.

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data

Part C3 Scope of Work

and drawings 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 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 letter of acceptance, contact the employer's agent (whose details are given in the contract data) to arrange the delivery of 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 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.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

_____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

4.1	Subject: _____
	Details: _____
4.2	Subject: _____
	Details: _____
4.3	Subject: _____
	Details: _____
4.4	Subject: _____
	Details: _____
4.5	Subject: _____
	Details: _____

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the 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 change 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, 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.

Part T2: Tender Procedures

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

_____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

_____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.2 CONTRACT DATA

C1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be latest revision of **NEC3 Engineering and Construction Contract** as well as the Data provided by Employer.

Tenderers, contractors, and subcontractors shall obtain their own copies of the document **latest version of NEC3 Engineering and Construction Contract** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard.

Note: The copy of the latest version of NEC3 Engineering and Construction Contract and all the conditions of this contract shall be regarded as the Service Level Agreement (SLA) between the appointed service provider and City of Tshwane.

Engineering Contracting Strategies (ECS)

Telephone: 011 803 3008

E-Mail: admin@ecs.co.za

Web: www.ecs.co.za

OR

Consulting Engineers South Africa (CESA)

Telephone: 011 463 2022

E-Mail: general@cesa.co.za

Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)

Telephone: 011 80505947 / 48 / 53

E-Mail: civilinfo@saice.org.za

Web: www.saice.org.za

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	B: Priced contract with schedule of rates
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation

Clause	Statement	Data
		X2: Changes in the law
		X5: Sectional Completion
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		Z: <i>Additional conditions of contract</i>
	of the latest version of NEC3 Engineering and Construction Contract ⁴	
10.1	The <i>Employer</i> is (Name):	City of Tshwane P.O Box 423 Pretoria 0001 Represented by: Divisional Head Regional Operations and Coordination
	Address	9th Floor Middestad Mall Building 252 Thabo Sehume Street Tshwane
	Tel No.	012 358 6370
10.1	The <i>Project Manager</i> is:	Deputy Director of Regional Operations and Coordination

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

Clause	Statement	Data
	Address	9 th Floor Middestad Mall Building 252 Thabo Sehume Street Tshwane
	Tel	012 358 2094
10.1	The <i>Supervisor</i> is: (Name)	A person to be appointed by the <i>Employer</i> . Municipal inspectors from the Tshwane Energy and Electricity Division will assist the <i>Supervisor</i> as may be necessary.
	Address	Of person appointed as supervisor for the specific project.
	Tel No.	N/A
	Fax No.	N/A
	e-mail	N/A
11.2(13)	The <i>works</i> are	The <i>works</i> are the construction of public lighting network infrastructure in the CoT areas of jurisdiction as and when required.
11.2(14)	The following matters will be included in the Risk Register	As prescribed per specific project/work.
11.2(15)	The <i>boundaries of the site</i> are	Boundaries of the specific CoT depot Jurisdiction area.
11.2(19)	The Works Information is in	The Scope of Work in Part C3 of the Document
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	The period of reply, if not stated in the letter of appointment, shall be 14 days.

Clause	Statement	Data
2	The Contractor's main responsibilities	The <i>Contractor's</i> liability, for Defects due to his design that are not listed on the Defects Certificate, is unlimited.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> and sections.	The completion date for the whole of the works is 36 months subject to specific projects requirements, whichever is shorter. During this period the construction projects will be allocated to the contractor. The completion period for the specific project shall be specified by the deputy director.
30.1	The <i>access date</i> is	Date of appointment as per the letter of acceptance and / or official purchase order.
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	When required to do so per specific project and the deadline for submission is no longer than <i>period of reply</i> .
31.2	The <i>starting date</i> is.	Date of appointment as per the letter of acceptance and / or official purchase order
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1 week.
35.1	The <i>Employer</i> is willing to take over each project allocated on completion.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	Maintenance work: <u>12 weeks</u> after the completion date of the whole maintenance <i>works</i> per specific purchase order.
43.2	The <i>defect correction period</i> is	<u>Two (2) weeks</u> , unless stated otherwise in the appointment letter or official purchase order.
5	Payment	
50.1	The <i>assessment interval</i> is	Minimum 2 weeks (for maintenance works schedule of a period of a month and more) or at the completion of each project.
51.1	The <i>currency of this contract</i> is the	South African Rand (R)

Clause	Statement	Data
51.2	The period within which payment is made is	30 days from date of invoice, subject to the payment process and policy of the CoT Finance Department.
51.4	The <i>interest rate</i> is	Prime Bank Rate
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are:	the cumulative rainfall (mm)

Clause	Statement	Data
		the number of days with rainfall more than 10 mm & date
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time
		and these measurements:
	The place where weather is to be recorded (on the Site) is:	Site Office or point of supply for the specific site (mini-sub or transformer installation point)
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	De Wildt
	and which are available from:	Weather SA
7	Title	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	R10 million.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	As set out in COIDA (WCA) as well as a group life insurance for at least three times the employee's total annual earnings.
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	

Clause	Statement	Data
	1 Insurance against:	Loss of or damage to the <i>works</i> , Plant and Materials.
	Cover / indemnity:	R10 million.
	The deductibles are:	According to the Declaration Form from Insurance and Risk Management of CoT.
	2 Insurance against:	Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract.
	Cover / indemnity	R10 million.
	The deductibles are	According to the Declaration Form from Insurance and Risk Management of CoT
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with bill of quantities	
60.6	<i>The method of measurement is</i>	As indicated in the schedule of rates/quantities.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the South African Institution of Electrical Engineering or any other relevant representative body to appoint an <i>Adjudicator</i> . All disputes are handled without transgressing stipulations from the MFMA and other relevant legislation for Local Government.
	Address	
	Tel No.	
	Fax No.	
	e-mail	

Clause	Statement	Data
W1.2(3)	The <i>Adjudicator nominating body</i> is:	
	If no <i>Adjudicator nominating body</i> is entered, it is	The South African Institution of Electrical Engineering or any other relevant representative body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules of the Association of Arbitrators
	The place where arbitration is to be held	Pretoria
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	Arbitrator to be mutually agreed by the Parties. The Association of Arbitrators
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1(a)	Tenderers are required to register with SEIFSA (Steel and Engineering Industries Federation of South Africa) and obtain periodic SEIFSA rates for various categories applicable to this contract. Contractors and Subcontractors shall obtain their own copies (at their own cost) of the SEIFSA rates documents for contract management purposes and for use for the duration of the Contract. City of Tshwane or its representative may request such rates at any time during the contract and	
	Prices/Rates tendered shall remain fixed for every 12 months of the contract. The first 12 months is the rates as they are tendered while the second and third 12 months are calculated using SEIFSA index stated below.	
	Thereafter the proportions used to calculate the Price Adjustment Factor are:	
X1.1(c)	For Material price calculation:	
	1.00 linked to the index in	Table C-3(a) of the SEIFSA Index
	0.00	Table O of the SEIFSA Index
	0.00	Table L-1 of the SEIFSA Index
X1.1(c)	For Unit Rates and hourly tariff calculation;	

Clause	Statement	Data
	0.70 linked to the index in	Table C-3(a) [field force] of the SEIFSA Index
	0.20 linked to the index in	Table P of the SEIFSA Index (Plant and Machinery before installation)
	0.10	Table L-1 (freight cost) of the SEIFSA Index
	The indices are those prepared by Steel and Engineering Industries Federation of South Africa (SEIFSA)	
X2	Changes in the law	No data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the works are	Maintenance works with planned execution period shorter or equal to thirty (30) calendar days: R500.00 per day. Maintenance works with planned execution period more thirty (30) calendars days: R1000.00 per day. The reimbursement to the employer is in a form of credit note against the invoice of the specific project.
X13	Performance bond	
X13.1	The amount of the performance bond is	Retention (See also clause Z3)
X16	Retention	
X16.1	The <i>retention free amount</i> is	R0.00.
	The <i>retention percentage</i> is	10%. Claimable at the expiry of defects certificate per specific project
Z	Additional conditions of contract	
	The <i>additional conditions of contract</i> are:	
Z1	Compensation Events	The provisions of 60.1(5) do not apply to this contract.

Clause	Statement	Data
Z2	Insurance policies	Replace Clause 85.2 with the following: “Insurance policies arranged by the Contractor/Sub-contractor to include a waiver by the Insurers of their subrogation rights against the Employer except where there is fraud.”
Z3	X13 Performance Bond (Secondary option X13)	Add: X13.2 Should the contractor not comply with the terms and conditions of this contract and/or appointment under this contract, he shall be warned in writing by the employer or the representative of his failure to perform. As a result of three warning letters being provided under the same contract, the employer shall have the sole right to take one or more of the steps against the contractor: - Terminate the contract between the contractor and the employer for the remainder of the contract period. - Suspend the contractor for the remaining period of the contract. The contractor shall qualify to bid for the same contract with the same scope of works but only after the contract for which he was suspended has expired. - If the performance bond clause is applied, the retention amount for the specific project for which the clause is applied or the total retention amount already withheld by CoT for other projects, whichever is higher, shall be forfeited. ALL decisions made shall be recommended and implemented by the Regional Head or Divisional Head under whose Division/Region the contractor is allocated. The Group Head: Regional Operations and Coordination shall approve such recommendation prior to implementation. The recommendation(s) will be processed through Supply Chain Management (SCM) process.

Clause	Statement	Data
Z4	91 Reasons for Termination	<i>Add the following to clause 91.2:</i> - The contractor may not refuse any work allocated to them other than for the following reasons: a. The works are not according to the works information and there is no rate tendered for in the Pricing Data or the new rate (provided by CoT) is not market related, b. The contractor does not have capacity to provide the works using the new scope which is not part of the contract. - If the contractor refuses work for any other reason, such refusal is noted and can be used as a reason for non-performance and ultimately termination of this contract.”
Add		

FOR AND ON BEHALF OF THE **CONTRACTOR**:

NAME(s): (BLOCK LETTERS)

CAPACITY of authorized agents **C3 REGIONAL OPERATIONAL COORDINATION DEPARTMENT (ROC)**

SIGNATURE(s) of authorized agents: **TENDER TO APPOINT VARIOUS SERVICE PROVIDERS TO PERFORM MAINTENANCE WORK ON PUBLIC LIGHTING INFRASTRUCTURE IN THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD, ON AN AS AND WHEN REQUIRED BASIS.**

BID NUMBER

WITNESSES: (Full name – in block letters – and signature)
(ROC 10-2023/24)

1.

C3.1 INTRODUCTION AND PURPOSE

The Regional Operations and Coordination Department (ROC) of City of Tshwane (CoT) aims to appoint various contractors who will provide maintenance works on Public. The appointed contractors will only be required to provide labour. Materials for the works shall be provided by the

CoT. It is the responsibility of the contractors to have at their own costs, the tools, equipment, machinery, and personnel that will enable them to perform the works. Successful service providers will be appointed per electricity depots as listed in C3.2

C3.2. BACKGROUND

ROC is responsible for the maintenance and operations of the public lighting electricity network infrastructure as part of its mandate to provide services to the community of the City of Tshwane.

ROC has a variety of skilled personnel who attend to energy and electricity services daily. Due to the ever-growing demand for infrastructure maintenance and improvements, the personnel of CoT alone might not be adequate to address all the growing needs, therefore the assistance on an as-and-when required basis from various electrical contractors is required to increase the capacity of the workforce where necessary.

It is the intention of the CoT to award this bid to **more than one contractor per depot**. The preferred minimum number of service providers to be appointed per depot is indicated in brackets in front of each depot's name as per table below.

REGION	ENERGY AND ELECTRICITY SERVICES DEPOTS PER REGION		
	A	B	C
Region 1	Soshanguwe (2)	Rosslyn (2)	XXXXXXXXXXXXXXXXXX
Region 2	Wonderboom (2)	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Region 3	Princess Park (0) <u>Depot excluded</u>	Fortsig (2)	Atteridgeville (2)
Region 4	Centurion (2)	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Region 5	Cullinan/Rayton (2)	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Region 6	Waltloo (2)	Pretorius Park (2)	XXXXXXXXXXXXXXXXXX
Region 7	Bronkhorstspuit (2)	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX

The principle to be followed during evaluation when allocating successful bidders to various Depots will be as per table below.

DEPOT	PRINCIPLE OF ALLOCATION OF BIDDERS TO THE DEPOTS		
Waltloo	Highest scoring	2nd highest scoring	XXXXXXXXXXXXXXXXXX
Rosslyn	3rd highest scoring	4th highest scoring	XXXXXXXXXXXXXXXXXX
Centurion	5th highest scoring	6th highest scoring	XXXXXXXXXXXXXXXXXX
Princess Park	This (Princess Park Depot) is excluded from this tender/contract.		
Wonderboom	7th highest scoring	8th highest scoring	XXXXXXXXXXXXXXXXXX
Soshanguve	9th highest scoring	10th highest scoring	XXXXXXXXXXXXXXXXXX
Cullinan/Rayton	11th highest scoring	12th highest scoring	XXXXXXXXXXXXXXXXXX

DEPOT	PRINCIPLE OF ALLOCATION OF BIDDERS TO THE DEPOTS		
Atteridgeville	13th highest scoring	14th highest scoring	XXXXXXXXXXXXXXXXXX
Pretorius Park	15th highest scoring	16th highest scoring	XXXXXXXXXXXXXXXXXX
Fortsig	17th highest scoring	18th highest scoring	XXXXXXXXXXXXXXXXXX
Bronkhorstspuit	19th highest scoring	20th highest scoring	XXXXXXXXXXXXXXXXXX

Based on the two tables above, it is the CoT's intention to award this contract to the first twenty (20) highest scoring bidders. The contract will be offered to the awarded bidders at the rates of the highest scoring bidder on points or average rates of the acceptable bidders. **However, no bidder will be offered an item rate more than what they quoted for the specific item.**

Should the number of acceptable bidders be less than twenty (20), the table below will be used to evaluate the capability of a contractor to be allocated more than one depot:

CIDB Grading	Maximum number of awardable depots per contractor
3 EP	1 Depot area
4 EP	2 Depot areas
5 EP or higher	3 Depot areas

C3.3. CIDB REGISTRATION REQUIREMENT

Only bidders who are registered with the CIDB in a contractor grading designation equal to or higher than **3EP** Class of electrical construction work, are eligible to submit tenders. Therefore, only bidders who meet the mentioned **CIDB** requirement will be considered for appointment.

C3.4. SCOPE OF WORKS

DESCRIPTION OF TASKS

The following are brief descriptions of the tasks which must be performed under this contract. There are material and installation specifications that must be read together with this part of the contract for better understanding of the items described herein. The clauses in this section refer to the various items to be priced for in the schedule of rates.

The fact that the tender process will take place prior to the actual appointments and job executions shall not limit the contractor from obtaining the latest standards and specifications.

The attention of the tenderer is also drawn to the fact that CoT specifications are constantly revised to improve service delivery and the safety of both the infrastructure and the public.

TASKS OR PROJECTS TO BE EXECUTED

The contractor shall as and when required by the employer, perform any one or more of the items as described in the specifications in C3.4.1. The contractor shall comply with SANS 10142-1(EDITION3). The contractor provides the works in accordance with the scope given to him/her by the employer. The contractor must take the following into account:

1. After the contract had been awarded and the need to use a contractor by the employer arises,
 - a. The employer will evaluate the work to be done, the time it will take to complete the work as well as the cost thereof.
 - i. The cost is calculated from the specific rates of each item referred to in the schedule of rates in C2.2.
 - b. The contractor must complete the tasks within the prescribed time as per the purchase order. In cases where the contractor is overloaded by current work already

allocated to him, he must inform the employer of his reason not to accept the work allocated. The following is done:

- i. The contractor and the employer decide on the best possible date and time for the said project to commence based on the urgency and the type of project.
 - ii. Failure to complete the tasks within the prescribed time shall activate performance management action as per C3.10 in this document.
2. The allocated work is in the area for which the contract is awarded.
3. The work must be done according to specification and within the time prescribed in the purchase order Payment is certified for work done according to specification(s).
4. The employer shall charge the contractor penalty fee(s) as per Part C1 clause X7.1, should the contractor not provide the works by the completion date.
5. During the contract period the contractor must comply with all the conditions of contract and applicable policies of the CoT.
6. The contractor shall be expected, depending on the urgency of the work, to start the work immediately after the appointment letter has been issued or after the agreement has been signed. The type of work that will be done under this contract is:
 - a. Maintenance of Public Lighting Infrastructure.
 - i. The maintenance will include scheduled maintenance and repairs that may have to be done occasionally to provide the basic service.
7. Payment will be done on completion of the specific works. The currency of this contract is the South African Rand (ZAR).
8. The contractor must submit the invoices within 30 days after completion of the works.
9. The period within which payment is made is 30 days from date of invoice, subject to the payment process and policy of the CoT Finance Department

C3.4.1. PARTICULAR SPECIFICATIONS

This section contains the specifications which gives full descriptions of all the items in the schedule of rates in C2.2. It is important that the tenderers refer to this section when pricing.

1. Tenderers must note that the unit rates supplied in this tender for all the items in the schedule of rates in C2.2 shall include, unless stated otherwise in this document, all items listed below:
 - 1.1. all labour costs,
 - 1.2. all administrative expenses (inclusive of but not limited to pictorial evidence as deemed necessary)
 - 1.3. Setting out of Works
 - 1.4. Transportation (fixed cost, running cost and driver cost) of employees, material and/or any other item required to be transported (within a specific depot area) to execute the contract to and from site where work is executed and supervision fees.
 - 1.5. tools, equipment, and auxiliary equipment,
 - 1.6. safety equipment (see OHS of the schedule of rates),

- 1.7. the execution of tasks,
- 1.8. Testing and Commissioning of complete installation
- 1.9. all tariffs, levies, taxes payable by the bid,
- 1.10. all expenses to restore the workplace/site to its original condition (where changing the site was not part of the works),
- 1.11. all equipment needed to conform with the Regulations of the Occupational Health and Safety Act and the by-laws of the CoT.
- 1.12. Compliance to OHS Act and Construction Regulations.

2. INTELLECTUAL PROPERTY (IP)

- 2.1. All Intellectual Property Rights of the Service Provider and/or third-party vest in the Service Provider and/or third party, as appropriate.
- 2.2. All rights in the City name and logo remain the absolute property of the City.
- 2.3. The Service Provider warrants that no aspect of the Services provided in terms thereof will infringe any Patent, Design, Copyright, Trademark or trade secret or other proprietary right of any third party.
- 2.4. The Service Provider shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights.
- 2.5. In the event the City becomes aware of any such infringement, the Service Provider shall, at its cost, defend the City against any claim that the Services infringe any such third-party Intellectual Property Rights, provided that the City gives notice to the Service Provider of such claim and the Service Provider controls the defense thereof. The Service Provider further indemnifies the City against, and undertakes that it will pay all costs, damages, and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.
- 2.6. Should any claim be made against the City by any third party in terms of clause 2.1 above, the City shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.
- 2.7. Should any third party succeed in its claim for the infringement of any third-party proprietary rights, the Service Provider shall, at its discretion and within 30 (thirty) days of the Services having been found to infringe, at its own cost:
 - 2.7.1 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
 - 2.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe, and which is materially similar to the subject of infringement; or
 - 2.7.3 alter the subject of infringement in such a way as to render it non infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
 - 2.7.4 withdraw the subject of infringement.

DEFINITIONS:

- Pickable ground is defined as follows: Ground which can be removed with spades and pickaxes and includes loose gravel, loose or soft shale, loose ferricrete and stones (<75 mm diameter). Provision was made in the bid to do the work mechanically or by hand tools. Mechanical excavations will however only be allowed with the consent of the Project Manager.
- Soft rock is defined as follows: Rocks or stones which can be loosened by hand tools and includes shale, compact ferricrete and rocks with a diameter of 75 mm or bigger. (0.03 m³ in volume).
- Compacted ground is defined as follows: Ground which had been compacted previously and can only be excavated using a jackhammer or any other mechanical means. The decision if the ground is compacted lies with the project manager.
- Hard rock is defined as follows: Granite, quartz sandstone, slate and any other rock with the same hardness or size, solid shale, and rocks more than 0.03 m³ in volume and where the use of a jackhammer or any other mechanical means is necessary.
- Very hard rock is defined as follows: Can only be broken by means of explosives.
- Pictures of the soil must be taken as proof of the type of the soil.

For all excavations the unit rate shall include traffic accommodation and safety tools which are not limited to safety fence with reflective layers, safety signs, cones, and flags.

TENDER TO APPOINT VARIOUS SERVICE PROVIDERS TO PERFORM MAINTENANCE WORK ON PUBLIC LIGHTING INFRASTRUCTURE IN THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD, ON AN AS AND WHEN REQUIRED BASIS

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D. HIGHMAST MAINTENACE

E. OVERHEAD

F. OCUPPATIONAL HEALTH AND SAFETY

A. GENERAL

SECTION 1: EXCAVATIONS AND BACKFILLING

1. The unit rate for excavations and backfilling includes all the items in “e. Rates clause 4 of the Pricing Data in C2” and the following:

- The initial clearing of the route of all unwanted vegetation and/or material and the removal thereof to a suitable dumping site, all valuable vegetation must be treated as such regarding the laws governing such items and they shall be stored in an area/space recommended by the project manager, and it shall also be the responsibility of the contractor to deliver such items.
- The excavation itself which includes the excavations in rock, stone, clay, or any other material as well as cable crossings,
- The safeguarding and the maintenance of the excavations,
- The shifting and installation of the needed bedding, the backfilling of the excavation and compacting of the ground after the installation of the cables. The backfilling and compacting of all trenches and holes must be according to the requirements of the project manager, and
- The restoration of the route to its original condition and the clearing of the route of all unwanted material.

2. Trenches and holes (A. GENERAL, Section 1.1 and 1.2):

Any use of mechanical means for the purpose of excavations shall be allowed through the written consent of the Project Manager.

2.1 Trenches shall be dug to the following dimensions:

Length x 0.6m x Depth (L x W x D)

Note: L x D shall be indicated in writing by Project Manager on the specific design of the specific project.

2.2 Pole holes must be according to the following measurements:

- | | |
|---------------------------------------|--|
| 1.2m x 0.6m x depth. (L x W x D) | |
| ▪ Dimension for the pole shall be: | 10% of pole's total length plus 700mm. |
| ▪ Dimension for the MV stay shall be: | 1.2m x 0.6m x 1.8m (L x W x D) |
| ▪ Dimension for the LV stay shall be: | 1.2m x 0.6m x 1.5m (L x W x D) |

Note: D shall be indicated in writing by Project Manager on the specific design of the specific project.

3. Breaking (A. GENERAL, Section 1.3):

3.1. The unit rate for the breaking of tar, concrete or in-print paving includes the breaking of the tar, concrete or in-print paving by means of a jackhammer as well as the removal of all unwanted material to a suitable dumping site.

3.2. The unit rate for the lifting of paving includes the cost to lift any form of paving (bricks, tiles, blocks etc.). Any material that is damaged will be on the account of the Contractor.

SECTION 2: HORIZONTAL DRILLING (A. General, Section 2)

In all horizontal drilling crossings, the contractor must supply HDPE pipe and this pipe will be a standard pipe usable on all projects of CoT.

1. Horizontal drilling includes the drilling of the holes, the supply and installation of sleeves and 4mm steel wire and the placing of the end seal. Water for the drilling process must be supplied by the Contractor.
 - 1.1. At tarred road intersections a minimum of 4 spare sleeves must be installed.
 - 1.2. An accurate hole is defined as a hole which is drilled in a way that the sleeves installed are at the same height at both ends. Inaccurate holes are unacceptable, and no payment will be made for such holes. Payment will only be made for sleeves that were successful installed.
2. Drill pit (Section 2.5):
 - 2.1. The unit rate for the digging of a drilling pit includes the digging of the hole and the removal of all unwanted material to a suitable dumping site. It also includes the filling of the hole with suitable ground, the compacting and getting the compacted area to its original condition.

SECTION 3: JOINTING PIT (A: General, Section 3)

1. The unit rate for digging of a jointing pit shall be according to the following dimensions:
 - 2.5m x 1.2m x 1.2m (L x W x D),

However, the Project Manager will make the final decision on the size of the pit as per project and the contractor shall be reimbursed as such. The tariff must be per m³.

2. The rate includes all items as described in EXCAVATION AND BACKFILLING above.

SECTION 4: INSTALLATION OF SLEEVES (A. General, Section 4)

This section excludes sleeves installed by means of horizontal drilling.

1. The unit rate for installation of sleeves includes:
 - 1.1. the installation of sleeves
 - 1.2. the placing of the necessary end seals on the sleeves that are not used
 - 1.3. as well as the installation of the steel wire.
 - 1.4. If the sleeves must be installed in concrete, the unit rate must include the supply of the concrete and the casting work.
2. Payment will only be made for sleeves successfully installed. Successful installation is defined as sleeve installed at the same depth from the road or natural ground level at both ends.

SECTION 5: CROSSINGS (A. General, Section 5)

1. Railway line and oil pipe crossings (Section 5.1):
 - 1.1. The contractor bidding for this section must also bid for the following sections: Horizontal drilling, Excavations and the installation of sleeves.
 - 1.2. The Contractor also must make the necessary arrangements with the relevant institutions for assistance. The installation of the sleeves under and/or over the crossings must be according to the specifications of the institution involved.

2. Tarred, concrete or paved road crossings, entrance roads or ramps where drilling is impossible. (Section 5.2):
 - 2.1. The Contractor must bid under the following sections: Breaking of tar or concrete, excavations, installation of sleeves and the repair of surface coverings to its original condition.
 - 2.2. At road crossings, the Project Manager will specify the number of sleeves required to be installed as per installation standards of CoT.
 - 2.3. The Contractor must make the relevant arrangements with all the relevant Contractors which include the following: City Electrical Project Manager, Project Manager: Roads, Traffic Department and the Provincial Administration, to comply with their requirements and for supervision by one of their representatives when necessary.
3. Tunnel and bridge crossings (Section 5.3):
 - 3.1. The unit rate shall include the mounting of the racks or cable clamps in the tunnels or to the sides of the bridge.

SECTION 6: REPAIR OF SURFACE COVERINGS. (A. General, Section 6)

1. Channel covering tiles, paving- stones/ tiles and bricks. (Section 6.1, 6.2 and 6.3):
 - 1.1. The unit rates for the repair of tiles or bricks include the compacting of the ground and the restoration thereof to the original condition. Any bricks or tiles that break, will be for the account of the Contractor.
2. The Concrete (per m²) (Section 6.4):
 - 2.1. The unit rate for the repair of concrete pavements includes the supply, delivery, and casting of the concrete to the satisfaction of the Project Manager. The concrete must be restored to the original thickness.
3. Tarred pavement (per m²) (Section 6.5)
 - 3.1. The unit rate for the repair of tar pavements includes the supply, delivery and placing of the tar and the finishing thereof to the standards set by the Project Manager.
4. In-print concrete paving (per m²) (Section 6.6):
 - 4.1. The unit rate for the repair of in-print concrete paving includes the supply, delivery and placing of the concrete paving and the finishing thereof to the satisfaction of the Project Manager.

SECTION 8: POLES (A. General, Section 8)

1. Planting of poles (Section 8.1):
 - 1.1.1. The unit rate includes the installation of the poles, aligning of the poles and the filling of the holes with appropriate soil and the compacting thereof.
 - 1.1.2. In the case of steel poles, the unit rate shall include one or all of the following (depending on type of pole):
 - 1.1.2.1. the mounting of the base plate,
 - 1.1.2.2. the installation of the stubby and the fastening of the pole to the stubby.
 - 1.1.2.3. the installation of the base and the bolting down of the poles,
 - 1.1.2.4. the filling of the holes:

2. Anchoring of poles (Section 8.2):

2.1. The anchors are divided into 3 groups: Stays, struts and pedestals.

2.1.1. The Stay: the unit rate includes the mounting of the base plate and the installation thereof in the ground.

2.1.2. The Strut pole: the unit rate includes the installation of the strut pole in the ground and the fastening thereof to the pole being supported.

2.1.3. The Pedestal: the unit rate includes the excavation of the hole. The hole must be filled with concrete and the price of the supply, delivery and casting of the concrete must be included with the rate.

2.2. The fastening of the stay, to the pedestal and the pole; and/or the fastening of the stay to the pole being supported must be included in all unit rates above.

3. Removal of poles (Section 8.3):

3.1. The unit rate of the removal of poles includes the opening of the holes, removal of the redundant poles and the delivery of the redundant poles to the store. The backfilling of the holes and the clearing of the site must be included in the price.

4. Alignment of poles (Section 8.4):

4.1. The unit rate for the alignment of poles includes the excavation of the hole, the straitening of the pole as well as the backfilling and compacting of the hole. The site must be restored to its original state and all unwanted material must be removed to a suitable dumping site.

5. Numbering of poles (Section 8.5):

5.1. The unit rate includes the labour to number the poles. The pole numbers will either be painted or secured onto the poles.

6. Painting of poles (Section 8.6):

6.1. The unit rate includes the sandpapering of poles, application of an undercoat and the applying of a topcoat according to the standard(s) of CoT.

6.2. The pole is the complete structure and includes outreach arm, cross arm of any size and/or configuration.

7. Replacement of poles (see planting of poles, removing of poles and excavations):

7.1. The unit rate shall include the following:

7.1.1. the excavation of the old pole,

7.1.2. the removal of the old pole,

7.1.3. the planting of the new pole which is already priced under "the planting of poles" sections. The new pole shall be installed according to the standards and specifications and

7.1.4. delivery of the old poles to the nearest depot.

SECTION 9: TREES AND PLANTS (A. General, Section 9)

Applicable definitions:

1. First round: 80% or more of trees/branches must be 100mm in diameter.

2. Second round: 20% or more of trees/branches must be less than 100mm in diameter.

3. A bay is an area between two consecutive poles of an overhead line.

4. Clearance of streetlights (Section 9.6):

4.1. The unit rate for the clearing of streetlights includes the cutting away of trees and other

vegetation. The cutting must be done in a way that there is no vegetation or trees obstructing the light radiation. Prices must be given for first rounds and second rounds.

5. Clearance around the pole, treatment of weeds around the pole and treatment of the pole (Section
6. For all activities above the restoration and the clearing of the route of all unwanted material must be included in the unit price.

SECTION 11: INSTALLATION OF CABLE MARKERS OR CONCRETE BLOCKS (A. General, section 11)

1. The unit rate includes the collecting, the installation, and the punching of the necessary information on the plates.

SECTION 13: HIRING OF MACHINERY (A. General, Section 13)

1. The unit rate includes the hiring of the relevant equipment or machinery per hour.
2. The cost to hire shall be the same for after-hours, Saturdays, Sunday, and public holidays.
3. The cost of the operator of the machinery/equipment supplied by the Contractor must also be provided separately in the space provided.

SECTION 14: ISSUING OF CERTIFICATE OF COMPLIANCE (COC) (A. General, Section14)

1. The issuing of a COC shall be based on all the definitions and clauses given in the Occupational Health and Safety Act (Act 85 of 1993). It must be issued by an accredited person.
2. Only an accredited person may, after having satisfied himself by means of an inspection and test that an electrical installation complies with the provisions as given in the Occupational Health and Safety Act (Act 85 of 1993) and regulations and that it is safe, issue a COC.

B: CABLES

SECTION 1: INSTALLATION OF CABLES. (B. Cables, Section 1)

1. The unit rate includes the collection, installation of the cable and the earth wire, the handling thereof in the excavations, pipes, sleeves, or channels as well as the straightening of the cables.
2. The cost to draw up the route plans for the cables must be included in the unit rates for the installation of cables.

SECTION 2: JOINTING OF CABLES. (B. Cables, Section 2)

Cable joints must be performed by a competent person as described in section C3.5. - CERTIFICATIONS.

1. The unit rate for the jointing of low voltage cables includes:
 - 1.1. the marking of the joint,
 - 1.2. the marking of the cable,
 - 1.3. the performing of the necessary work and that may be necessary to finish the joints properly.
2. The unit rate for the jointing of a LV, 35 mm² and smaller, cable must include the cost of the jointing pit.
3. The Contractor will be expected to make a test joint at his own cost before he will be allowed to perform cable joints.

3.1. Material for the test joints must be supplied by the Contractor.

SECTION 3: TERMINATION OF CABLES (B. Cables, Section 3)

Terminations must be performed by a competent person as described in section C3.5. - CERTIFICATIONS.

1. The unit rate for the termination of high and low voltage cable includes the termination of the cables, marking of the cables, the drawing up of the necessary cable route plans and any work which may be necessary to finish the termination points according to standards.
2. The Contractor will be expected to make a test termination at his own cost before he will be allowed to perform cable terminations.

2.1. Material for the test terminations must be supplied by the Contractor.

SECTION 4: SHIFTING OF CABLES (B. Cables, Section 4)

1. The unit rate for the shifting of cables includes the following:
 - 1.1. opening of the cable trench as well as the removal of the cable to a new position,
 - 1.2. the cost to loosen or fasten any connections or the cutting of the cable, and
 - 1.3. the cost to fill and compact the old and new trenches,
2. In the case where the old cable is left in the ground the unit rate includes the following:
 - 2.1. opening of the cable trench at the cutting points and the cutting of the cable,
 - 2.2. the filling and compacting of the holes with suitable soil,
 - 2.2.1. If another cable must be joined in at that point no payment will be made under [JOINTING PIT \(A: General, Section 3\)](#).

SECTION 6: CABLE FAULT DETECTION AND REPAIR (B. Cable, Section 6)

1. The unit rates for cable fault detection include the costs to locate the fault and the excavation of the fault point.
 - 1.1. The fault point must be indicated on the complaint form and must be inspected by the Project Manager prior to repair.
 - 1.2. Payment will only be made for cable faults which were correctly indicated.
2. The unit rate for cable fault repair includes the cost to repair the fault.
 - 2.1. The material used to repair the fault must be indicated on the given space of the complaint form, i.e. length of cable, cable joints and any other material used.
 - 2.2. A cable must be repaired within 5 working days, from the moment of detection.
3. The material will be supplied by the CoT.

C: STREETLIGHTS

SECTION 1: FITTINGS (C. Streetlights, Section 1)

1. The unit rate for mounting of fittings includes:
 - 1.1. the mounting of the fitting on the cross arm and the electrical connection thereof,
 - 1.2. the installation and connection of the starting panels and the installation of the lamps, and

- 1.3. performance of the necessary tests on completion of the works.
2. The unit rate for the replacement of fittings includes:
 - 2.1. the removal of faulty or damaged fittings and the installation of new fittings,
 - 2.2. the cost of all electrical connections and the rewiring,
 - 2.3. the installation and connection of the starting panels, photocells and lamps,
 - 2.4. performance of the necessary tests on completion of the installation.
 - 2.5. The old fittings must be returned to the relevant work section.
 - 2.5.1. The complaint number for that address should be written inside the fitting in the event of replacement.

SECTION 2: STARTING PANELS (C. Streetlights, Section 2)

1. Panel replacement (Section 2.1)
 - 1.1. The unit rate of panel replacement includes the removal of the faulty panel, the installation of a new panel and the performance of all necessary tests.
 - 1.1.1. Performance of the necessary tests must be included.
2. Panel repair (Section 2.2)
 - 2.1. The unit rate for panel repairs includes the location of the fault and the repair thereof.

The cost to collect and deliver the panels to the relevant work section must be included. The appropriate section's supervisor must be present during the repair work.

SECTION 3: STREETLIGHT CONTROL UNIT (C. Streetlights, Section 3)

1. Installation of Control Unit (Section 3.1):
 - 1.1. The unit rate includes the installation and testing of the whole unit.
2. Repair work (Section 3.2):
 - 2.1. The unit rate for the repair work on the control units includes the following:
 - 2.1.1. The cost to repair/replace one of the following items: circuit breaker, contactor, photocell & base, lightning arresters, wiring and fuses,
 - 2.1.1.1. The cost to repair/replace a photocell must be same whether it is mounted on a pole (in case of mini-sub) or on the unit (in case of overheads).
 - 2.1.2. The cost to locate the fault,
 - 2.1.3. The cost to return the faulty item to the relevant change to deport,
 - 2.2. Any item replaced must be tagged with the complaint number.
 - 2.3. On completion of the repair work, the whole transformer area must be inspected to ensure that the whole area is functional. The cost of the transformer area inspection must be included.
 - 2.4. The address should be neatly recorded on the complaint form.
3. Resetting tripped circuit breaker (Section 3.3):
 - 3.1. Two rates must be given:
 - 3.1.1. The first rate is when a circuit breaker must be reset in a street light supply area, where other faults must be repaired at the same time.

3.1.2. The second rate is when a circuit breaker must be reset but no other faults to be repaired that exists in that specific supply area.

3.2. The cost to do a transformer area inspection, to see if the whole area is functional, must be included in the unit rate.

SECTION 4: MOUNTING OF CROSS ARM (C. Streetlights, Section 4)

1. The unit rate includes the labour and skills required to mount the cross arm on the pole.

SECTION 5: REPLACEMENT OF CROSS ARM (C. Streetlights, Section 5)

1. The unit rate for the replacement of cross arms includes the cost:
 - 1.1. of replacing the faulty cross arm with a new cross arm,
 - 1.2. to mount and wire the fittings,
 - 1.3. to install the lamps and testing of the installation,
2. The faulty cross arm must be delivered to the stores and the cost to deliver must be included in the unit rate. Any replaced item must be tagged with the complaint number of the specific address.

SECTION 6: WIRING OF STREETLIGHT POLES (C. Streetlights, Section 6)

1. The unit rate includes:
 - 1.1. the installation of the circuit breaker mounting plate,
 - 1.2. the installation of the connectors and the circuit breakers in the pole base,
 - 1.3. the mounting of the photocell on the fitting where necessary, and
 - 1.4. the termination of all cables in the pole and the installation of the conductors from the pole base to the fitting.

SECTION 7: REPLACEMENT OF LAMPS (C. Streetlights, Section 7)

1. The unit rate includes the cost to replace any faulty lamp with a new lamp.
2. The faulty lamps must be returned to the relevant depot.

SECTION 8: STREETLIGHTS - GENERAL (C. Streetlights, Section 8)

1. Single complaints:
 - 1.1. The unit rate for single complaints includes the costs to attend to a streetlight complaint and to solve the complaint within 24hrs.
 - 1.1.1. The unit rate for a single complaint must make provision for one or any combination of the following problem areas:
 - 1.1.1.1. Starting panel replacement, streetlight control units, faulty lamps, cable faults, nu-lite signs and line faults.
 - 1.1.2. The following must be taken into consideration when pricing:
 - 1.1.2.1. The cost to determine the origin of the fault must be included and the open divisions for the concerned area should be indicated on the complaint form in the space provided.
 - 1.1.2.2. Complaint forms should be accurately completed, making use of the given

symbols as provided.

- 1.1.2.3. Complaints received must be signed for, and complaints which are not brought back, will be disregarded by the Project Manager once the invoices are presented.
 - 1.1.2.4. All the replaced items must be tagged with the complaint number of the specific address.
 - 1.1.2.5. On repairing the single complaint, the contractor must activate the photo-cell by covering it and inspecting the area. He shall then repair all the other faults identified during the inspection and report them to Streetlight Complaint Office. Payment shall be at a single complaint rate for all other fault identified.
 - 1.1.2.6. The cost to do a transformer area inspection after completion of the repair work, to determine if the whole area is functional, must be included in the unit rates.
 - 1.1.2.7. The cost to test the installation after completion of the repair work must be included.
2. The contractor must supply a rate of moving the streetlight's control unit to a place higher or as recommended by the project manager or specification from 6m above normal ground level.
 3. Only persons qualified to work on live lines shall be permitted to do work. Such persons must have a relevant trade test qualification.

D. HIGHMAST MAINTENANCE

SECTION 1: MAINTENANCE ON HIGHMAST LIGHTS (D. High Mast Maintenance, Section 1)

1. Repair Work:

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

- 1.1.1. Photocell, photocell holder, circuit breakers, contactors, doors,

These items shall not require Lowering and hoisting equipment. If the tenderer discovers a highmast with a different configuration, the project manager shall authorise lowering and hoisting prior to work commencement. Faulty items must be returned to the relevant depot.

- 1.1.2. Igniters, chokes, lamp and lamp holder, capacitors, and luminaires

These items require Lowering and hoisting equipment for repair work to be done. Faulty items must be returned to the relevant depot.

2. The cost to lower and hoist the highmast ring shall be separated from repair work and shall be a unit per highmast light. The tenderer shall report faulty hoisting mechanism to the relevant depot.

- 2.1. These items shall conform to the following OHS Documents, when lowering and hoisting highmast rings.

EED/PLS/OP 7.5.1/1 WP01; EED/PLS/OP 7.5.1/1 WP02; EED/PLS/OP 7.5.1/1 WP03; and EED/PLS/OP 7.5.1/1 WP04

3. Climbing of highmast shall be done by authorised persons, with level 4 Robe Access Accreditation Certificate. The certificate shall not be older than 1 calendar year. The tenderer shall ensure that there is a supervisor when Climbing takes place.
4. Dropping and hoisting highmast poles shall be done as follows;

4.1. 40m Highmast shall be dropped with 50-ton crane.

4.2. 15m 25m and 28m highmast shall be dropped and hoist with 35-ton crane.

The cost of the item shall include Qualified Rigger with a valid accreditation certificate not older than 1 calendar year and a certified crane operator. The tenderer shall provide CoT with the Rigger's experience. The tenderer is not allowed to drop and hoist the highmast without written approval and supervision from the responsible depot.

The tenderer shall present safety certification of the coffin hoist and sling cable, prior to dropping and hoisting the highmast poles.

4.3. Inspection and fault location shall be done by certified persons.

E: OVERHEADS

E1. URBAN AREA

SECTION 1: DRESSING/ STRIPPING OF POLES (E1. Urban area, Section 1)

Definitions:

1. Cross-arm is pole/structure (shorter than a pole suspending the conductor) mounted at the level of the suspending pole where its use includes the mounting of insulators, clamps, or other items horizontal at a required height above natural ground level.
2. Clamp is an apparatus used to provide straining, suspension, and dead-end configuration on the network infrastructure.

Items

3. Dressing (Section 1.1):
 - 3.1. The unit rates for each section must include the cost of the drilling of any holes which may be necessary to install equipment and the mounting of the items on the poles.
 - 3.2. A separate price must be given for each item.
4. Stripping (Section 1.2):
 - 4.1. The unit rate includes the cost to remove any items from the poles. A separate price must be given for each item as specified in the price list. The cost of returning the items to the store must be included in the unit rates.

SECTION 2: BARE CONDUCTORS (E1. Urban area, Section 2)

1. Stringing of conductors (Section 2.1):
 - 1.1. The unit rate for the stringing of conductors includes the cost of the stringing and termination of the conductors and the connection of the conductors to the poles or other equipment.
 - 1.2. The unit rate to install, a specified size of copper or aluminium conductors include the cost to install the three phase conductors, the neutral conductor and the streetlight conductor.
2. Removal of conductors (Section 2.2):
 - 2.1. The unit rate for the removal of conductors includes the cost to remove the conductors and the return thereof to the stores. The price must be given per bay. (Bay: distance between two

consecutive poles).

SECTION 3: AERIAL BUNDLE CONDUCTORS (E1. Urban area, Section 3)

1. The unit rate for the replacement of bare conductors with bundle conductors includes the moving of the streetlights, the stripping of the poles and the removal of the existing conductors. It includes the cost to mount the necessary clamps and the installation of the bundle conductors. The cost of any connections that are made to conductor must be included. Stringing pulleys and phase separators must be supplied by the Contractor. A cable car must be supplied by the Contractor and must be used when stringing the bundle conductors.
2. The unit rate for new construction with bundle conductors includes the cost to mount any clamps to the poles and the stringing of the bundle conductors. The cost of any connections that are made to conductor must be included. Stringing pulleys and phase separators must be supplied by the Contractor. A cable car must be supplied by the Contractor and must be used when stringing the bundle conductors.

SECTION 4: SERVICE CONDUCTORS (E1. Urban area, Section 4)

1. The unit rate for the stringing of bare conductors includes the cost of stringing the conductors.
2. The unit rate for the removal of bare conductors includes the cost to remove the conductors and the return thereof to the stores.

E2. PERI-URBAN

SECTION 1: DRESSING / STRIPPING OF POLES (E2. Peri-urban, Section 1)

1. Dressing (Section 1.1):
 - 1.1. The unit rates for each section must include the cost of drilling any holes which may be necessary for the installation of equipment.
 - 1.2. The unit rate includes the cost of the mounting of the different items as specified in the price list. In the case of fuses the unit rate includes the cost of mounting the gates and the installation of the fuses.
 - 1.3. Single phase transformers and three phase transformers up to 50 kVA must be mounted onto the poles while the three phase transformers, >50 kVA, must be mounted on a platform. The unit rate for the mounting of three phase transformers must include the cost to erect the platform and the installation of the transformer.
2. Stripping (Section 1.2):
 - 2.1. Separate unit rates must be given for the items listed in the price list. It includes the cost to return any refuse material to the stores. Any transformer, GN, KFME etc. which is removed must be returned to the store and the cost must be included.

SECTION 2: BARE CONDUCTORS (E2. Peri-urban, Section 2)

1. Stringing of conductors (Section 2.1):
 - 1.1. The unit rate includes the cost of the stringing, termination and the connecting of the conductors to the poles or other equipment.
 - 1.2. The unit rate for the stringing of the conductors includes the cost to string all three phases.
2. Removal of conductors (Section 2.2):
 - 2.1. The unit rate includes the cost to remove the conductors and the return thereof to the stores.

The price must be given per bay.

E3. GENERAL URBAN AREA AND PERI-URBAN

SECTION 3: CUTTINGS (E3. General urban area and peri-urban, Section 3)

1. Urban area (Section 3.1):

1.1. The unit rate for the making of cuttings includes the cost of cutting the conductors, the installation of cross arms and links and the connection of the conductors to the equipment. The cost to return any unwanted or refuse material to the stores is included.

2. Peri-urban (Section 3.2):

2.1. The unit rate for the making of cuttings includes the cost of cutting the conductors, the installation of the equipment and the connection of the conductors to the equipment. The cost to place the necessary insulators and the connecting thereof to the conductors must be included. The cost to return any unwanted or refuse material to the stores must be included.

E.4 ABC STRUCTURES

SECTION 1: INSTALLATION OF ABC STRUCTURES (SECTION 1)

1. The unit rate includes that installation and assembly of the structure complete onto the pole.
2. The structure shall be to the prescribed standard by the project manager.

F: COMPLIANCE TO OCCUPATIONAL HEALTH AND SAFETY REGULATIONS

Notwithstanding any laws stated in any part of this tender document and the contract, the contractor is required to comply with the Occupational Health and Safety (OHS) Act and regulations as amended from time to time. On completion of a maintenance project, the Principal Contractor shall submit all documentation required for the consolidated safety file to City of Tshwane as part of the project hand over documentation.

The main Contractor shall make provision and maintenance of a **Health and Safety Plan**, risk assessment, permit applications, notifications and a health and safety file on site containing all the documentation required in terms of the act and applicable regulations. The safety plan must always be specific to the project for which it is going to be applied.

C3.4.2 STANDARD SPECIFICATIONS

These specifications will be made available to appointed contractors should the need arise during the contract period.

Table 1

TMME-IS-01	General Rev 1
CTMME-IS-02	Positioning of services Rev 1
CTMME-IS-10	Miniature substations Rev 1
CTMME-IS-20	Low voltage distribution boxes Rev 1
CTMME-IS-30	Underground cable reticulation Rev 1
CTMME-IS-40	Earthing Rev 1
CTMME-IS-50	Overhead lines Rev 1
CTMME-IS-60	Streetlights Rev 1
CTMME-IS-70	Substations Rev 1

CTMME-IS-80	Inspection Forms Rev 1

Table 2

CITY OF TSHWANE REWORKING OF INSTALLATION SPECIFICATIONS DRAWING REGISTER		
Old Dwg. no.	New Dwg. no.	Description
A-1718	A-1800	11kV overhead line three phase t-off – Staggered Vertical Construction (Front view)
A-1720	A-1801	11kV overhead line Two phase t-off to the left & three phase T-off to the right – Staggered Vertical Construction
A-1722	A-1802	11kV overhead line Three phase t-off to the left vertical in-line strain construction (side view)
A-1724	A-1803	11kV overhead line three phase t-off to the Right – Staggered Vertical Construction
A-1727	A-1804	11kV overhead line strain assembly 30° - 90° (vertical) (type B)
A-1728	A-1805	11kV overhead line in-line strain assembly 0° - 10° (vertical)
A-1729	A-1806	11kV overhead line terminal assembly
A-1730	A-1807	11kV overhead line strain assembly 30° - 90° (vertical) (typeA)
A-1731	A-1808	11kV overhead line strain assembly vertical (30° deviation)
A-1732	A-1809	11kV overhead line intermediate assembly (small deviation)
A-1733	A-1810	11kV overhead line intermediate assembly 0° (staggered vertical)
A-1734	A-1811	11kV overhead line stay rod installation for wooden poles
A-1735	A-1812	11kV overhead line wooden pole stay assembly
A-1736	A-1813	Pole mounted 3-phase 11kV/400/230V transformer and earthing installation details
A-1740	A-1814	Earth mat Manufacturing details
A-1743	A-1815	Pole mounted single phase 11kV/230V transformer and earthing installation details
A-1744	A-1816	11kV overhead line two stay needed
A-1745	A-1817	11kV overhead line road crossing
A-1748	A-1818	11kV overhead line change from vertical to horizontal
A-1749	A-1819	11kV overhead line with section switches
A-1752	A-1820	11kV overhead line with slack span connection
A-0356	A-1821	LV Neutral surge arrester installation
A-1000	A-1822	Open wire assemblies – earthing bracket
A-1002	A-1823	CT/VT installation (Front & side view)
A-1004	A-1824	4 pole auto-recloser structure (Front view)
A-1005	A-1825	11kV overhead line automatic recloser or sectionalizer installation (4-pole) with LV control
A-1006	A-1826	LV-pole mounted meter box
A-1007	A-1827	Service connection from open wire system
A-1008	A-1828	LV intermediate assembly – open wire system
A-1100	A-1829	LV ABC three phase bare neutral suspension assembly (0 - 30°) wood pole
A-1120	A-1830	LV ABC three phase terminal assembly (wood pole)
A-1121	A-1831	LV ABC three phase strain assembly (0 - 60°) wood pole
A-1122	A-1832	LV ABC three phase strain assembly (60 - 90°) wood pole
A-1140	A-1833	LV ABC three phase T-off assembly from intermediate (wood pole)
A-1141	A-1834	LV ABC three phase cross assembly from intermediate (wood pole)
A-1142	A-1835	LV ABC three phase T-off assembly from strain (wood pole)

A-1143	A-1836	LV ABC three phase cross intermediate – strain assembly from intermediate (wood pole)
A-1168	A-1837	Overhead (flying) stay arrangement for wood pole
A-1850	A-1838	Section/equipment links cut/out 1300 steel crossarm/single pole
A-3000	A-1839	8m wood pole with stay
A-3001	A-1840	8m wood pole with strut pole
A-3002	A-1841	Transformer pole

C3.5. CERTIFICATIONS

There are specific services or activities which would require only certified persons to perform them, and such certification shall be issued by the CoT with the written consent of the Project Manager. The procedure to obtain certification is given below:

- a. An application must be made, in writing, to the relevant section/depot. In the application it must be stipulated if the Contractor/Sub-contractor want to:
 - b. Be tested or
 - c. Do the training which includes testing.
 - i. The application must be sent by the section to the Consulting Engineer: Technical Training Operations or appointed person with the same authority.
 - ii. If the Contractor/Sub-contractor need only be tested, a test date must be organized with the relevant representatives.
 - iii. Both the theoretical and practical test must be passed before the certificate will be issued. The Contractor/Sub-contractor must provide his own equipment, material and tools for the practical test.
 - iv. If the Contractor/Sub-contractor requests to do the course, the course date and the invoice will be provided to the Contractor/ Sub-contractor by the Technical Training Operations. Both the theoretical and practical tests must be passed before the certificate will be issued.
 - v. The certificate will be issued by the Technical Training Operations and a copy will be send to the section involved after the invoice has been paid. The certificate must always be available when requested.
 - vi. and the invoice will be provided to the Contractor/ Sub-contractor by the Technical Training Operations. Both the theoretical and practical tests must be passed before the certificate will be issued.
 - vii. The certificate will be issued by the Technical Training Operations and a copy will be send to the section involved after the invoice has been paid. The certificate must always be available when requested.

C3.6. ADMINISTRATIVE ARRANGEMENTS

3.6.1 The administrative tasks and conditions as set out in the audit trail policy of the COT must be carried out by each contractor. If the Contractor does not abide by these conditions, his/her contract may be suspended. The following submissions shall form part of the contractor's report:

- a. The contractor will be requested to report on progress on site as required by the Project Manager.
- b. The contractor must submit a signed "Approved Appointment Form with Approved Unit

Rates” together with the invoice where applicable.

- c. The contractor shall be required to produce a Certificate of Compliance for the work completed and requiring such certification by law.

3.6.2 A project appointment letter or purchase order is a document/form stating that the contractor has been appointed for a specific stated project. The document shall further state:

- a. The duration of the project, i.e., starting and completion dates,
- b. Total cost of the part of the project for which the contractor has been appointed,
- c. The reply period,
- d. Project supervisor and other matters that may be relevant for the project at the time of the appointment.

3.6.3 The employer may at any time require all information about the contractor's employees. If any irregularity is found, the employer may order the removal of such employee from the project and such person shall not be involved with the contractor (for the specific project) under the awarded contract from the next day after the notification has been served.

The employee may be re-appointed provided that the employer agrees and that whatever information that was not available, is available and acceptable.

3.6.4 The contractor must comply with all the applicable CoT's procurement policies.

C3.7 SUBCONTRACTORS

The CoT subject to clause 56 (subcontracting) hereby consents to the private party subcontracting to perform all or any portion of its obligation to the subcontractors.

The contractor shall submit the following:

1. Relevant experience of the subcontractor/s: i.e., Maintenance of low voltage (LV) electricity distribution and/or public lighting infrastructure. (Years of relevant experience). Copy(s) of appointment letter/s and testimonial/s or reference letter/s or completion certificate/s from the contactable client/s to be attached.
2. Experience of subcontractor's key staff: General Experience and qualifications of Key Staff's experience that is relevant to the scope of work (Submit CVs or Reference letter/s as proof of experience)

The appointment of subcontractors shall be subject to the approval of the Group Head.

Proposed subcontractors shall first be introduced to the engineer before he (the subcontractor) commences work. The subcontractor shall have a thorough knowledge of the work to be carried out under his portion of the contract. The engineer will make payments in favour of the main contractor alone. The contractor shall mutually arrange payments between himself and the subcontractor.

The responsibility for communication, standard and quality of workmanship or material remains the responsibility of the main contractor.

C3.8 NOT APPLICABLE

C3.9. INSURANCE

The Contractor shall ensure that all the works performed under this contract are insured. The insurance shall be against public liability.

The Contractor must provide proof of such insurance to the Project Manager within 14 (fourteen) days after the notification of acceptance of the tender.

The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is ten million Rands (R 10 000 000.00)

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is as set out in Compensation for Occupational Injuries and Diseases Act (COIDA) as well as a group life insurance for at least three times the employee's total annual earnings.

The cover shall provide these insurances from the table	
Insurance against:	Loss of or damage to the works, Plant and Materials.
Cover / indemnity:	R10 million.
The deductibles are:	According to the Declaration Form from Insurance and Risk Management of CoT.
Insurance against:	Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.
Cover / indemnity	R10 million.
The deductibles are	According to the Declaration Form from Insurance and Risk Management of CoT

C3.10. PERFORMANCE BOND, GUARANTEES AND RETENTIONS

C3.10.1. PERFORMANCE BOND AND GUARANTEES

Should the contractor not comply with the terms and conditions of this contract and/or appointment under this contract, he shall be warned in writing by the employer or the representative of his failure to perform. As a result of three warning letters being provided under the same contract, the employer shall have the sole right to take one or more of the steps against the contractor:

- d. terminate the contract between the contractor and the employer for the remainder of the contract period.
- e. suspend the contractor for the remaining period of the contract. The contractor shall qualify to bid for the same contract with the same scope of works but only after the contract for which he was suspended has expired.
- f. If the performance bond clause is applied, the retention amount for the specific project for which the clause is applied or the total retention amount already withheld by CoT for other projects, whichever is higher, shall be forfeited.
- g.

The contractor may not refuse any work allocated to them other than for the following reasons:

- A). The works are not according to the works information and there is no rate tendered for in the contract data or the new rate (provided by CoT) is not market related,
- B). the contractor does not have capacity to provide the works using the new scope which is not part of the contract.

If the contractor refuses work for any other reason, such refusal is noted and can be used as a reason for termination of this contract."

C3.11. PRICE ADJUSTMENTS FOR INFLATION

Tenderers are required to register with SEIFSA (Steel and Engineering Industries Federation of South Africa) and obtain periodic SEIFSA rates for various categories applicable to this contract. Contractors and Subcontractors shall obtain their own copies (at their own cost) of the SEIFSA rates documents for contract management purposes and for use for the duration of the Contract. City of Tshwane or its representative may request such rates at any time during the contract and contractors should provide

them within the response time stipulated in this document. The base date for indices is the month prior to the month in which the tender was awarded.

Prices/Rates tendered shall remain fixed for every 12 months of the contract. The first 12 months is the rates as they are tendered while the second and third 12 months are calculated using SEIFSA index stated below.

The proportions used to calculate the Price Adjustment Factor are:

For Material price calculation:		
1.00	linked to the index in	Table C-3(a) of the SEIFSA Index
0.00		Table O of the SEIFSA Index
0.00		Table L-1 of the SEIFSA Index
For Unit Rates and hourly tariff calculation;		
0.70	linked to the index in	Table C-3(a) [field force] of the SEIFSA Index
0.20	linked to the index in	Table P of the SEIFSA Index (Plant and Machinery before installation)
0.10		Table L-1 (freight cost) of the SEIFSA Index
The indices are those prepared by Steel and Engineering Association of South Africa.		

C3.12.1. REFERENCE DOCUMENTS:

1. The document "NEC3 Engineering and Construction Contract", June 2005.

Tenderers/contractors and subcontractors shall obtain their own copies (at their own cost) of this document for tendering purposes and for use for the duration of the contract from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 and shall bear all expenses in this regard. This document shall form part of the contract.

C3.13 STAGES OF EVALUATION

The tender will be evaluated as follows.

Stage 1: Administrative compliance

Stage 2: Mandatory Requirements

Stage 3: Functionality Criteria

Stage 4: Preference Point System

C3.13.1. STAGE 1: Administrative evaluation.

Failure to comply with the administrative requirements will disqualify the tender from further evaluation.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; ☐ A copy of their Tax Clearance Certificate (TCS); or ☐ Indicate their tax compliance status PIN.		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.
b) a copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.
c) Confirmation that the bidding company's rates and taxes are up to date: • Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councilors confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councilors confirming they are residing in that area		Was a Municipal Account Statement(s) or landlord letter(s) provided for ALL the bidding company's (SA based) directors? The names and/or addresses of all directors on statement correspond with CIPC document? Are all payments up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation		All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorised (any director / member / trustee as indicated on the CIPC

of authority should be submitted with the bid document. NB: Bidders must ensure that the directors, trustees, managers, principle shareholders, or stakeholders of this company declare any interest in any other related companies or business whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u>		document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or none submission of the above, will be considered)?
Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years. NB: The bidder must submit signed audited annual financial statements for the most recent 3 years, or if established for a shorter period, submit audited annual financial statements from date of establishment. If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit Proof that the bidder is not required by law to prepare Audited financial statements.		Applicable for tenders above R10m in conjunction with MBD 5) Are Audited financial statements provided (Audited financials must be signed by auditor)? Or
f) Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture) • Where the bidder bid as a Joint Ventures (JV), the required or relevant documents as per (a) to I above must be provided for all JV parties. • In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. • Note: It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from The City.		If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to e) must be provided for all partners of the JV.
Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder.

		Bidders will be disqualified should they fail to attend compulsory briefing session
Pricing schedule (All items must be quoted for in pricing schedule and if not all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto. Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.

C3.13.2. STAGE 2: Mandatory requirements (This process is preceded by administrative evaluation):

Below are the items that will be used for technical evaluation.

- iv. Submit proof of valid CIDB registration certificate of 3EP or higher
- v. Contractors must submit proof the required vehicles to execute the works as per FORM RD.D.2. Any of the following shall be accepted as proof:
 - 4. Proof of ownership for vehicles to be used.

OR

- 5. Letter of undertaking (from the owner of the vehicles) to lease vehicles or lease agreement.

OR

- 6. A letter of support from financial institution undertaking to provide funding for the required vehicles.

	Type of Vehicle	Required document	Minimum Quantity
1	Cherry Pickers	Certified copies of vehicle registration certificates and/or agreements to lease	3
2	TLB	Certified copy/s of vehicle registration certificate/s and/or agreement to lease	1
3	1 Tonne Light Delivery Vehicle (LDV)	Certified copies of vehicle registration certificates and/or agreements to lease	2
4	8 Tonne Truck	Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease	1

- vi. Contractors must submit Compensation for Occupational Injuries and Diseases Act (COIDA) letter of good standing. Failure to submit COIDA letter of good standing shall disqualify the Contractor from further evaluation.
- vii. Contractors must submit a SHEQ plan with the tender document. The SHEQ plan must be in accordance with Occupational Health and Safety (OHS) regulations and must be in line with the safety specification and baseline risk assessment of this tender. Failure to submit the SHEQ plan shall disqualify the contractor from further evaluation.
- viii. Contractors must submit copies of Qualifications and CVs of the following key staff.
 - 5. **Project Manager** (National Diploma (N/T/S) or higher in Electrical Engineering)
 - 6. **Technical Assistant** (N4 Certificate in Electrical Engineering and Trade Test Certificate as an Electrician)
 - 7. **Electrician** (Trade Test Certificate as an Electrician)
 - 8. **Construction Health and Safety Officer** (Registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer (CHSO))

Failure to submit any of the documents shall disqualify the contractor from further evaluation.

C3.13.3. STAGE 3: Functionality Criteria

The following criteria and weights will be applied when bids are assessed for Stage 3: Functionality:

Item	Description	Document proof to be submitted with the tender	Schedule A (CoT minimum requirements)	Schedule B (Tenderer's offer and guarantees)		
				Owned by Contractor	To be leased by the Contractor	Total
1	Technical Assistant	CV and certified copies of N4 Certificate or higher in Electrical Engineering and Trade Test Certificate	1			
2	Electrician	CVs and certified copies of Trade Test Certificates	4			
3	Cherry Picker	Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease	3			
4	Tractor-loader-backhoe (TLB)	Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease	1			

5	1 Tonne Light Delivery Vehicles (LDV)	Certified copies of vehicle registration certificates and/or agreements to lease	2			
6	8 Tonne Crane Truck	Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease	1			
7	Construction Health and Safety Officer	CV and certified copy of the registration certificate with the SACPCMP as a Construction Health and Safety Officer (CHSO)	1			
8	Project Manager	CV and certified copy of the National Diploma (N/T/S) certificate or higher in Electrical Engineering	1			

iii. The CoT reserves the right to contact references submitted by the contractor.

iv. Bids that do not achieve a minimum score of 60 points (out of 100) for functionality will not be evaluated further and will not be considered further.

2. Please note should any of the nominated staff be replaced, the successfully appointed contractor will be required to ensure that such replacements must have equivalent criteria as above and this need to be approved by the City of Tshwane.

C3.13.3. STAGE 4: Preferential Point System of the 90/10 preference point system

Indicate whether the preferential points to be used will be the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies - Level 1 - Level 2 - Level 3 - Level 4 - Level 5 - Level 6 - Level 7	4 Points 3.5 Points 3 Points 2.5 Points 2 Points 1.5 Points 1 Point	Valid Certified copy of BBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate.

- Level 8 - Non-compliant	0.5 Points 0 Points	
EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate
At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation - City of Tshwane - Gauteng - National	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.

Note1:

- The City of Tshwane reserves the right **to offer all awarded bidders the rates of the acceptable highest scoring bidder on price or average rates of the acceptable bidders.** However, no bidder will be offered an item rate more than what they quoted for the specific item.

Note 2:

- It is the intention of the CoT to award this bid to more than one contractor per depot. However, **should the number of acceptable bidders be less than twenty (20),** the table below will be used to evaluate the capability of a contractor to be allocated more than one depot:

CIDB Grading	Maximum number of awardable depots per contractor
3 EP	1 Depot area
4 EP	2 Depot areas
5 EP or higher	3 Depot areas

Appointments will be subject to the minimum CIDB requirements as set out in the table above.

VALIDITY PERIOD

The validity period for the tender after closure is 90 days. City of Tshwane shall have right and power to extend any tender validity period beyond any initial validity period set

and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalized while the quotations/bids are still valid.

MARKET ANALYSIS

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the tenderer will be disqualified for being non-responsive.

On confirmation by the bidder, a formal contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

FORM A:

SCHEDULE OF PLANT, EQUIPMENT, MACHINERY AND PERSONELL

The following are lists of major items of relevant resources that may be required from time to time during the execution of this contract. The tenderer must fill in the details in Schedule B. The tender further declares that all equipment/resources as furnished will be made available for this contract. The tenderer must demonstrate a tentative agreement/ quotation/similar which may be subject to this contract being awarded for items that will be hired. The CoT shall reserve a right to inspect the premises of the contractor to verify the furnished information.

Schedule A: CoT's specific minimum requirements

Schedule B: Tenderer's offer and guarantees. Must be filled in by tenderer/contractor

Failure to complete this form in full will result in the tenderer being disqualified.

Failure to meet the minimum requirements shall disqualify the tender.

Item	Description	Document proof to be submitted with the tender	Schedule A (CoT minimum requirements)	Schedule B (Tenderer's offer and guarantees)		
				Owned by Contractor	To be leased by the Contractor	Total
1	Technical Assistant	CV and certified copies of N4 Certificate or higher in Electrical	1			

Part T2: Tender Procedures

		Engineering and Trade Test Certificate				
2	Electrician	CVs and certified copies of Trade Test Certificates	4			
3	Cherry Picker	Certified copies of vehicle registration certificates and/or agreements to lease	3			
4	Tractor-loader-backhoe (TLB)	Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease	1			
5	1 Tonne Light Delivery Vehicles (LDV)	Certified copies of vehicle registration certificates and/or agreements to lease	2			
6	8 Tonne Crane Truck	Certified copy/s of vehicle registration certificate/s and/or agreement/s to lease	1			
7	Construction Health and Safety Officer	CV and certified copy of the registration certificate with the SACPCMP as a Construction Health and Safety Officer (CHSO)	1			
8	Project Manager	CV and certified copy of the National Diploma (N/T/S) certificate or higher in Electrical Engineering	1			

NB: Where the tenderer does not meet the minimum requirements FORM A, the tenderer will be disqualified.

FORM B:

SCHEDULE OF TENDERER'S PREVIOUS SIMILAR EXPERIENCE
(The previous experience must be relevant to the technical specification.)

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF CONTRACT	DATE STARTED	DATE COMPLETE D	TOTAL CONTRACT AMOUNT
1 _____ (company or Client) _____ (contact person) _____ (telephone)				
2 _____ (company or Client) _____ (contact person) _____ (telephone)				
3 _____ (company or Client) _____ (contact person) _____ (telephone)				

Part T2: Tender Procedures

4 _____ (company or Client) _____ (contact person) _____ (telephone)				
5 _____ (company or Client) _____ (contact person) _____ (telephone)				
6 _____ (company or Client) _____ (contact person) _____ (telephone)				

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

a. Preamble

- This preamble to the Schedule of Rates provides the tenderer with guidelines and requirements with regard to the completion of the Schedule of Rates. **The Schedule must be completed in black ink** and the tenderer is referred to the Tender Data regarding the correction of errors.
- The Schedule of Rates shall be read with all the documents which form part of this Contract.
- The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work in terms of the Conditions of Contract and Special Conditions of Contract, the Specifications, and the Project Specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work at which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Schedule of Rates: Schedule of quantities

- The quantities set out in the schedule of rates are approximate quantities. The quantities of work accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor. The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities certified for payment. Work will be valued at the rates tendered, subject only to the provisions of the general conditions of contract and this preamble.
- The tendered rates shall include full compensation for overheads, profits, incidentals, duties, levies, taxes (except VAT), and for the completed items of work as specified. Full compensation for completing and maintaining (during maintenance period) the work shown on the drawings and specified in the standard specifications and project specifications, and for the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications, shall be deemed collectively provided for in the payment items in the schedule of rates, except that the quantities in the schedule of rates are approximate quantities only.
- Reference shall be made to the Conditions of Contract and Special Conditions of Contract regarding Provisional and Prime Cost Sums.

PLEASE TAKE NOTE:

The bidders shall quote and submit rates for all items in the schedule of rates from Section A to Section F. Failure to follow this instruction will result in disqualification.

b. Pay Items

- i. The abbreviated descriptions of the payment items given in the Schedule of Rates are only for the purposes of identifying the items and providing specific details. Reference shall be made, inter alia, to the Drawings, Specifications, Particular Specifications, Project Specifications, Conditions of Contract and Special Conditions of Contract for more detailed information regarding the extent of the work entailed under each item.
- ii. The amount of work or the quantities of materials stated in the schedule of rates shall not restrict or extend the amount of work to be done or the quantities of materials to be supplied by the contractor.

The quantities of materials or the amount of work listed in the schedule of rates shall not be regarded as authorization for the contractor to order materials or to execute work. The contractor shall obtain the employer's detailed instructions (purchase order) for all work before ordering any materials or executing work or making arrangements. [See *Material Rates for conditions of supply of materials*].

- iii. The item numbers appearing in the Schedule of Rates refer to the corresponding item numbers in the Particular Specifications and in the Project Specifications.
- iv. The units of measurement indicated in the Schedule of Rates are metric units and other as described in the schedule. The following abbreviations may be used in the pay items of the Schedule of Rates:

mm	=	millimetre
m ³	=	cubic metre
%	=	percent
V	=	volt
l	=	litre
W	=	watt
kl	=	kilolitre
kW	=	kilowatt
h	=	hour
u/mth	=	unit per month
PC sum	=	prime cost sum
prov sum	=	provisional sum
m	=	metre
kg	=	kilogram
km	=	kilometre
t	=	ton (1 000 kg)
No	=	number
m ²	=	square metre
MN	=	meganeutron
Nm	=	meganeutron-metre
ha	=	hectare
kPa	=	kilopascal

c. Rates (general)

- i. The tenderer must fill in a rate for each item where provision is made for it, even where no quantities are given. Items against which a word or phrase such as "included" or "provided elsewhere" have been entered, will be accepted as a rate, percentage or rate of nil (R0,00) having been entered against such items.

Any work executed to which such a pay item applies, shall be measured under the appropriate item in the Schedule of Rates and valued at a rate or percentage of nil (R0,00). The rates of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

Item(s) against which no rate or phrase such as "included" or "provided elsewhere" is entered will be regarded as non-responsive and will lead to the whole tender being disqualified.

- ii. The tenderer shall fill in a rate against all items where the words "rate only" appear in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column (if any), the tendered rate shall apply should work under this item be required.

The tendered rates shall be valid irrespective of any change in the quantities during execution of the contract.

- iii. The tenderer shall not group together several items and tender one rate for such group of items.
- iv. All rates and sums of money quoted in the Schedule of Rates shall be in South African Rands (ZAR) and tenth fraction of the cents. Fractions of a cent shall be discarded.
 - Example, R5.20 not R5.21; R10.50 not R10.55.
- v. A tender may be rejected if the unit rates or percentage for some of the items in the schedule of rates are unreasonable or out of proportion in the opinion of the employer.
- vi. Subject to the conditions stated in *paragraph v*, the rates filled in by the tenderer in the schedule of rates shall be final and binding. Should there be discrepancies between the tender sum and the correctly extended and totalled schedule of Rates, the correction method as stated in the tender data shall be applied. In such an event the contractor may be consulted where-after failing agreement to the adjusted rate(s) by the tenderer, the decision of the employer will be final and binding otherwise the tender as a whole shall be disqualified. In their own interest tenderers should make sure of the correctness of their tendered rates, the extensions, and the tender sum.

d. Method of Measurement

- i. The work shall be measured in accordance with the methods described in the documents which form part of this Contract. Attention is directed to the provisions of the Specifications, Particular Specification and Project Specifications regarding the measurement of quantities.
- ii. Unless otherwise stated, items are measured in accordance with the Drawings, Specifications, Particular Specification, and Project Specifications and no allowance is made for waste or work more than that specified.

e. Rates

4. The tenderer must take into consideration that there are no guarantees that there will be work for them during the contract period as well as that all rates must be treated independently and at a quantity of **ONE (1)**.
5. The site is the site indicated when the project is allocated (through the purchase order) and it shall be the site in the jurisdiction of City of Tshwane. That also includes Eskom licensed areas within such boundaries, and which are serviced by CoT.
6. The tenderer shall tender for *Normal Hours*. *The After-hours, Saturdays, Sundays, and Public holidays will be paid as follows as and when required:*
 - 6.1. *Overtime and Saturdays = Normal hours unit rate x 1.5*
 - 6.2. *Sunday and Public Holidays = Normal hours unit rate x 2*
 - 6.3. Shift allowance or compensation shall not apply to this contract except to the employees of the contractor for which the contractor shall be fully liable.

NOTE: *The appointed contractor will be required to be available to carry out repairs, etc, 24 hours a day and 365/6 days a year. The contractor shall be on site with all resources necessary to carry out the task required and start the repair work within two (2) hours of being contacted by the City of Tshwane representative. Therefore,*

- *all work instructions issued to the contractor by CoT two hours before a Sunday or Public Holiday will be regarded as executed during the specific Sunday or Public Holiday, and*
 - *all work instructions issued to the contractor by CoT between 22h00 and 24h00 on either a Sunday or Public Holiday will be regarded as executed during the next working day or Saturday (whichever is applicable at the time).*
7. Unit rates supplied in this tender shall include, unless stated otherwise in this document, all items listed below:
 - 7.1. all labour costs,
 - 7.2. all administrative expenses,
 - 7.3. transportation (fixed cost, running cost and driver cost) of employees, material and/or any other item required to be transported (within a specific depot area) to execute the contract to and from site where work is executed and supervision fees.
 - 7.3.1. Where material is to be collected from a material store in a different depot area, transport costs shall be reimbursed at a rate given in section 12, that of transport, of the schedule of rates.
 - 7.4. tools, equipment, and auxiliary equipment,
 - 7.5. safety equipment (see *OHS of the schedule of rates*),
 - 7.6. all notifications to consumers when a power failure is going to occur,
 - 7.7. to the execution of tasks,
 - 7.8. all tariffs, levies, taxes payable by the bid,
 - 7.9. all expenses to restore the workplace/site to its original condition (where changing the site was not part of the works),
 - 7.10. all equipment needed to conform with the Regulations of the Occupational Health and Safety Act and the by-laws of the CoT.

- 7.11. payments in terms of Royalties and Patent Rights (if the need arise).
- 7.12. Compliance to OHS Act and Construction Regulations, 2003.
- 8. The hourly rate shall include the following:
 - 8.1. all administrative expenses
 - 8.2. safety equipment
 - 8.3. all tariffs, taxes and levies payable by the bid,
 - 8.4. all equipment necessary to conform with the Occupational Health and Safety Act and the by-laws of CoT and
 - 8.5. all other cost required to provide the specific service, goods, or equipment.

In ALL items/activities for which the tenderer must provide a unit rate, the tenderer must also include in his/her unit rate, the restoration of the site to its original condition. The *original condition* means that the state which the site was found prior to the commencement of the works.

- 9. In ALL items/activities for which the tenderer must provide a unit rate, the tenderer must also include in his/her unit rate, the restoration of the site to its original condition. The *original condition* means that the state which the site was found prior to the commencement of the works.
- 10. **When the tenderer completes the schedule of rates, he/she refers to this part of the tender document and the following additional parts:**
 - 10.1. **Pricing data or Pricing instructions**
 - 10.2. **C3 Scope of works**
 - 10.3. **C3.4.1 Particular specifications**
 - 10.3.1. **Herein the tenderer will notice that the schedule of rates table is divided into major sections.**
 - 10.3.2. **Furthermore, the major sections have sub-sections to provide the necessary detail for the tenderer to make his/her pricing. The tender is furthermore having the schedule of rates for the works.**
 - 10.4. **C3.4.2 Standard specifications**
 - 10.5. **C3.4.3 Health and safety specification**

f. Site establishment

- a. The project manager shall determine the suitable and most economical method of storing material, delivering it to site and other logistics required when implementing a project. Minimum rudimentary services (i.e., movable sanitation, lavatory and clean drinking water,) must be provided by the contractor, as and when required.

CORRECTION OF ENTRIES MADE BY TENDERER
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Any entry made by the Tenderer in the Schedule of Rates, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

Public Lighting Infrastructure Maintenance

C2.2 SCHEDULE OF RATES – MAINTENANCE

Notes:

- The City of Tshwane reserve the right to accept proposed offered prices or to average proposed offered prices of the acceptable bidders who are successful on all four stages in accordance with the budget availability and benchmarking with other municipalities.
- The City of Tshwane reserve the right to make a counter-offer process and the City of Tshwane prices shall be final.

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A. GENERAL

B. CABLES

C. STREETLIGHTS

D. HIGHMAST MAINTENANCE

E. OVERHEAD

F. OCCUPATIONAL HEALTH AND SAFETY

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
A.	GENERAL (Refer to Part C3.4.1 A. General)				
1	EXCAVATIONS AND BACKFILLING (Refer to Part C3.4.1 A. General, Section 1)				
1.1	TRENCHES				
1.1.1	Trench digging in Pickable ground per cubic meter - Normal Hours (LI/EPWP)	Per m ³	10 000		
1.1.2	Trench digging by mechanical means per cubic meter - Normal Hours	Per m ³	10 000		
1.1.3	Trench digging in clay soil/ground per cubic meter - Normal Hours (LI/EPWP)	Per m ³	7 500		
1.1.4	Trench digging in soft rock per cubic meter - Normal Hours (LI/EPWP)	Per m ³	5 000		
1.1.5	Trench digging in compacted ground per cubic meter - Normal Hours (LI/EPWP)	Per m ³	10 000		
1.1.6	Trench digging in hard rock per cubic meter - Normal Hours	Per m ³	5 000		
1.1.7	Trench digging in very hard rock per cubic meter - Normal Hours	Per m ³	5 000		
1.2	HOLES				
1.2.1	Digging single hole in Pickable ground - Normal hours (LI/EPWP)	Each	200		
1.2.2	Digging single hole mechanically - Normal hours	Each	280		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
1.2.3	Digging single hole in clay ground - Normal hours (LI/EPWP)	Each	100		
1.2.4	Digging single hole in soft rock - Normal hours (LI/EPWP)	Each	160		
1.2.5	Digging single hole compacted ground - Normal hours (LI/EPWP)	Each	100		
1.2.6	Digging single hole in hard rock - Normal hours	Each	280		
1.2.7	Digging single hole in very hard rock - Normal hours	Each	280		
1.3	BREAKING				
1.3.1	Breaking of concrete paving per cubic meter - Normal Hours (LI/EPWP)	Per m ³	8 000		
1.3.2	Breaking of tar per cubic meter - Normal Hours (LI/EPWP)	Per m ³	8 000		
1.3.3	Lifting of in-print paving per cubic meter - Normal Hours (LI/EPWP)	Per m ³	600		
1.3.4	Lifting of paving stones per cubic meter - Normal Hours (LI/EPWP)	Per m ³	600		
2	HORIZONTAL DRILLING (Refer to Part C3.4.1 A. General, Section 2)				
2.1	Horizontal drilling per meter for 1 x 110mm sleeve - Normal hours	Per meter	35		
2.2	Horizontal drilling per meter for 1 x 150mm sleeve - Normal hours	Per meter	35		
2.3	Horizontal drilling per meter for 3 x 110mm sleeve - Normal hours	Per meter	35		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
2.4	Horizontal drilling per meter for 4 x 110mm sleeve - Normal hours	Per meter	35		
2.5	Digging of single drilling pit - Normal hours	Per m ³	35		
3	JOINTING PIT (Refer to Part C3.4.1 A. General, Section 3)				
3.1	Digging of a single jointing pit with the following dimensions 2.5m x 1.2m x 1.2m (L x W x D) - Normal hours	Each	7 300		
4	INSTALLATION OF SLEEVES (Refer to Part C3.4.1 A. General, Section 4)				
4.1	Installation of single polythene and similar sleeve - Normal hours	Each	80		
4.2	Installation of single fiber cement sleeve - Normal hours	Each	7		
4.3	Installation of single steel sleeve - Normal hours	Each	7		
4.4	Installation of single fiber cement or steel pipe sleeve in concrete casting - Normal hours	Each	7		
4.5	Installation of cable protectors (covering of cables around poles with the welded metal sheet and concrete)- Normal hours	Per pole	180		
5	CROSSINGS: (Refer to Part C3.4.1 A. General, Section 5)				
5.1	Construction per meter of railway and oil pipe crossing - Normal hours	Per meter	35		
5.2	Construction per meter of road crossing - Normal hours	Per meter	35		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
5.3	Construction per meter of tunnel and bridge crossing - Normal hours	Per meter	35		
5.3.1	Mounting of racks or cable clamps per meter in a tunnel or bridge crossing	Per meter	35		
6	REPAIR OF SURFACE COVERINGS: (Refer to Part C3.4.1 A. General, Section 6)				
6.1	Repairing of surface coverings per square meter with paving tiles or stones - Normal hours (LI/EPWP)	Per m ²	1 500		
6.2	Repairing of surface coverings per square meter with channel covering tiles - Normal hours (LI/EPWP)	Per m ²	300		
6.3	Repairing of surface coverings per square meter with bricks - Normal hours (LI/EPWP)	Per m ²	1 250		
6.4	Repairing of surface coverings per square meter with 100mm thick concrete slab - Normal hours (LI/EPWP)	Per m ²	250		
6.5	Repairing of surface coverings with tarred pavement – Normal hours (LI/EPWP)	Per m ²	2 500		
6.6	Repairing of surface coverings with in-print paving - Normal hours (LI/EPWP)	Per m ²	250		
7	POLES (Refer to Part C3.4.1 A. General, Section 8)				
7.1	PLANTING OF POLES				
7.1.1	STEEL POLES				

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
7.1.1.1	Planting of a single 4.5m steel pole - Normal hours (LI/EPWP)	Each	180		
7.1.1.2	Planting of a single 9.75m steel pole - Normal hours	Each	720		
7.1.1.3	Planting of a single 12m steel pole - Normal hours	Each	540		
7.1.2	WOODEN POLES:				
7.1.2.1	Planting of a single 5m wooden pole - Normal hours (LI/EPWP)	Each	35		
7.1.2.2	Planting of a single 8m wooden pole - Normal hours	Each	105		
7.1.2.3	Planting of a single 11m wooden pole - Normal hours	Each	180		
7.1.2.4	Planting of a single 12m wooden pole - Normal hours	Each	180		
7.1.3	CONCRETE POLES				
7.1.3.1	Planting of a single 5m concrete pole - Normal hours (LI/EPWP)	Each	35		
7.1.3.2	Planting of a single 8.5m concrete pole - Normal hours	Each	540		
7.1.3.3	Planting of a single 10.5m concrete pole - Normal hours	Each	720		
7.1.3.4	Planting of a single 12m concrete pole - Normal hours	Each	540		
7.1.3.5	Planting of a single 15m concrete pole with stubby - Normal hours	Each	105		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
7.2	ANCHORING OF POLES:				
7.2.1	Anchoring of a single pole with a stay - Normal hours	Each	2 160		
7.2.2	Anchoring of a single pole with a strut pole - Normal hours	Each	2 160		
7.2.3	Anchoring of a single pole with a pedestal - Normal hours	Each	2 160		
7.3	REMOVAL OF POLES				
7.3.1	STEEL POLES:				
7.3.1.1	Removal of a single 4.5m steel pole - Normal hours (LI/EPWP)	Each	180		
7.3.1.2	Removal of a single steel pedestal - Normal hours (LI/EPWP)	Each	720		
7.3.1.3	Removal of a single 9.75m steel pole - Normal hours	Each	720		
7.3.1.4	Removal of a single strut pole - Normal hours (LI/EPWP)	Each	720		
7.3.1.5	Removal of a single 12m steel pole - Normal hours	Each	540		
7.3.1.6	Removal of a single 15m steel pole - Normal hours (LI/EPWP)	Each	35		
7.3.1.8	Removal of a single overhead robot pole - Normal hours	Each	70		
7.3.1.9	Replacement of pole cover - Unit of measure: per cover	Each	2 000		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
7.3.1.10	Welding of pole cover- Unit of measure: per cover	Each	2 000		
7.3.1.11	Reopening of a welded pole cover-Unit of measure: per cover	Each	2 000		
7.3.2	WOODEN POLES:				
7.3.2.1	Removal of a single 5m wooden pole - Normal hours (LI/EPWP)	Each	35		
7.3.2.2	Removal of a single 8m wooden pole - Normal hours	Each	105		
7.3.2.3	Removal of a single 11m wooden pole - Normal hours	Each	180		
7.3.2.4	Removal of a single 12m wooden pole - Normal hours	Each	180		
7.3.2.5	Removal of a single strut pole - Normal hours (LI/EPWP)	Each	720		
7.3.2.6	Removal of a single wooden pedestal - Normal hours (LI/EPWP)	Each	720		
7.3.3	CONCRETE POLES:				
7.3.3.1	Removal of a single 5m concrete pole - Normal hours (LI/EPWP)	Each	35		
7.3.3.2	Removal of a single 8.5m concrete pole - Normal hours	Each	540		
7.3.3.3	Removal of a single 10.5m concrete pole - Normal hours	Each	720		
7.3.3.4	Removal of a single 12m concrete pole - Normal hours	Each	540		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
7.3.3.5	Removal of a single 15m concrete pole with stubby - Normal hours	Each	105		
7.4	Alignment of a single pole - Normal hours	Each	3 240		
7.5	Numbering of a single pole - Normal hours (LI/EPWP)	Each	2 160		
7.6	PAINTING OF POLES				
7.6.1	Painting of a single 9.75m steel pole - Normal hours	Each	1 540		
7.6.2	Painting of a single 12m steel pole - Normal hours	Each	720		
7.7	Wooden Poles: classification and treatment				
7.7.1	Wooden pole classification and treatment- Normal hours	per pole	360		
8	TREES AND PLANTS (Refer to Part C3.4.1 A. General, Section 8)				
8.1	CLEARANCE OF STREETLIGHTS				
8.1.1	First round streetlight's trees and plants clearance per streetlight - Normal hours	Each	9 000		
8.1.2	Second round streetlight's trees and plants clearance per streetlight - Normal hours	Each	9 000		
9	HIRING OF MACHINERY (Refer to Part C3.4.1 A. General, Section 13)				
9.1	Hiring a compressor	Per hour	168		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
9.2	Hiring a compactor	Per hour	168		
9.3	Hiring a pole planter	Per hour	504		
9.4	Hiring an 8-tonne crane truck	Per hour	5 040		
9.5	Hiring a hydraulic tower	Per hour	840		
9.6	Hiring a back-actor/TLB per hour	Per hour	3 808		
9.7	Hiring a generator (5 to 8kVA) per hour	Per hour	96		
9.8	Hiring a water pump per hour	Per hour	96		
9.9	Hiring of 50-ton crane	Per day	35		
9.10	Hiring of 80-ton crane	Per day	35		
9.11	Hiring of Operator for items 9.1, 9.2, 9.3, 9.4, 9.5, and 9.6 above	Per Hour	10 720		
9.12	Hiring of Operator for items 9.9 and 9.10 above	Per Day	70		
SUB-TOTAL FOR SECTION A GENERAL, CARRY FORWARD TO SUMMARY.					R
B.	CABLES (Refer to Part C3.4.1 B. Cables)				
1	INSTALLATION OF CABLES (Refer to Part C3.4.1 B. Cables, Section 1)				

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
1.1	Single dry joint with heat or cold shrink for a 415V, 4 core 35mm ² and smaller cable - Normal hours	Per meter	5 040		
1.2	Installation of a 10mm ² - 16mm ² airdac service cable - Normal hours	Per meter	20 160		
1.3	Installation of a 16mm ² - 25mm ² 3-core low voltage service cable - Normal hours	Per meter	30 240		
1.4	Installation of a 16mm ² - 25mm ² 4-core low voltage service cable - Normal hours	Per meter	40 320		
2	JOINTING OF CABLES (Refer to Part C3.4.1 B. Cables, Section 2)				
2.1	Single dry joint with heat or cold shrink for a 415V, 4 core 35mm ² and smaller cable - Normal hours	Each	2 000		
2.2	Jointing of a 10mm ² - 16mm ² airdac service cable - Normal hours	Each	4 000		
2.3	Jointing of a 16mm ² - 25mm ² 3-core low voltage service cable - Normal hours	Each	6 000		
2.4	Jointing of a 16mm ² - 25mm ² 4-core low voltage service cable - Normal hours	Each	6 000		
3	TERMINATION OF CABLES (Refer to Part C3.4.1 B. Cables, Section 3)				
3.1	Single termination of a 415V, 4 core 35mm ² and smaller cable with heat or cold dry end using k-clamp and seal joints - Normal hours	Each	1 000		
3.2	Single termination of a 10mm ² - 16mm ² airdac low voltage service cable - Normal hours	Each	2 000		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
3.3	Single termination of a 16mm ² - 25mm ² 3-core low voltage service cable - Normal hours	Each	3 000		
3.4	Single termination of a 16mm ² - 25mm ² 4-core low voltage service cable - Normal hours	Each	3 000		
4	SHIFTING OF CABLES (Refer to Part C3.4.1 B. Cables, Section 4)				
4.1	SHIFTING OF CABLES				
4.1.1	Shifting of a 415V-4 core 35mm ² and smaller cable with heat or cold dry end using k-clamp and seal joints - Normal hours	Per meter	140		
4.1.2	Shifting of a 10mm ² - 16mm ² airdac low voltage service cable - Normal hours	Per meter	980		
4.1.3	Shifting of a 16mm ² - 25mm ² 3-core low voltage service cable - Normal hours	Per meter	980		
4.1.4	Shifting of a 16mm ² - 25mm ² 4-core low voltage service cable - Normal hours	Per meter	980		
4.2	OPENING AND CUTTING OF OLD CABLES				
4.2.1	Single opening and cutting of old cable - Normal hours	Each	1 260		
5	CABLE FAULT DETECTION (Refer to Part C3.4.1 B. Cables, Section 5)				
5.1	Low Voltage underground cable fault detection payable per fault point found - Normal hours	Per fault point	1 500		
SUB-TOTAL FOR SECTION B CABLES, CARRY FORWARD TO SUMMARY					R

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
C.	STREETLIGHTS (Refer to Part C3.4.1 C. Streetlights)				
1	FITTINGS (Refer to Part C3.4.1 C. Streetlights, Section 1)				
1.1	MOUNTING OF FITTINGS ON 9.75m POLES: 70W, 120W SODIUM VAPOUR LAMPS, AND 125W MERCURY VAPOUR LAMPS				
1.1.1	Mounting of a single fitting on a 9.75m pole for a 70W, 120W sodium vapour or 125W mercury vapour lamps on a 3m cross arm - Normal hours	Each	5 040		
1.1.2	Mounting of a single fitting on a 9.75m pole for a 70W, 120W sodium vapour or 125W mercury vapour lamps on a 0.5m cross arm - Normal hours	Each	5 040		
1.2	FITTING MOUNTING ON 12M POLE: 250W-HP SODIUM VAPOUR LAMPS				
1.2.1	Mounting of a single fitting on a 12m pole for a 250W-high pressure sodium vapour lamp on a 3m cross arm - Normal hours	Each	2 520		
1.2.2	Mounting of a single fitting on a 12m pole for a 250W high pressure sodium vapour lamp on a 0.5m cross arm - Normal hours	Each	2 520		
1.3	FITTING MOUNTING ON 15M POLE: 400W-HP SODIUM VAPOUR LAMP				
1.3.1	Mounting of a single fitting on a 15m pole for a 400W high pressure sodium vapour lamp on a 0.5m cross arm - Normal hours	Each	630		
1.4	FITTING MOUNTING ON 4.5M POLE: 70W SODIUM VAPOUR LAMP Mounting of a single fitting on a 4.5m pole for a 70W sodium vapour lamp - Normal hours	Each	630		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
1.5	FITTING REPLACEMENT ON 9.75M POLE: 70W, 120W SODIUM VAPOUR LAMP, 125W MERCURY VAPOUR LAMP				
1.5.1	Replacement of a single fitting on a 9.75m pole for 70W, 120W sodium vapour or 125W mercury vapour lamp on a 3m cross arm - Normal hours	Each	5 040		
1.5.2	Replacement of a single fitting on a 9.75m pole for a 70W, 120W sodium vapour or 125W mercury vapour lamp on a 0.5m cross arm - Normal hours	Each	5 040		
1.6	FITTING REPLACEMENT ON 12M POLE: 250W-HP SODIUM VAPOUR LAMP				
1.6.1	Replacement of a single fitting on a 12m pole for a 250W high pressure sodium vapour lamp on a 3m cross arm - Normal hours	Each	2 520		
1.6.2	Replacement of a single fitting on a 12m pole for a 250W high pressure sodium vapour lamp on a 0.5m cross arm - Normal hours	Each	2 520		
1.7	FITTING REPLACEMENT ON 15M POLE: 400W-HP SODIUM VAPOUR LAMP				
1.7.1	Replacement of a single fitting on a 15m pole for a 400W high pressure sodium vapour lamp on a 0.5m cross arm - Normal hours	Each	630		
2	STARTING PANELS (Refer to Part C3.4.1 C. Streetlights, Section 2)				
2.1	PANEL REPLACEMENT				
2.1.1	Replacement of a single starting panel for a 250W high pressure sodium vapour lamp on 12m pole - Normal hours	Each	180		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
2.1.2	Replacement of a single starting panel for a 400W high pressure sodium vapour lamp on a 15m pole - Normal hours	Each	90		
2.2	PANEL REPAIR				
2.2.1	Repair of a single starting panel for a 250W high pressure sodium vapour lamp - Normal hours	Each	70		
2.2.2	Repair of a single starting panel for a 400W high pressure sodium vapour lamp - Normal hours	Each	70		
3	STREETLIGHT CONTROL UNIT (Refer to Part C3.4.1 C. Streetlights, Section 3)				
3.1	Installation of a single streetlight control unit - Normal hours	Each	1 260		
3.2	RESETTING TRIPPED CIRCUIT BREAKER				
3.2.1	Resetting of a single tripped circuit breaker (with other faults) - Normal hours	Each	24 000		
3.2.2	Resetting of a single tripped circuit breaker (no other faults) - Normal hours	Each	24 000		
3.2.3	Replacement of circuit breaker - Normal hours	Each	2 400		
3.2.4	Replacement of contactor - Normal hours	Each	1 800		
4	MOUNTING OF CROSS ARM (Refer to Part C3.4.1 C. Streetlights, Section 4)				
4.1	Mounting a single 0.5m cross arm - Normal hours	Each	1 260		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
5	REPLACEMENT OF CROSS ARM (Refer to Part C3.4.1 C. Streetlights, Section 5)				
5.1	Replacement of a single 0.5m cross arm	Each	1 260		
6	WIRING OF STREETLIGHT POLES (Refer to Part C3.4.1 C. Streetlights, Section 6)				
6.1	Wiring of a single streetlight and its accessories - Normal hours	Each	1 260		
7	REPLACEMENT OF LAMPS (Refer to Part C3.4.1 C. Streetlights, Section 7)				
7.1	Replacement of a single faulty lamp - Normal hours	Each	40 320		
8	STREETLIGHTS GENERAL				
8.1	Replacement of a single streetlight photocell and holder	Each	5 040		
8.2	Replacement of a single streetlight capacitors	Each	10 080		
8.3	Replacement of a single streetlight igniter	Each	10 080		
8.4	Replacement of a single streetlight choke	Each	10 080		
SUB-TOTAL FOR SECTION C: STREETLIGHTS, CARRY FORWARD TO SUMMARY					R
D.	HIGH MAST MAINTENANCE (Refer to part C3.4.1 D. High Mast Maintenance, Section 1)				
1.1	REPAIR WORK				

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
1.1.1	Repair of a single high mast light's photocell and Holder	per high mast	2 700		
1.1.2	Replacement of a single high mast light's circuit breaker	per high mast	900		
1.1.3	Replacement of a single high mast light's contactor	per high mast	900		
1.1.5	Repair of a single high mast light's distribution board	per high mast	450		
1.1.6	Repair of a single high mast light's door	per high mast	900		
1.1.7	REPAIR OF HIGH MAST LUMINAIRE				
1.1.7.1	Replacement of a single 400W globe	per high mast	6 300		
1.1.7.2	Replacement of a single 1000W globe	per high mast	1 800		
1.1.7.3	Replacement of a single high mast light's capacitors (caps)	per high mast	3 600		
1.1.7.4	Replacement of a single high mast light's igniter	per high mast	3 600		
1.1.8	REPAIRE OF single HIGH MAST LIGHT CHOKE				
1.1.8.1	400W	per high mast	3 150		
1.1.8.2	1000W	per high mast	900		
1.1.9	Repair of a single high mast light's luminaire				

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
1.1.9.1	400W	per high mast	1 800		
1.1.9.2	1000W	per high mast	600		
1.1.10	Repair of a single high mast light's sling cable	per high mast	1 800		
1.1.11	Repair of a single high mast light's ring (to hold luminaires)				
1.1.11.1	40m – 6 lights	per high mast	900		
1.1.11.2	30m – 8 lights	per high mast	450		
1.1.11.3	28m – 4 lights	per high mast	450		
1.2	LOWERING AND RISING LUMINAIRE RING				
1.2.1	Hydraulic jacks	per high mast	2 700		
1.2.2	Double drum winch	per high mast	2 700		
1.2.3	Single drum winch	per high mast	2 700		
1.2.4	15m, 25m and 28m scissor mast using robes	per high mast	2 700		
1.3	DROPPING HIGH MAST POLE				
1.3.1	40m high mast with 50-ton crane	per high mast	450		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
1.3.2	15m, 25m and 28m scissor mast with 35-ton crane	per high mast	1 800		
1.4	CLIMBING				
1.4.1	40m high mast light	per high mast	450		
1.5	INSPECTION AND FAULT LOCATION				
1.5.1	Inspection and issuing of Mechanical Certificate of Compliance (CoC)	per high mast	1 800		
1.5.2	Inspection and issuing of Electrical Certificate of Compliance (CoC)	per high mast	1 800		
1.5.3	Fault location on a single high mast light	per high mast	4 050		
SUB-TOTAL FOR SECTION D: HIGH MAST MAINTENANCE, CARRY FORWARD TO SUMMARY					R
E.	OVERHEADS (Refer to Part C3.4.1 E. Overheads)				
E.1	URBAN AREA (Refer to Part C3.4.1 E1. Urban Area)				
1	GENERAL				
1.1	DRESSING/STRIPPING OF POLES (Refer to Part C3.4.1 E1. Urban Area, section 1)				
1.1.1	DRESSING:				
1.1.1.1	Dressing a single pole in an urban area for a circuit breaker - Normal hours	Each	1 260		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
1.1.1.2	Dressing a single pole in an urban area for earth guard - Normal hours	Each	1 260		
1.1.1.3	Dressing a single pole in an urban area for the cross arm - Normal hours	Each	1 260		
1.1.1.4	Dressing a single pole in an urban area for links - Normal hours	Each	1 260		
1.1.1.5	Dressing a single pole in an urban area for clamps - Normal hours	Each	1 260		
1.1.1.6	Dressing a single pole in an urban area for pole top box - Normal hours	Each	1 260		
1.1.2	STRIPPING:				
1.1.2.1	Stripping a circuit breaker from a single pole in an urban area - Normal hours	Each	5040		
1.1.2.2	Stripping earth guards from a single pole in an urban area - Normal hours	Each	2 520		
1.1.2.3	Stripping cross arm from a single pole in an urban area - Normal hours	Each	2 520		
1.1.2.4	Stripping links from a single pole in an urban area - Normal hours	Each	2 520		
1.1.2.5	Stripping clamps from a single pole in an urban area - Normal hours	Each	2 520		
2	BARE CONDUCTORS (Refer to Part C3.4.1 E1. Urban Area, section 2)				
2.1	STRINGING OF CONDUCTORS				
2.1.1	Stringing a bare 70mm ² copper and streetlight conductor per bay in an urban area - Normal hours	Per bay	16 000		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
2.1.2	Stringing a bare 100mm ² , 120mm ² aluminium and streetlight conductor per bay in an urban area - Normal hours	Per bay	4 200		
2.1.4	Stringing Hare, Rabbit, or other bare conductor per bay in an urban area - Normal hours	Per bay	6 000		
2.2	Removing a conductor from an overhead structure in an urban area - Normal hours	Per bay	2 100		
3	AERIAL BUNDLE CONDUCTORS (70, 95 & 120 mm²) (Refer to Part C3.4.1 E1. Urban Area, section 3)				
3.1	Replacement of bare conductor with 70mm ² , 95mm ² and 120mm ² aerial bundle conductor per bay in an urban area - Normal hours	Per bay	16 000		
3.2	New construction using with 70mm ² , 95mm ² and 120mm ² aerial bundle conductor per bay in an urban area - Normal hours	Per bay	4 000		
4	SERVICE CONDUCTORS (Refer to Part C3.4.1 E1. Urban Area, section 4)				
4.2	CONCENTRIC CONDUCTORS (16mm²)				
4.2.1	Stringing of 16mm ² concentric conductor in an old urban area per house - Normal hours	Each	1 800		
4.2.2	Stringing of 16mm ² concentric conductor in a new urban area per house - Normal hours	Each	1 800		
4.2.3	Installation of extension bracket for a 16mm ² concentric conductor in an old/new urban area - Normal hours	Each	1 800		
4.3	VISUAL INSPECTIONS ON OVERHEAD LINES (MV AND LV LINES)				

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
4.3.1	Visual inspection on overhead lines (Medium Voltage and Low Voltage Lines)	per bay	11 340		
4.3.2	Visual inspection on Medium Voltage overhead lines equipment	per equipment	630		
E.2.	PERI-URBAN (Refer to Part C3.4.1 E2. Peri urban, Section 1)				
1	DRESSING/STRIPPING OF POLES (Refer to Part C3.4.1 E2. Peri urban, Section 1)				
1.1	DRESSING:				
1.1.1	Dressing of a single pole for insulator, cross arm in a peri-urban area - Normal hours	Each	540		
1.1.2	Transformers				
1.1.2.1	Installation and commissioning of one single phase 16-25 kVA transformer in a peri-urban area - Normal hours	Each	30		
1.1.2.2	Installation and commissioning of a single three phase 25-50 kVA transformer in a peri-urban area - Normal hours	Each	60		
1.1.2.3	Installation and commissioning of a single three phase > 50 kVA transformer in a peri-urban area - Normal hours	Each	240		
1.1.2.4	Installation of low voltage crow foot earthing for a transformer in a peri-urban area - Normal hours	Each	360		
1.2	STRIPPING:				

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
1.2.1	Stripping insulators, cross arms from a pole in a peri-urban area - Normal hours	Each	360		
2	BARE CONDUCTORS (Refer to Part C3.4.1 E2. Peri urban, Section 2)				
2.1	STRINGING OF ALLUMINIUM CONDUCTORS				
2.1.1.1	Stringing a 100 mm ² bare aluminum conductor per bay in a peri-urban area - Normal hours	Per bay	630		
2.1.1.2	Stringing a 50 mm ² bare aluminum conductor per bay in a peri-urban area - Normal hours	Per bay	2 520		
2.1.1.3	Stringing a 25 mm ² bare aluminum conductor per bay in a peri-urban area - Normal hours	Per bay	2 520		
2.2	Removal of bare conductor per bay in a peri-urban area - Normal hours	Per bay	5 040		
2.3	Removal of service conductor per property in a peri-urban area - Normal hours	Per property	105		
E.3	ABC STRUCTURES (Refer to Part C3.4.1 E4. Installation of ABC Structures, Section 2)				
1	Installation of Structures -Normal Hours	Each	1 260		
1.1	Installation of suspension (0 - 30 deg) structure for aerial bundle conductor per pole - Normal hours	Each	1 260		
1.2	Installation of strain (0 - 60 deg) structure for aerial bundle conductor per pole - Normal hours	Each	1 260		
1.3	Installation of strain (60 - 90 deg) structure for aerial bundle conductor per pole - Normal hours	Each	1 260		

ITEM [Section In C3.4]	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE	TOTAL PRICE
1.4	Installation of terminal structure for aerial bundle conductor per pole - Normal hours	Each	1 260		
1.5	Installation of terminal (2 way, shackle off) structure for aerial bundle conductor per pole - Normal hours	Each	1 260		
1.6	Installation of T-Off structure for aerial bundle conductor per pole	Each	1 260		
1.7	Installation of strain (T-Off) structure for aerial bundle conductor per pole - Normal hours	Each	1 260		
1.8	Installation of midway (4 way cross) structure for aerial bundle conductor per pole - Normal hours	Each	1 260		
1.9	Installation of strain (4-way crossing) structure for aerial bundle conductor per pole - Normal hours	Each	1 260		
SUB-TOTAL FOR SECTION E: OVERHEADS, CARRY FORWARD TO SUMMARY.					R
F	COMPLIANCE TO OCCUPATIONAL HEALTH AND SAFETY REGULATIONS (Refer to Part C3.4.1 F. Occupational Health and Safety)				
1	Provision of OHS file	Each	Once-off		
2	Construction Health and Safety Officer (as and when required)	Per Month	36		
SUB-TOTAL FOR SECTION F: COMPLIANCE TO OCCUPATIONAL HEALTH AND SAFETY REGULATIONS, CARRY FORWARD TO SUMMARY.					R

PLEASE TAKE NOTE: THE ESTIMATED QUANTITIES ABOVE ARE FOR EVALUATION PURPOSES ONLY.

Public Lighting Infrastructure Maintenance

SUMMARY - MAINTENANCE SCHEDULE OF RATES

SECTION	MAINTENANCE ITEMS	TOTAL
A	GENERAL	R
B	CABLES	R
C	STREETLIGHTS	R
D	HIGHMAST MAINTENANCE	R
E	OVERHEAD	R
F	OCCUPATIONAL HEALTH AND SAFETY	R
SUB-TOTAL		R
VAT		R
GRAND TOTAL		R

Note

- The City of Tshwane reserves the right to offer all awarded bidders the rates of the acceptable highest scoring bidder on price or average rates of the acceptable bidders. However, no bidder will be offered an item rate more than what they quoted for the specific item.