



009

EKURHULENI
METROPOLITAN
MUNICIPALITY
INTERNAL AUDIT

19 MAR 2013

NUMBER 29

Molomo
SIGNATURE

Ekurhuleni
METROPOLITAN MUNICIPALITY

REAL ESTATE – BUILDING MAINTENANCE

CONTRACT NUMBER: RE (FM) 14-2013

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011 PUBLISHED IN GOVERNMENT GAZETTE NO. 34350 OF 8 JUNE 2011)

REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN BENONI AIRFIELD

CIDB GRADING: 3EP

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Bid Office (Bid Initiation Section)	Department: Real Estate Section: Facilities Management Region: Eastern Region Customer Care Centre: Brakpan	Department: Real Estate Section: Facilities Management Region: Eastern Region Customer Care Centre: Brakpan
68 Woburn Avenue BENONI 1501	REAL ESTATE DEPARTMENT Facilities Management	
Private Bag X 65 BENONI 1500	Ms P. Maluleke	Mr P. Grobler
Tel: (011) 999-6540/6567 Fax: (011) 999-7511	Tel: (011) 999-8632 Fax: (011) 394-8714	Tel: (011) 999-8632 Fax: (011) 394-8714

NAME OF BIDDER (BIDDING ENTITY)
(FULL NAME, i.e. (CC, (Pty) Ltd, Ltd,
JV/CONSORTIUM, SOLE
PROPRIETOR etc.)

: CAILIM PROJECTS ✓

TEL NUMBER

: 011 965 6363

FAX NUMBER

: 086 654 8855



EKURHULENI METROPOLITAN MUNICIPALITY

BEE VERIFICATION - ATTACHED *Not Att* ✓
 FINANCIAL STATEMENT - ATTACHED
 TAX CLEARANCE CERTIFICATE - ATTACHED

EKURHULENI METROPOLITAN MUNICIPALITY

19-03-2013

NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

A BID WILL BE REJECTED:

1. If a **VALID ORIGINAL** tax clearance certificate or copy thereof (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. (An expired tax clearance certificate submitted at the closure of the bid will **NOT be accepted**)
In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
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.
Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. In the event of a failure to complete and sign the schedule of quantities as required, i.e. only lump sums provided.
4. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialling next to the amended rates or information
5. In the event of the use of correction fluid (eg. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil)
6. In the event of non-attendance of compulsory information session
7. If the Bid has not been properly signed by a person having the authority to do so. (Refer to Declaration)
8. If particulars required in respect of the bid have not been completed, except if only the Broad -Based Black Economic Empowerment Certificate as provided for in Regulation 10 of The Preferential Procurement Regulations 2011, is not submitted, the bid will not be disqualified but no preference points will be awarded.
9. If the bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
10. If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.
11. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/ members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months
12. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
13. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state, or;

- (b) 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;
 - (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
14. If the bidder is not registered in the required CIDB contractor grading designation (category) or higher, if required in this bid documentation.
 15. If the bidder or any of its directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
 16. If the bidder has abused the EMM's Supply Chain Management System and action was taken in terms of paragraph 38 of the EMM SCM Policy.
 17. In the event of non submission of financial statements if required (SEE BID DATA OR PRICING SCHEDULE). In this regard please note:
 - 17.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established or commenced business within the past three (3) years in which case all of its annual financial statements must be submitted).
 - 17.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984 , prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted,(unless the bidder was only established or commenced business within the past three (3) years in which case all of its annual financial statements must be submitted).
 - 17.3 Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act. Summaries and/or extracts of annual financial statements shall not be acceptable and shall result in the rejection of the bid.
 - 17.4 If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation then non-audited annual financial statements for the periods referred to above must be submitted.
 18. If the following have not been fully completed and signed:

- FORM 2.2.2 - GENERAL DECLARATION**
- FORM 2.2 - DECLARATION OF INTEREST**
- FORM 2.2.4 - DECLARATION OF BIDDER'S PAST SCM PRACTICES**
- FORM 2.2.5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (IF APPLICABLE)**
- FORM 2.2.6 - CERTIFICATE OF INDEPENDENT BID DETERMINATION**
- FORM 2.2.7 -DECLARATION FOR MUNICIPAL ACCOUNTS**
- FORM 2.2.8 -DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION**
- FORM 2.3.5 -DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)**

NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.
 - 1.1. CLIENT, EMPLOYER, EKURHULENI METROPOLITAN MUNICIPALITY (EMM).
 - 1.2. BID, TENDER AND VARIATIONS THEREOF
 - 1.3. JOINT VENTURE / CONSORTIUM
1. **Very important notice** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the bid.
2. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested**

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: REAL ESTATE DEPARTMENT

CONTRACT NO: RE (FM) 14-2013

FOR:

REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN AIRFIELD

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY: CALIN PROJECTS

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:
14 Naomi Road	PO Box 24465
SLATERVILLE	AIRFIELD
Benoni	1514
1501	

TELEPHONE NUMBER : 011 965 6363
FAX NUMBER : 056 654 0855
E-mail ADDRESS : admin@calin.co.za

EKURHULENI METROPOLITAN MUNICIPALITY
19-03-2013
TENDER OFFICE
PUMZA TWAYISE

CONTRACT PRICE : R 1,073,819-74
(Amount brought forward from the Form of Offer and Acceptance)*

Signed by authorised representative of the Bidding Entity: [Signature]
DATE: 15 March 2013

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

EKURHULENI METROPOLITAN MUNICIPALITY
INTERNAL AUDIT
19 MAR 2013
NUMBER 29
[Signature]
SIGNATURE

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: REAL ESTATE

CONTRACT NO: RE (FM) 14-2013

FOR:
REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN AIRFIELD

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EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: REAL ESTATE

CONTRACT NO: RE (FM) 14-2013

FOR:

REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN AIRFIELD

PART T1 BIDDING PROCEDURES

T1.1 BID NOTICE AND INVITATION TO BID

T1.2 BID DATA

T1.1 BID NOTICE AND INVITATION TO BID

ADVERTISED IN: SOWETAN / STAR
PUBLISHING DATE: 01 MARCH 2013
NOTICE/REF. NO.: PRN 30/2012

EKURHULENI METROPOLITAN MUNICIPALITY

Bids are hereby invited for the following:
REAL ESTATE
Facilities Management

<u>CONTRACT NO.:</u>	<u>DESCRIPTION:</u>	<u>DOC. FEE</u>	<u>CLOSING DATE:</u>
RE (FM) 14/2013	Repairs and refurbishment of airfield ground lighting system at Brakpan Airfield.	R200.00	19 MARCH 2013

Preference will be given to local Ekurhuleni based companies and bidders must note that this bid may be awarded to more than one bidder. Bidders must note that certain works under this Bid may only be constructed using labour-based construction methods and must limit the utilization of their permanently employed personnel to Key Personnel and all other personnel and labourers must be recruited locally

Bidders must be registered with the Construction Industry Development Board (CIDB) in a contractor grading designation determined in accordance with the sum tendered for a 3 EP class of construction work. Enterprises who have a 2 EP PE grading may also submit bids.

Acceptable bids will be evaluated by using a system that awards points on the basis of 90 points for bid price and a maximum of 10 points for the Broad-Based Black Economic Empowerment (B-BBEE) status level of contributor.

PLEASE NOTE THAT A VALID ORIGINAL OR COPY OF A COMPANY'S TAX CLEARANCE CERTIFICATE (OR IN THE CASE OF A JOINT VENTURE, OF ALL THE PARTNERS IN THE JOINT VENTURE) MUST BE SUBMITTED WITH THE BID DOCUMENT

Bid documents will be available as from 12:00 on MONDAY, 04 MARCH 2013, and thereafter on weekdays from 08:00 until 15:00 ONLY, upon payment of a cash non-refundable document fee of R 200-00 per set, at the Tender Offices, Ground Floor, 68 Woburn Avenue, Benoni. (Tel. No. (011) 999-6540/6567)

A compulsory information session will be held at 10:00 on THURSDAY, 14 MARCH 2013. Prospective bidders are requested to meet on the said date and time at: BRAKPAN, BENONI AIRFIELD, CORNER VAN DYK AND JUBILEE STREET, BRAKPAN. Bid documentation will not be available at the compulsory information session.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the CONTRACT NUMBER AND DESCRIPTION and placed in bid box number SEVEN (07), on the Ground Floor, 68 Woburn Avenue, Benoni, not later than 10:00 on TUESDAY, 19 MARCH 2013. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. All bids shall hold good for 120 days as from the closing date of bids.

Bids which are not received and/or deposited in the specified bid box before 10:00 on the closing date for the bid mentioned hereinbefore, will be marked as late bids and such bids shall in terms of the SCM Policy of the Ekurhuleni Metropolitan Municipality, not be considered by the Council as valid bids.

Enquiries must be directed to Ms. Precious Maluleke at telephone number (011) 999 - 8632.

Bidders attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the EMM.

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

MR. K. NGEMA
CITY MANAGER
EMM

T1.2 BID DATA

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in the Government Gazette No 31823 dated 30 January 2009. A copy is attached hereto, immediately after page 13.

The under mentioned items of data and deviations will have precedence over the Standard Conditions of bid conditions in Annex F.

The **Standard Conditions of Bid for Procurements** make several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
<p>F.1.1 ACTIONS</p>	<p>The Employer is: The City Manager Ekurhuleni Metropolitan Municipality Private Bag 1069 Germiston 1400</p>
<p>F.1.2 TENDER DOCUMENTS</p>	<p>The bid documents issued by the Employer comprise:</p> <p>THE BID</p> <p>Part T1 Bidding procedures Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data</p> <p>Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993</p> <p>Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity</p> <p>Part C3 Scope of Works C3 Scope of Works</p> <p>Part C4 Site Information C4 Site Information</p>

Clause number	Data
<p>F.1.4 COMMUNICATION AND EMPLOYER'S AGENT</p>	<p>The Employer's agent is: Name: <u>Practis</u> Address: <u>11111111111111111111</u> <u>11111111111111111111</u> Tel: <u>011 265 6300</u> Fax: <u>011 265 6300</u> E-mail: <u>admin@practis.co.za</u></p>
<p>F.2.1 ELIGIBILITY</p>	<p>Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3EP class of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer:</p> <ul style="list-style-type: none"> (a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and (b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract. <p>Joint Ventures are eligible to submit bids provided that:</p> <ul style="list-style-type: none"> (1) each member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation in the 2EP class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3EP class of construction work
<p>F.2.7 CLARIFICATION MEETING</p>	<p>The arrangements for a compulsory information session are:</p> <p>Location: at: BRAKPAN, BENONI AIRFIELD, CORNER VAN DYK AND JUBILEE STREET BRAKPAN.</p> <p>Date: THURSDAY, 14 MARCH 2013 Starting time: 10:00</p>
<p>F.2.12 ALTERNATIVE TENDER OFFERS</p>	<p>If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Engineer.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Bid Data must include an amount equal to 5% of the amount bid for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
<p>F.2.13.1 SUBMITTING A TENDER OFFER</p>	<p>Bidders may offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data.</p>

Clause number	Data
F.2.13.3 SUBMITTING A TENDER OFFER	The <u>whole original</u> bid document, as issued by the EMM, shall be submitted. <i>No copies will be accepted.</i> Bids may only be submitted on the Bid documentation issued by the EMM.
F.2.13.5 SUBMITTING A TENDER OFFER	The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are: Location of bid box: Bid box number SEVEN (07) Physical address: Finance Head Office Building Ground Floor 68 Woburn Avenue Benoni Identification details: Contract Number :RE (FM) 2013-14 REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN BENONI AIRFIELD
F.2.15 CLOSING TIME	The closing time for submission of bid offers is: 10:00 on TUESDAY, 19 MARCH 2013 Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
F.2.16 TENDER OFFER VALIDITY	The bid offer validity period is 120 days
Clause number	Data
F.2.18 PROVIDE OTHER MATERIAL	The bidder 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.
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided for the following inspections, tests and analysis: As per technical specifications – Annexure 1
F.2.23 CERTIFICATES	The bidder is required to <i>submit with his bid</i> . <ul style="list-style-type: none"> • Wireman's License for Electrical Installation • Registration certificate with Electrical Contracting Board (ECB)
F.3.4 OPENING OF BID SUBMISSIONS	The time and location for opening of the bid offers are: Immediately after the closing time for submission of bid. Location: Conference Room Ground Floor EMM Finance Head Office 68 Woburn Avenue BENONI
F.3.5 TWO-ENVELOPE	A two-envelope procedure will not be followed.

Clause number	Data
SYSTEM	
F.3.9 3.9.1 ARITHMETICAL ERRORS	<p>Replace the contents of the clause with the following:</p> <p>"Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u></p> <p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above."</p>
F.3.11 EVALUATION OF BID OFFERS	<p>The preference procedure for evaluation of responsive bid offers shall be the 90/10 point preference system, being a maximum of 90 points for price and a maximum of 10 points for B-BBEE Status level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with Regulation 10 of the Preferential Procurement Regulations, 2011 in full compliance with Form 2.3.3.</p>
F.3.13.1 ACCEPTANCE OF BID OFFER	<p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.</p>
F.3.18 PROVIDE COPIES OF THE CONTRACTS	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1 The Employer/Engineer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3 The Employer may appoint more than one Contractor on this project, subject to the specific conditions agreed to in the Form of Acceptance. 4 The bid document shall be submitted as a whole and shall not be taken apart . 5 List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the EMM to complete PART T2 on behalf of the bidder) <p>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</p>

ANNEX F
(normative)

Standard Conditions of Tender

These Standard Conditions of tender that follow below are identical to that contained in Annex F of the CIDB Revised Standard for Uniformity in Construction Procurement, published in terms of the Construction Industry Development Board Act, 2000 (Act No 38 of 2000) published in the Government gazette No 31823 of 30 January 2009 which can be obtained from the CIDB web page (cidb.org.za).

F.1 General

F.1.1 Actions

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

F.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 decision where 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 decision taken.

F.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.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.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.

F.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.

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

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

- i) someone in a position of trust has competing professional or personnel 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 personnel or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

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

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and Employer's agent

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Communication 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.

F.1.5 The Employer's right to accept or reject any tender offer

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.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 F.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.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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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.

F.1.6.3.2 Option 2

F.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.

F.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.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.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.

F.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.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.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.

F.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.

F.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.

F.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.

F.2.8 Seek clarification

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

F.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.

F.2.10 Pricing the tender offer

F.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.

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

F.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.

F.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.

F.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. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.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.

F.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.

F.2.13 Submitting a tender offer

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

- F.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.
- F.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.
- F.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.
- F.2.15 Closing time**
- F.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.
- F.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.
- F.2.16 Tender offer validity**
- F.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.
- F.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.
- F.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.
- F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
- F.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 F.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.
- F.2.18 Provide other material**
- F.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.
- F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.
- F.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.
- F.2.20 Submit securities, bonds, policies, etc.**
If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
- F.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.

F.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.

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

F.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.

F.3.2 Issue Addenda

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

F.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.

F.3.4 Opening of tender submissions

F.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.

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

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

F.3.5 Two-envelope system

F.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.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened.

Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.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.

F.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.

F.3.8 Test for responsiveness

F.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.

F.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.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tender offers 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.

F.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 F.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:
 - iii) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - iv) the summation of the prices.

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

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

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

tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.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.

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1 : Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2 : Financial offer and preference

In the case of a financial offer and preference:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{Ev}) in accordance with the following formula:
$$T_{Ev} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.4 Method 3 : Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{Ev}) in accordance with the following formula:

$$T_{Ev} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4 : Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preferences claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal Places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Table F.1 : Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1*	Option 2*
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m / P$
* P_m is the comparative offer of the most favourable tender offer. P is the comparative offer of tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where: S_Q is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the number of tender evaluation points awarded for quality offered as stated in the tender data.

F.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.

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

F.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,
- c) other revisions agreed between the employer and the successful tenderer, and

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

F.3.15 Issue final contract

Prepare and issue the final draft of contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).

F.3.16 Notice to unsuccessful tenderers

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

- F.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.
- F.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.
- F.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.

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: REAL ESTATE

CONTRACT NO: RE (FM) 14-2013

FOR:
REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN AIRFIELD

PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES
- T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT

NOTE:

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid. All the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

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FORM 2.1.1 SCHEDULE OF CONSTRUCTIONAL PLANT

The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER
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FORM 2.1.2 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year?

What is the estimated turnover for your current financial year?

Physical facilities:

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

Description	Address	Area (m ²)
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DLTA

SMME STATUS - (COMPULSORY)

TENDER OFFICE
PUMZA TWAYISE

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE : If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date
/				

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

ESIPHULENI METROPOLITAN MUNICIPALITY
 19-03-2013
 TENDER OFFICE
 PUMZA TWAYISE

FORM 2.1.3 STAFFING PROFILE

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

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

FORM 2.1.4 PROPOSED KEY PERSONNEL

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

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF		NQF 7 Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION	
HEADQUARTERS Partner/director					
Project manager					
Other key staff (give designation)					
CONSTRUCTION MONITORING Site Agent					
Engineer on Site					
Construction supervisor (give designation)					
Other key staff (give designation)					

FORM 2.15 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

Provide the following information on relevant previous experience. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract. No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two(2) names and telephone numbers and e-mail address per reference.

EMPLOYER (Name, tel no and fax no)	CONSULTING ENGINEER (Name, tel no and fax no)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION
		<p>Metropolitan Municipality</p>		

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02

FORM 2.1.6 FINANCIAL ABILITY TO EXECUTE THE PROJECT

Provide details on the surety you will provide if the bid is awarded to you

Funds available internally

 AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): _____
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998): _____
- Cash: _____

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			Cumulative cash flow
	a Received	b Payments made	a - b Net cash flow	
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				

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Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → →

Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

INTERNAL FUNDING

NAME OF BIDDING ENTITY Canam Projects

FORM 2.1.7 JOINT VENTURE/CONSORTIUM AUTHORITY

JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN AIRFIELD** and of jointly performing such contract under joint and several responsibility

The share of the partners in the Joint Venture/ Consortium shall be :

Full Name and address of Lead enterprise

..... %

Full Name and address of 2nd enterprise

..... %

Full Name and address of 3rd enterprise

..... %

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MUNICIPALITY
19-03-2013
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The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the EMM, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the EMM or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

DA

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures

EKURHULENI METROPOLITA
MUNICIPALITY
19-03-2013
TENDER OFFICE
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FORM 2.1.8

SCHEDULE OF PROPOSED SUBCONTRACTORS

Regulation 11(8) of the Preferential Procurement Regulations ,2011 provides that :

"A person must not be awarded points for B-BBEE Status Level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has capability and ability to execute the sub-contract."

Regulation 11(9) of the Preferential Procurement Regulations ,2011 provides that :

A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	As a % of contract	Name of sub-contractor	B-BBEE Status Level of Contributor Points of sub-contractor
Total % of contract sub-contracted			

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FORM 2.19 FINANCIAL REFERENCES

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	
Fax number	
Account number	
Type of account, (i.e. cheque account)	

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

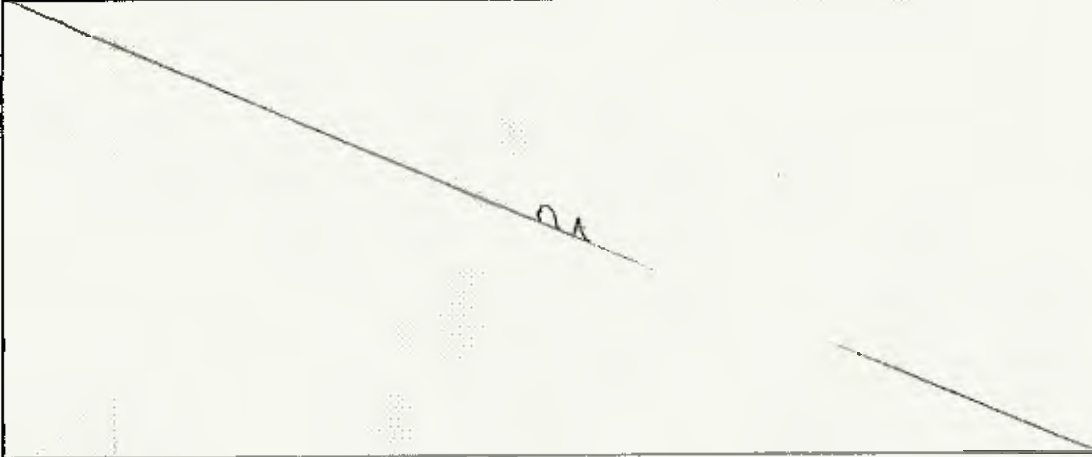
Bidder's SARS tax reference number:

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 19-03-2013
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 FUMZA TWAYISE

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FORM 2.1.10 **DETAILS OF ALTERNATIVE BIDS SUBMITTED**

See condition of bid.

DESCRIPTION


FORM 2.1.11 **AMENDMENTS AND QUALIFICATIONS BY BIDDER**

See condition of bid

PAGE	DESCRIPTION
	 <div data-bbox="1161 1228 1485 1459" data-label="Text"><p>KURHULENI METROPOLIT. MUNICIPALITY 19-03-2013 TENDER OFFICE PUMZA TWAYISE</p></div>

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: REAL ESTATE

CONTRACT NO: RE (FM) 14-2013

FOR:

REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN AIRFIELD

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

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MUNICIPALITY
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PUMZA TWAYISE

FORM 2.2.1 TAX CLEARANCE CERTIFICATE

A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

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.

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract, by the Bid Evaluation Committee.

EKURHULENI METROPOLITAN
MUNICIPALITY
19-03-2013
TENDER OFFICE
PUMZA TWAYISE

NAME OF BIDDING ENTITY Cairn Projects

EKURHULENI METROPOLITAN MUNICIPALITY

FORM 2.2.2 GENERAL DECLARATION:

19-03-2013

TENDER OFFICE

I/We, the undersigned:

- (a) bid to supply and deliver to the EKURHULENI METROPOLITAN MUNICIPALITY (EMM) all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2, C3 and C4", attached hereto, should this bid be accepted in whole or in part;
- (d) confirm that this bid may only be accepted by the EMM by way of a duly authorised Letter of Acceptance;
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the EMM and the undersigned;
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;
- (h) acknowledge that the information furnished is true and correct;
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the EMM that the claims are correct. If the claims are found to be inflated, the EMM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the EMM as a result of the award of the contract and/or cancel the contract and claim any damages which the EMM may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) declare that the signatory to the bid document is duly authorised; and
- (m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the EMM.
- (n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith in terms of Regulation 10 of the Preferential Procurement Regulations, 2011 is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) from a registered auditor, accounting officer or accredited verification agency)
- (o) declare that the following responses to be true and correct:

Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

YES	NO
	✓

if YES the following information must be supplied:

a. The name(s) of the other Bidder(s) involved

.....
.....

2. The full details of the Bidder(s) participation

EKURHULENI
METROPOLITAN
MUNICIPALITY
INTERNAL AUDIT

19 MAR 2013

NUMBER 29

SIGNATURE

(p) declare that all of the information furnished is true and correct

Signed at Benoni this 15th day of MARCH 2013

Name of Authorised Person: _____

Authorised Signature: _____

Name of Bidding Entity: Calvin PROJECTS

Date: 15 M MARCH 2013

As witness: 1. [Signature]

EKURHULENI
METROPOLITAN
MUNICIPALITY
INTERNAL AUDIT

19 MAR 2013
NUMBER 29
Nolens
SIGNATURE

EKURHULENI METROPOLITA.
MUNICIPALITY

19 -03- 2013

TENDER OFFICE
PUMZA TWAYISE

NAME OF BIDDING ENTITY Canine Projects

FORM 2.2.3 DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state*.
- 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 favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
3.1 Full Name of Owner of the Bidding Entity: SUSAN Mkhize

3.2 Identity Number if applicable:

3.3 Registration Number if applica

3.4 Tax Reference Number:

3.5 VAT Registration Number: .

3.6 Are you presently in the service of the state*
(Tick applicable box)

YES	NO
	<input checked="" type="checkbox"/>

3.6.1 If so, furnish particulars.

.....
.....

EKURHULENI METROPOLITAN MUNICIPALITY
19-03-2013
TENDER OFFICE
PUMZA TWAYISE

* 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.

EKURHULENI METROPOLITAN MUNICIPALITY
INTERNAL AUDIT

19 MAR 2013
NUMBER 29
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SIGNATURE



a d.

3.7 Have you been in the service of the state for the past twelve months?
(Tick applicable box)

YES	NO
	<input checked="" type="checkbox"/>

3.7.1 If so, furnish particulars.
.....
.....

3.8 Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO
	<input checked="" type="checkbox"/>

3.8.1 If so, furnish particulars.
.....
.....

3.9 Are you, aware of any relationship (close family member, partner or associate) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO
	<input checked="" type="checkbox"/>

3.9.1 If so, furnish particulars
.....
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?
(Tick applicable box)

YES	NO
	<input checked="" type="checkbox"/>

3.10.1 If so, furnish particulars.
.....
.....

EKURHULENI METROPOLITAN MUNICIPALITY
19-03-2013
TENDER OFFICE
PUMZA TWAYISE

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?
(Tick applicable box)

YES	NO
	<input checked="" type="checkbox"/>

3.11.1 If so, furnish particulars.
.....
.....


EKURHULENI METROPOLITAN MUNICIPALITY
INTERNAL AUDIT
19 MAR 2013
NUMBENI
Makwena
SIGNATURE

CERTIFICATION

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

I ACCEPT THAT THE STATE AND/OR the EMM MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE REJECTED.


.....
Signature

19-03-2013
.....

Date

CEO
.....
Position


.....
Name of Bidding Entity

EKURHULENI
METROPOLITAN
MUNICIPALITY
INTERNAL AUDIT

19 MAR 2013
NUMBER 29
Makma
SIGNATURE

EKURHULENI METROPOLITAN
MUNICIPALITY

19-03-2013

TENDER OFFICE
PUMZA TWAYISE

NAME OF BIDDING ENTITY Canham Projects

FORM 2.2.4 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.1.1	If so, furnish particulars:	EKURHULENI METROPOLITAN MUNICIPALITY 19-03-2013 TENDER OFFICE PUMZA TWAYISE	
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (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) 3265445).	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

15 March 13
Date

CEO
.....
Position

Calim Projects
.....
Name of Bidder

EKURHULENI METROPOLITAN MUNICIPALITY
19-03-2013
TENDER OFFICE
PUMZA TWAYISE

00

NAME OF BIDDING ENTITY

Cairn Projects

FORM 2.2.6 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form "2.2.6" must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This Form "2.2.6" serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (Form "2.2.6") must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(RE [FM] 14/2013) Repairs & Re-employment of airport ground lighting
(Bid Number and Description) System at Brakpan Airport.

in response to the invitation for the bid made by:

Ekurhuleni METROPOLITAN MUNICIPALITY
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: CALINA PROJECTS that:
(Name of Bidder)


1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

EKURHULENI METROPOLITAN MUNICIPALITY
19-03-2013
TENDER OFFICE
PUMZA TWAYISE

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature 

15 March 2013
Date

CEO
Position

Canin Projects
Name of Bidder

EKURHULENI METROPOLITAN MUNICIPALITY 19-03-2013 TENDER OFFICE PUMZA TWAYISE

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	✓
Bidding entities who rent premises from a landlord	
Other (Please specify)	

Signed at Benoni this 19 day of March 2013

Name of Duly Authorised Signatory: (Please print)

Authorised Signature: _____

As witness: 1 _____

2 _____

EKURHULENI METROPOLITAN
MUNICIPALITY

19 -03- 2013

TENDER OFFICE
PUMZA TWAYISE

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: REAL ESTATE

CONTRACT NO: RE (FM) 14-2013

FOR:
REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN AIRFIELD

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

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FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her bid for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- 1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>

- 2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	Yes
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	
.....	
.....	
.....	
.....	
.....	

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- 3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

- 4 Provide details of proposed training (if any) that will be undergone:

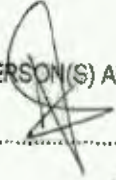
- 5 Potential key risks identified and measures for addressing risks:

.....
.....
.....
.....

6 I have fully included in my bid rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS BID:

1  ID NO:

2 ID NO:

EKURHULENI METROPOLITAN
MUNICIPALITY

19 -03- 2013

TENDER OFFICE
PUMZA TWAYISE

CR


FORM 2.3.2 RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Procuring Department before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer.

	Date	Title or Details
1		Confirmatory notes of compulsory site/clarification meeting
2		
3		
4		
5		
6		
7		
8		
9		
10		

EKURHULENI METROPOLITAN MUNICIPALITY
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 PUMZA TWAYISE

Attach additional pages if more space is required.

Signature of Authorized person: 

Date: 19 MARCH 2013

Name: _____

Position: CEO

PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of EMM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. **Technical adjudication and General Criteria**
Bids will be adjudicated in terms of inter alia:
 - Compliance with bid conditions
 - Technical specificationsIf the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. See page 3 and 4 for examples.
2. **Infrastructure and resources available**
Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:
 - Physical facilities
 - Plant and equipment available for the contract owned by the bidder
 - Plant and equipment the bidder intends renting or acquiring, should the contract be awarded to him.
3. **Size of enterprise and current workload**
Evaluation of the bid's position in terms of:
 - Previous and expected current annual turnover
 - Current contractual obligations
 - Capacity to execute the contract
4. **Staffing profile**
Evaluation of the bid's position in terms of:
 - Staff available for this contract being bided for
 - Qualifications and experience of key staff to be utilised on this contract.
5. **Previous experience**
Evaluation of the bid's position in terms of his previous experience. Emphasis will be placed on the following:
 - Experience in the relevant technical field
 - Experience of contracts of similar size
 - Some or all of the references will be contacted to obtain their input.
6. **Financial ability to execute the contract**
Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:
 - Surety proposed
 - Estimated cash flow
 - Contact the bidder's bank manager to assess the bidder's financial ability to execute the contract and the bidder hereby grants his consent for this purpose.
7. **Good standing with SA Revenue Service**
Establish whether a valid original tax clearance certificate or copy thereof has been submitted with the Bid document on closing date of the bid. If no such Certificate or copy thereof has been submitted, the bid must be rejected. If a valid original tax clearance certificate has not been submitted, the bidder shall be requested in writing to submit a valid original tax clearance certificate by a specific date and at a specific venue. **NB** A failure to submit

a valid original tax clearance certificate in terms of the aforesaid written request shall result in the rejection of the bid.

The bidder **must affix a valid original Tax Clearance Certificate or copy thereof**, to the **last page** of the bid document

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

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.

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

NB:

If the bid does not meet the requirements contained in the EMM Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. Adjudication using a Points System

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and B-BBEE Status Level of Contribution. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate (from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA)) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

For bids with a bid amount equal to or below R 1 000 000.00 (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for B-BBEE Status Level of Contribution. For bids with a bid amount above R 1 000 000.00 (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for B-BBEE Status Level of Contribution.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and B-BBEE Level of Contribution calculated in accordance with the Preferential Procurement Regulations, 2011, unless there are grounds that justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Procurement Policy Framework Act, Act No. 5 of 2000.

9. Remedies

The City Manager must act in terms of paragraph 13 of the Preferential Procurement Policy Regulations, 2011, against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis, or any of the conditions of the contract have not been fulfilled

Regulation 13 of the Preferential Procurement Policy Regulations provides as follows:

"13 (1) An organ of state must, upon detecting that-

- (a) The B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis;
or
- (b) Any of the conditions of the contract have not been fulfilled,

act against the tenderer or person awarded the contract.

- (2) An organ of state may, in addition to any other remedy it may have against the person contemplated in sub-regulations (1) –
- (a) Disqualify the person from the tendering process;
 - (b) recover all 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) Restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining any business from any organ of state for a period not exceeding 10 years after *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.*

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS
2011

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (One Million Rand) (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (One Million Rand) (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional

- discounts that can be utilized have been taken into consideration;
- 2.7 "consortium or joint venture" 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;
- 2.8 "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 "EME" means any enterprise with an annual total revenue of R5 million or less.
- 2.10 "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 "non-firm prices" means all prices other than "firm" prices;
- 2.13 "person" includes a juristic person;
- 2.14 "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points may be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: 5 = 8 (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES NO

(delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor? DA

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME? YES / NO
(delete which is not applicable)

9 DECLARATION WITH REGARD TO BIDDING ENTITY P. ...

9.1 Name of bidding entity;

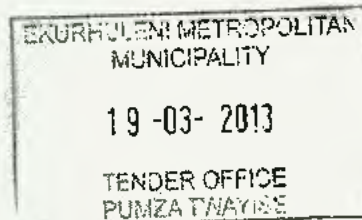
9.2 VAT registration number:

9.3 Registration number of bid

9.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole proprietor
- Close corporation
- Company
- Trust
- Other (specify)



9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

Mechanical - Electrical and Civil Contractors

9.6 CLASSIFICATION

[TICK APPLICABLE BOX]

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated East MM

Consumer Account Number

Stand Number 14 Wend

9.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration Jan 2005

Date that commenced business, if different to date of registration Aug 2005

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the bidder for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.
2.

[Handwritten signature]
[Handwritten signature]

EKURHULENI METROPOLITAN MUNICIPALITY
19-03-2013
TENDER OFFICE
PUMZA TWAYANE

[Handwritten signature]
SIGNATURE(S) OF BIDDER(S)

DATE: 15 Mar 13

ADDRESS: 14 ...

Berani - 1501

FORM 2.3.4 GENERAL INFORMATION :

1. Details of Bidding Entity

NAME OF BIDDER (

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUME

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE.....NUMBI

E-MAIL ADDRESS

VAT REGISTRATION N

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED?
(Tick applicable box)

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>



HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?
(Tick applicable box)

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?
(Tick applicable box)

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
- A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

(IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	X
Company	
Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. Income tax reference number: **(COMPULSORY)**
 (In the case of a joint venture/consortium, provide for all joint venture/consortium members)

~~_____~~

5. VAT registration number **(COMPULSORY)**:
 (In the case of a joint venture/consortium, provide for all joint venture/consortium members)

~~_____~~

6. Company, close corporation, or trust registration number **(COMPULSORY)**:
 (In the case of a joint venture, provide for all joint venture members)

~~_____~~

7. Construction Industry Development Board (CIDB) registration number (COMPULSORY)
(In the case of a joint venture, provide for all joint venture members)

158035

8. Details of proprietor, partners, closed corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).

9. For joint ventures/ consortiums the following must be attached:

- Written authority of each JV / consortium partner, for authorized signatory.
- The joint venture/ consortium agreement.

10. For Trusts the following must be attached

- a. Certified copy of the trust deed;
- b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
- c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON:



DATE

15 MARCH 2013

EKURHULENI METROPOLITAN
MUNICIPALITY
19-03-2013
TENDER OFFICE
PUMZA TWAYISILE

NAME OF BIDDING ENTITY Chase Projects

EQUITY OWNERSHIP – (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership. In the case of a Joint Venture, Consortium or Partnership complete an "Equity ownership" for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizenship	Gender Male / Female	Race	HDI Status (Y/N)	% Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	
			ROA							
			OSA							
			NEKURHULENI							
			MUNICIPALITY							
			TENDER OFFICE							
			PUMZA TWANISHE							
			19-03-2013							

PLEASE NOTE
KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS

FORM 2.3.5 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions
 - 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3)) make provision for the promotion of local production and content.
 - 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
 - 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
 - 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE
 - 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
 - 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 \left(\frac{x}{y} \right) \times 100$$

Where

- x imported content
y bid price excluding value added tax (VAT)

EKURHULENI METROPOLITAN MUNICIPALITY
19-03-2013
TENDER OFFICE PUMZA TWAYISE

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:
 - the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
 - this declaration certificate is not submitted as part of the bid documentation.
2. Definitions
 - 2.1. "bid" includes advertised competitive bids, written price quotations or proposals;
 - 2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);
 - 2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which

costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

- 2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(delete which is not applicable)

YES NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

EKURHULENI METRO
 MUNICIPALITY
 19-03-2013
 TENDER OFFICE
 PUMZA TWAYISI

19-03-2013

TENDER OFFICE
PUMZA WATSE

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

IN RESPECT OF BID No. RE (FM) 14-2013
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
EKURHULENI METROPOLITAN MUNICIPALITY

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: 18-03-13

WITNESS No. 1 _____

DATE: 18-03-13

WITNESS No. 2 _____

DATE: 18-03-13



OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A LETTER OF COMPLIANCE FROM OH&S EKURHULENI METROPOLITAN MUNICIPALITY BEFORE ANY COMMENCE.

- Registration with the Compensation Commissioner.
- Good Standing* with Compensation Commissioner.
- First aid certificate.
- Where contract is taking place (on Company letterhead).
- Nature of intended work (on Company letterhead).
- Protective Equipment issued to employees (company letterhead).
- Site (on company letterhead).
- Person in charge (on company letterhead).
- Name and Qualification of Risk Assessor (Qualification and Contact details of Risk Assessor).
- Insurance Certificate.

The
July 2013
OHS Act

Content of a safety file in terms of the Construction Regulations (GNR 1010 of 18)

Contact details:

van der Westhuizen
Contract Management Office
Alberton CCC - Occupational Health Clinic
Swartkoppies Complex
Tel: (011) 999 2400
Fax: (011) 861 2135
Cell: 082 772774

PLEASE REMEMBER:

- (1) *In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011, if a bidder is an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984) or an accredited verification agency, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;*
- (2) *In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011 if a bidder is not an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach an original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating its B-BBEE rating, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;*
- (3) **TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF;**
- (4) **IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT ;**
- (5) **ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT**
- (6) **BIDDERS OTHER THAN EMES MUST SUBMIT THEIR ORIGINAL AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR A CERTIFIED COPY THEREOF, SUBSTANTIATING THEIR B-BBEE RATING ISSUED BY A REGISTERED AUDITOR APPROVED BY IRBA OR A VERIFICATION AGENCY ACCREDITED BY SANAS.**

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: REAL ESTATE

CONTRACT NO: RE (FM) 14-2013

FOR:

REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN AIRFIELD

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: REAL ESTATE

CONTRACT NO: RE (FM) 14-2013

FOR:

REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN AIRFIELD

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE
(AGREEMENT)

OFFER

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

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

One Million, Seventy Three Thousand Eight Hundred, Nineteen ←
rand (in words);

R 1,073,819-74 ← (in figures), Rands 74/100 ←

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

FOR THE BIDDER:

Signature(s)



19-03-2013


Name(s)

TENDER OFFICE
RUMZA TWAYISE

Capacity

MEMBER

Calvin Protegis - 14 Nanni Road - Benoni
(Name and address of organisation)

Name and signature of Witness ROSELLE 

Date 15.03.2013

EKURHULENI
METROPOLITAN
MUNICIPALITY
INTERNAL AUDIT

19 MAR 2013
NUMBER 29
Nkous
SIGNATURE

20

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 bid 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 bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	Subject _____
	Details _____
2	Subject _____
	Details _____
3	Subject _____
	Details _____
4	Subject _____
	Details _____
5	Subject _____
	Details _____
6	Subject _____
	Details _____

EKURHULENI METROPOLITAN MUNICIPALITY
19-03-2013
TENDER OFFICE
PUNZA TWATSE

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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



EKURHULENI
METROPOLITAN
MUNICIPALITY
INTERNAL AUDIT

19 MAR 2013
NUMBER 29
hloane

EKURHULENI METROPOLITAN MUNICIPALITY
19-03-2013
TENDER OFFICE
PUMZA IWAYISI

FOR THE BIDDER:

Signature(s)

Name(s)

Capacity

[Signature]
MEMBER
Callum Projects - 14 Nani Dr. Benoni
(Name and address of organisation)

Name and signature of witness

ROZELLE [Signature] Date 18.03.2013

FOR THE EMM:

Signature(s)

Name(s)

Capacity

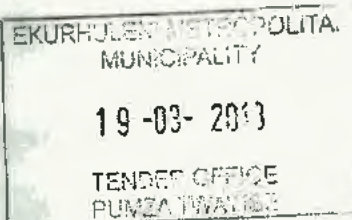
[Signature]
PIETER PAUL GROBLER
DIRECTOR CIVIL WORKS

EKURHULENI METROPOLITAN MUNICIPALITY
(Name and address of organisation)

Name and signature of witness

K. J. Naicker [Signature] Date 22/05/2013

EKURHULENI METROPOLITAN MUNICIPALITY
INTERNAL AUDIT
19 MAR 2013
NUMBER 29
Malwa
SIGNATURE



C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

The Short Form of Contract First Edition (1999), (the "Green Book") published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), is applicable to this Contract and is incorporated herein by reference.

Copies of these Conditions of Contract may be obtained from the South African Association of Consulting Engineers, Tel (011) 463-2022, or may be downloaded from the FIDIC website (www1.fidic.org/bookshop).

The Conditions of Contract refers to certain contract-specific data which appear in the APPENDIX , which data is furnished below.

Item	Sub- Clause	Data
The employer		The Employer is the Ekurhuleni Metropolitan Municipality The Employer's address for receipt of communications is: Physical address: Ekurhuleni Metropolitan Municipality C/o Cross & Rose Streets GERMISTON 1400 Postal address: Private Bag 1069 GERMISTON 1400 Telephone: (011) 999-0731 Fax: (011) 999-7511
Documents forming the Contract listed in the order of priority	1.1.1	
(a) The Agreement		C1.1 FORM OF OFFER AND ACCEPTANCE
(b) The Particular Conditions		(When Particular Conditions appear in this Bid document)
(c) The General Conditions		FIDIC Short Form of Contract First Edition 1999 (the "Green Book")
(d) The Project Specification		Included
(e) The Drawings		Included
(f) The Bill of Quantities		Included
Time for Completion	1.1.9	120 calendar days
Law of the Contract	1.4	The Law of the Republic of South Africa
Language	1.5	The language of the contract for written communications shall be ENGLISH
Provision of Site	2.1	The site to be provided by the Employer is Cnr Van Dyk and Jubilee / Airport Road
Authorised	3.1	Ms P Makuleke and/or such other person(s) as may be appointed to act on behalf of the

the works		10.2: Valuation of Variations
Percentage of retention	11.3	10%
Currency of payment	11.7	South African Rands
Rate of interest	11.8	At Applicable Prime interest Rate
Insurances	14.1	<p>Notwithstanding the provisions of the Conditions of Contract and without limiting the obligations, liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion, the following insurances in the joint names of the Employer and the Contractor:</p> <ul style="list-style-type: none"> (i) Contract Works Insurance (ii) Public Liability Insurance (iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association in the name of the Contractor (including all Sub-Contractors) and Council's insurable interest must be noted in the policy. <p>A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted to the Employer. The Insurances will be maintained from the Commencement Date to the expiry date of the period for notifying defects.</p> <p>The Contractor shall effect and pay for any supplementary insurance which in its own interest it may deem necessary</p> <p>The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause, and enforce the compliance by Sub-contractors with this clause where applicable.</p> <p>Any clarification of the scope of cover provided by the Policies arranged by the Contractor should be obtained from the Council's Claims management service provider.</p> <p>The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the Principal Controlled Insurances are issued.</p> <p>In the event of any claim arising under the policy or policies held, the Contractor shall without delay take all the necessary steps to lodge his claim on the joint behalf of himself and the Employer, and the claim submitted shall cover all costs to repair and make good in terms of Sub-clause 9.1 of the Conditions of Contract. The Contractor shall submit copies of all claims and related documents to the Employer. Settlement of claims will be paid to the Employer who will pay such amounts to the Contractor as the rectification proceeds. All claims shall be submitted in accordance with the requirements of the policy."</p>
		<p>The insured amounts (ex VAT where applicable) shall not be less than:</p> <ul style="list-style-type: none"> (i) Contract Works Insurance: R3 500 000 (ii) Public Liability Insurance: R5 000 000 (iii) A Coupon for Special Risk Insurance (SASRIA) as per SARIA limits
		"The Executive Manager Insurance & Risks (Mr. Dries van den Berg – (011) 999-7369) will verify the Contractors All Risks insurance cover and issue a letter of confirmation that adequate cover is in place or not."
Resolution of Disputes	15.3	<p>Disputes are be settled in terms of paragraph 50 of the SCM Policy, which reads as follows: Resolution of disputes, objections, complaints and queries</p> <p>50. (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –</p>

		<p>(a) to assist in the resolution of disputes between the municipality and other persons regarding -</p> <p>(i) any decisions or actions taken in the implementation of the supply chain management system; or</p> <p>(ii) any matter arising from a contract awarded in the course of the supply chain management system; or</p> <p>(b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.</p> <p>(2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.</p> <p>(3) The person appointed must -</p> <p>(a) strive to resolve promptly all disputes, objections, complaints or queries received; and</p> <p>(b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.</p> <p>(4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if -</p> <p>(a) the dispute, objection, complaint or query is not resolved within 60 days; or</p> <p>(b) no response is forthcoming within 60 days.</p> <p>(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.</p> <p>(6) This paragraph must not be read as affecting a person's rights to approach a court at any time</p>
Settlement of disputes	15.1	Disputes are to be settled in terms of paragraph 50 of the SCM Policy, as set out above
Variations to the Conditions of Contract	4.5	<p>Variations to the Conditions of Contract are:</p> <p>Add the following at the end of sub clause 13.2:</p> <p>*13.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <p>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</p> <p>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</p> <p>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>(v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a</p>

		<p>consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.</p> <p>13.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
Payment for the labour-intensive component of the works	11.9	<p>Add new sub clause 11.9:</p> <p>"Payment for the labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict."</p>

PART 2: DATA PROVIDED BY THE CONTRACTOR

EKURHULENI METROPOLITAN MUNICIPALITY

19-03-2013

Clause	
1.1.5	The Contractor is <u>CONCRETE PROTECT</u>
1.5	The Contractor's address for receipt of communications
	Physical address: <u>1A Nkomo Rd</u> <u>PLATEAU</u> <u>JOHANNESBURG</u> <u>1501</u>
	Postal address: <u>PO Box 24465</u> <u>JOHANNESBURG</u> <u>1594</u>
	Telephone: <u>011 965 6363</u>
	Fax: <u>011 965 0855</u>
	E-mail: <u>admin@concreteprotect.co.za</u>
1.1.9	The time for completing the works is <u>40</u> days
10.2(d)	The rate for special materials, exclusive of value-added tax (VAT) are.

19-03-2013

TENDER OFFICE
PUMZA TWATSE

C1.3 FORM OF GUARANTEE

PRO FORMA

CONTRACT NO.: RE (FM) 14-2013

WHEREAS Ekurhuleni Metropolitan Municipality (hereinafter referred to as "the Employer") entered into, a Contract with _____ (hereinafter called "the Contractor") on the _____ day of _____ 20____ for the construction of _____ at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS _____ has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____ do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

(R _____)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

We hereby choose our address for the serving of all notices for all purposes arising here from as _____

EKURHULENI METROPOLITAN
MUNICIPALITY

19-03-2013

TENDER OFFICE
PUMZA TWAITE

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of _____

Address _____

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

19-03-2013

THIS AGREEMENT made at Benson
on this the 18th day of March in the year 2013

TENDER OFFICE
PUMZA TWAYISE

between THE EKURHULENI METROPOLITAN MUNICIPALITY (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as _____

and

Calvin Projects
(hereinafter called "the Mandatory") of the other part, herein represented by

in his capacity as Member

WHEREAS the Employer is desirous that certain works be constructed, viz

REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN AIRFIELD

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 *The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.*
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
8. **The contact details of the OH&S Agent for the EMM is as follows:**
 Mr. J.J. van der Westhuizen
 Contract Management Office
 Alberton CCC - Occupational Health Clinic
 Swartkoppies Complex
 Tel: (011) 999 2400
 Fax: (011) 861 2135
 Cell: 082 7727748

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMM:

WITNESS 1

NAME 1

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

NAME 1

(IN CAPITALS)

EKURHULENI METROPOLITAN
 MUNICIPALITY

19-03-2013

TENDER OFFICE
 PUMZA TWAYISI

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

*By resolution of the Board of Directors passed at a meeting held on _____ 200.....

Mr/Ms Letter Attached whose signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS 1

NAME (IN CAPITALS) 1

EKURHULENI METROPOLITAN MUNICIPALITY
19-03-2013
TENDER OFFICE
PUMZA YIMATHE

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: REAL ESTATE

CONTRACT NO: RE (FM) 14-2013

FOR:

REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN AIRFIELD

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITY

C2.1 PRICING INSTRUCTIONS

1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.

5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.

6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidded rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single bidded sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The bidded rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

¹ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes

- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- Quantity : The number of units of work for each item
- Rate : The payment per unit of work at which the Bidder bids to do the work
- Amount : The quantity of an item multiplied by the bid rate of the (same) item
- Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

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

11 PRELIMINARY, GENERAL AND SITE ESTABLISHMENT

11.1 Provision

Provision is made in the Bill of Quantities for lump sums to cover the Contractor's cost to supply, erect commission, maintain and eventually demolish and remove site facilities, plant, tools and equipment, and for the Contractor to comply with any other obligations of a preliminary and general nature in terms of the contract. The sum tendered in the Bill of Quantities for any preliminary and general item shall cover the Contractor's direct and overhead costs, profit and all other costs for the provision of the item and/or compliance with the obligations, liabilities, risks and requirements associated with the item.

11.2 Payment for Fixed Cost Items

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining.

11.3 Payment for Time-related Items

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual

period remaining. The total sum subject to recalculation will be adjusted according to the Adjusted Contract Period at the time when Certification of Payment is due.

11.4 Payment for Value-related Items

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining. The total sum subject to recalculation will be adjusted according to the Adjusted Contract Sum at the time when Certification of Payment is due

12 DAY LABOUR, PLANT HIRE AND HAULAGE

Tenderers must state their rates, in the relevant section of the Bill of Quantities, for day labour, plant hire and haulage. Plant hire and Day labour rates are to be shown as hourly rates for the various categories of labour set out in the Schedule. Separate rates shall be quoted for work outside normal working hours, "normal working hours" being taken as all weekdays from 07h00 to 17h00.

No work is to be carried out as a charge to day labour, plant hire or haulage without prior written authorisation of the Engineer, and claims for such activities will not be paid without such authorisation.

Rates must include for the use of Contractor's small tools and equipment and must be inclusive of Contractor's overheads and profit.

C2.2 BILL OF QUANTITIES

Item	Description	Units	Qty	Rate	Total excl. VAT
1	Preliminary and Generals Including site establishment, insurance, guarantees, electricity, as built, certificate of compliance, OHS Act 2003 and Travelling	Sum			
2	Airfield Lighting Supply and installation of LED type light fitting complete with Surge Arrestors, connectors, adapter plate & tamperproof fasteners				
2.1	Inset light fitting complete with LED lamps	No			
2.2	Airfield lighting dimming control module complete with day light harvesting control equipment as per technical specification.	No			
3	APAPI System Supply and installation as specified and indicated on the drawings				
3.1	Supply and Installation of APAPI lights	No			
4	Underground Cable Supply and installation of 6mm ² 220V suffix cable complete	m			
4.1	Tracing of damages and fault location on existing cable	hr			
4.2	6mm ² , 220V cable Joint kits	No			
4.3	Allowance for existing cable repairs	Sum			
4.4	Base Cans				
5.1	New base cans similar to existing	No			
5.2	Refurbishment of Existing Base Cans as specified	No			
5.3	Corrosion treatment of existing Base cans	No			
	Carried Forward				

EKURHULENI METROPOLITAN MUNICIPALITY
 19-03-2013
 TENDER OFFICE
 PUNJAB WAY

MUNICIPALITY
 INTERNAL AUDIT
 19 MAR 2013
 NUMBER 29



19-03-2013

TENDER OFFICE
PUMZA TWAYISE

Brought Forward			
6	Trenching and excavations		
	Soft Material		
6.1	500mmx300mm deep for Cable recovery	m	3500
6.2	Reinstate concrete layer around light base cans to 30MPA	cub-m	25
7	Provisional Sums		
7.1	Allowance for Existing DB modifications including emergency interface	Sum	1
7.2	Allowance for Lightning Protection System	Sum	1
7.3	Allowance for stripping and removal of obsolete installation	Sum	1
7.4	Allowance for a 10kVA standby diesel generator set	Sum	1
7.5	Mark-up and Profit on Item 7.4	%	
8	Miscellaneous		
8.1	Testing and service re-commissioning of existing Radio Control Unit	Sum	1
8.2	Issue of compliance certificates as per SANS 10142	Sum	1
8.3	Issue of compliance certificates as per SACAA and relevant regulations	Sum	1
8.4	Night Flight Licence issue facilitation with SACAA	Sum	1
9	Commissioning of the Airfield Ground Lighting System	Sum	1
Total Amount Excl. VAT <i>Carried forward to summary</i>			

EKURHULENI METROPOLITAN MUNICIPALITY

19-03-2013

TENDER OFFICE
PUMZA TRAYANE

EKURHULENI METROPOLITAN MUNICIPALITY
BRAKPAN AIRFIELD
REPAIRS AND REFURBISHMENT OF RUNWAY LIGHTING
SUMMARY

Bill No	Description	Total
1	AIRFIELD GROUND LIGHTING SYSTEM	
	Sub-Total Excl. VAT	
	Add 10% Contingencies	
	Sub-Total Excl. VAT	
	Add VAT	
	Total Amount Incl. VAT	1,073,819.74
	Carried Forward to Form of Tender	1,073,819.74

NB: PLEASE NOTE:

A. BID PRICES ARE TO BE FIRM.

Signature of person authorised to sign bid documents

Name in block letters

Designation



18.03.2013

Date

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: REAL ESTATE

CONTRACT NO. RE (FM) 14-2013

FOR:

REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN AIRFIELD

PART C3 SCOPE OF WORKS

CONTENTS

PAGE(S)

C3.1 DESCRIPTION OF WORKS

- C3.1.1 EMM's objectives
- C3.1.2 Overview of the Works
- C3.1.3 Clearing and Evacuation of Site
- C3.1.4 Material
- C3.1.5 Schedules of Information
- C3.1.6 Supply Authority
- C3.1.7 Extent of Works
- C3.1.8 Location of the Works
- C3.1.9 Temporary Works

C3.2 ENGINEERING

- C3.2.1 Design
- C3.2.2 EMM's Design
- C3.2.3 Contractor's Design
- C3.2.4 Drawings
- C3.2.5 Design procedure

C3.3 PROCUREMENT

- C3.3.1 Preferential Procurement
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C3.4 CONSTRUCTION

- C3.4.1 Works specifications
- C3.4.2 Site establishment
- C3.4.3 Plant & Materials
- C3.4.4 Construction equipment
- C3.4.5 Existing services
- C3.4.6 Variations and additions to SABS 1200 Standardized specifications and particular specifications

C3.5 MANAGEMENT OF THE WORKS

- C3.5.1 Generic Specification



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C3.6 HEALTH AND SAFETY

C3.6.1 Health and Safety requirements and procedures

C3.6.2 Protection of the Public

C3.6.3 Barricades and lighting

C3.6.4 Traffic control on roads

C3.6.5 Measures against disease and epidemics

C3.6.6 Aids awareness

STATUS

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

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMMS OBJECTIVES

The employer's objectives are to refurbish, upgrade and maintain the airfield ground lighting system lighting at Brakpan Airfield for the safe use of the facility and to comply with the CAA requirements and standard.

C3.1.2 OVERVIEW OF THE WORKS

The work to be carried out includes supply, installation, testing and commissioning and delivering in a good working order of runway lighting system complete and handed over to Ekurhuleni Metropolitan Municipality (EMM).

C3.1.3 CLEARING AND EVACUATION OF SITE

On completion of the contract and after approval has been obtained from the Engineer, everything brought to the site and established on the site for the execution of the contract, must be removed.

All rubble and excess excavated material must be removed. The site must be left in a clean and neat condition to the satisfaction of the Engineer.

C3.1.4 MATERIAL

The employer reserves the right to supply any item of material or equipment required for this service. The Contractor shall take delivery and install such material or equipment. The Contractor shall take delivery of such material or equipment from the designated manufacturer and shall be responsible for the handling, installation, commissioning and security of same until the successful hand over of the works. The Contractor's works insurance shall include the material and equipment supplied by the Employer.

All material supplied for this contract must be new and must comply with the relevant standards as specified in this document.

All items of similar equipment supplied under this contract must be identical and completely interchangeable.

C3.1.5 SCHEDULES OF INFORMATION

The Tenderers attention is drawn to the fact that if the information schedules that form part of this tender are not completed, the tender may be disqualified.

Tenderers must indicate in the information schedules whether their offer complies in every respect with this specification, or if not, precisely how they deviate from the specification.

Alternative offers shall be illustrated with manufacturer's specifications and all the relevant documentation.

C.3.1.6 SUPPLY AUTHORITY

The Supply Authority is the Ekurhuleni Metropolitan Municipality. There is an existing electricity supply to the site.

Notices

The Contractor must issue all notices and make the necessary arrangements with Supply Authority, Telkom, the Department of Public Transport Roads and Works, Provincial or National Road Authorities and other Authorities as may be required with respect to the installation. The Contractor will be held responsible for damage to any existing services brought to his attention by the relevant authorities and will be responsible for the cost for repairs.

C3.1.7 EXTENT OF WORKS

This specification covers the supply, delivery, off-loading, installation, testing, commissioning, hand-over and limited period maintenance of the runway lighting system complete at Brakpan Airfield for Ekurhuleni Metropolitan Municipality (EMM). The extent of works is briefly summarised as follows:

- **SERVICE CONDITIONS**

All equipment and material shall be rated for the climatic conditions pertaining at the construction site with the following as a minimum:

Nominal Voltages (AGL Supply)	250 V
Frequency	50 Hz
Phases	1
Lightning	Moderate
Altitude above sea level	1800m

- **INSPECTIONS AND TESTS**

The Contractor must notify the engineer of any equipment which is ready for despatch, in which case the Engineer will arrange for an inspection at the factory of the manufacturer if it is deemed necessary. Two copies of all equipment test reports, whether these tests have been carried out in the presence of the Engineer or not, must be submitted to the engineer for approval, immediately they become available.

On completion of each section of the electrical installation, the site tests for that portion of the contract must be executed in accordance with the requirements of the Engineer.

The Engineer has the right to request that any reasonable additional tests that may be required be executed to prove that the requirements of the specification have been met. All

the necessary assistance must be rendered so that the tests can be executed without any delay.

All tests must be executed in the presence of the Engineer. The cost of the tests shall be deemed to be included in the unit cost of the installation. The Engineer must be notified two (2) days beforehand in respect of tests to be carried out.

- **COMMISSIONING**

The Contractor shall be responsible for the testing and commissioning of the complete installation to the satisfaction of the Engineer. The Contractor shall notify the Engineer, in writing, 7 days prior to the date of commissioning to allow him to make the necessary arrangements.

- **DRAWINGS**

The drawings generally show the scope and extent of the proposed work and shall not be taken as showing every minute detail of the work to be executed.

The route plans in general indicate the route and can be altered by the Engineer if necessary, after excavations have commenced, if the indicated routes prove to be impractical. The Engineer may if necessary due to circumstances, issue instructions to move the cable route to the other side of the road reserve if the position of the other services can accommodate such movement.

The Engineer may also issue an instruction to change the route of an overhead line and a bundle conductor overhead line if necessary.

Drawings and equipment may be subject to minor alterations at the request of the Engineer should the circumstances require it.

Notwithstanding the fact that drawings are normally drawn to scale, preference must be given to measurements indicated on the drawings. The Contractor must not scale the drawings to determine cable lengths or excavation quantities. The Contractor must verify the quantities provided in the bill of quantities by measuring on site before ordering material.

Drawings indicating the position of existing sewage pipes, main water pipes and other services must be obtained from the relevant service departments and the correctness thereof be confirmed with the departmental representatives on site. No guarantee can be given that the positions of the services indicated on the drawings are absolutely correct or that all the services are indicated on the drawings.

A complete route plan drawn according to an approved scale must be kept on the notice board in the site office. The progress of the work must be indicated on the route plan.

The following information must be updated on a regular basis on the abovementioned drawings:

- The actual position of all equipment, cables and cable joints, poles, stay wires and strut poles.
- The position of the extra sleeves installed, the number of sleeves and the position of the openings of the sleeves in relation to beacons and/or stand boundaries.
- Sizes of all cables, conductors and bundle conductors.
- The correct sequence of cables installed adjacent to one another must be indicated. Existing cables must also be indicated.
- All dimensions must be indicated from identifiable fixed points or lines, e.g. corner

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beacons.

- When progress payments are claimed, the route plans indicating the required detail and the current progress must be up-to-date

- **SUPERVISION**

The work shall at all times, for the duration of the contract be carried out under the supervision of a skilled and competent representative of the contractor. The Contractor shall appoint an accredited installation electrician to oversee the construction work.

The Contractor shall employ a sufficient number of workmen at all times to ensure satisfactory progress.

All inferior work shall, on indication by the Engineer or the Engineer's Representative immediately be removed and rectified by and at the expense of the electrical contractor.

- **INTERRUPTION OF SUPPLY**

All interruptions of the electrical supply that may be necessary for the execution of the work, shall be subject to prior arrangement between the Contractor and the end-user. The Contractor shall give sufficient notice of any planned interruption of the electrical or water supply.

- **AVIATION GROUND LIGHTING SYSTEM**

Power Supply

The power supply for the Aviation Ground Lighting System shall be from an existing surface mounted distribution board. The distribution board shall be upgraded to accommodate new equipment as specified.

Input (Single Phase) 230VAC 50Hz

A minimum of 2.5kW, 230VAC dimming module with the following ranges to be installed in the DB:

Steps: 25% 50% 75% 100%

Electrical cable

The mains supply to the lighting installation is by means of a new underground electrical cable with 6mm² three core, PVC/PVC/PVC, 600V/1000V, suffix cable. The cable shall comply with SANS 1507.

Light Fittings

New Light fittings shall be installed to replace the lighting removed at the stop ways, threshold, top, middle and lower sections as indicated on the drawings.

The installation of light fitting shall comply with SANS 10142:1 and accordance with relevant and applicable guidelines, standards and regulations.

All light fittings shall be equipped with lamps, control gear and shall bear the approved quality mark from the relevant regulatory authorities. Photometric data and testing results as per relevant SABS standards shall be submitted with the tender.

The light fittings shall be an Airfield Ground Lighting type with LED lamps suitable for runway or taxi-way semi flush edge light and shall comply with SANS standards and ICAO annex 14. The light shall be complete with adapters, lamp driver, primary and secondary connectors and grommets.

Detail light fitting specification and requirements shall be indicated on the lighting schedule and drawings. All fitting shall have the approval of the Engineer prior order.

Lamp driver

The lamp driver shall be housed together with the lamp in a weatherproof enclosure.

PAPI System

The existing Precision Approach Path Indicator (PAPI) system shall be reinstated as specified and indicated on the drawings.

The PAPI system shall be equipped with LED lamps and shall comply fully with the relevant national and international standards and all amendments.

Photometric data and performance prepared by approved laboratory as per relevant SABS standard and ICAO Annex 14 standard shall be submitted with the tender.

The PAPI shall be supplied complete with projectors, lamps, adjustable support and vandal proof housing. Vandal proof housing shall be by means of a wire mesh around each PAPI light. The PAPI system shall be fully calibrated, adjusted and commissioned on completion.

The Tenderer shall include full technical details regarding the PAPI system offered with this tender. They shall provide all equipment required to fully commission the PAPI system as required.

The Department reserves the right to have samples of PAPI system offered tested for compliance with relevant authorities. If the sample is found not to comply with the relevant standards the cost of such tests shall be borne by the Tenderer.

Radio Control Unit

The existing radio control unit shall be tested and serviced as required.

Standby Mains Supply

Standby Mains supply shall be provided for the air field lighting system. The standby mains supply shall be means of a 10kVA standby diesel generator.

The 10kVA Diesel generator shall be an outdoor type mounted on concrete plinth complete with engine, alternator, AMF panel, changeover switches, and cabling and set-mounted diesel tank. The capacity of the diesel tank shall be 8hrs at full load.

EXCAVATIONS

Existing trenching routes shall be excavated for the installation of the new underground cable. New excavations for cables shall be 500 mm deep and 300 mm wide.

- **COLLABORATION WITH CIVIL CONTRACTOR**

No Civil contractor appointed on this contract. All civil works forming part of this contract shall be executed by the Contractor.

- **PROVISIONAL ITEMS**

The contingency amount provided in the bill of quantities may be used as a whole, in part or not at all, entirely at the discretion and direction of the Engineer. The inclusion of this amount in the bill of quantities does not imply that the Contractor is entitled to it.

- **CABLE INSTALLATION**

This specification covers the minimum requirements for excavations, installation of sleeves, laying of cables, and backfilling of cable trenches for all cables and is applicable to all secondary power distribution systems.

- **GENERAL**

The term "excavation" shall mean all excavations required for the execution of the contract and includes the digging of cable trenches, pole holes, manholes, cable jointing pits and any other excavations for the purpose of the contract.

All the regulations included in the Occupational Health and Safety Act (Act No 85 of 1993) must be adhered to. It is necessary to take cognisance of the requirements in respect of struts for the walls of cable trenches deeper than 1,5 m.

Where a cable trench has to be excavated in front of or through private i.e. non-municipal property, all the concerned owners must be informed at an early stage.

Written approval for the use of a mechanical trench digger must be obtained from the Engineer.

All possible steps must be taken for the protection of trees, plants, flowers and shrubs during the execution of the contract.

Where the cable trench passes through chemically active soil, the Engineer must be informed accordingly.

If the Engineer is not notified of chemically active soil, the organisation executing the installation will be held responsible for any damage that may be done to the installation.

Where any obstacle or obstruction is encountered during the execution of the installation which necessitates alterations to the cable trench or cable route or method of construction, such alterations must first be approved by the Engineer in writing. The alterations must be indicated on the "as-built" drawings.

Where excavations pass within one meter of strut-, telephone-, electrical-, or traffic light poles it is necessary to carry out tunnel excavations for a distance of 500 mm on each side of the relevant service. The tunnel excavation must be executed as a safety measure for overhead services. The number of cables that have to be laid will determine the width of the tunnel. The height must be such that the maximum quantity of support soil is retained.

- **SAFETY MEASURES AT EXCAVATIONS**

All excavations must be made safe unless otherwise stated.

All the vehicle-or road crossings over a cable trench, whether it is a private entrance or a public road, must be secured on either side by means of solid efficient railings to the satisfaction of the Engineer.

Where planks are used for bridges the planks must be bolted together by means of cross planks on the underside so that the planks do not move or twist. Such a crossing must be capable of carrying a load of 6 metric tons without collapsing or whatever may be necessary for the specific application.

For the use of pedestrians a bridge 1 m wide and 1 m high with firm hand railings must be provided over open cable trenches in front of buildings or by means of another approved method. The planks for the bridge must be at least 38 mm thick and the hand railings must be firmly bolted to the bridge planks so that the hand railing will not collapse if a person leans or falls against it. The hand railings must be built in such a way that a person (child) cannot fall or crawl through it.

Alternative structures of steel or other material can be used if they comply with the requirements detailed above and are approved by the Engineer.

Both ends of all open excavations must be barricaded at a distance of 3 m by means of white 200 litre steel drums (example oil drums), or a method approved by the Engineer.

Where roads, footpaths or pavements, vehicle entrances or road crossings cross a cable trench, effective warning lights must be installed. All barricades must be effectively illuminated as follows:

Across the ends of the cable trench two flashing, red/amber warning lights must be installed 1m apart 1200 mm above the natural ground level.

Next to open cable trenches flashing red/amber, warning lights must be installed 15 m apart 1200 mm above the natural ground level together with a rope or pole barricade.

At least two (2) red and white PVC warning tapes must be provided at 600 mm and 1200 mm above the natural ground level at each foot and vehicle bridge.

CABLE TRENCHES

Cross-section cuttings must be made through cable trenches at the places indicated by the Engineer.

The cable trench must be excavated in the position indicated on the drawings in accordance with the standard methods prescribed by the Engineer. For residential areas with fences and walls erected on the boundaries of stands, the position of the cable trench will be determined by the Engineer. The necessary precautions must be taken to ensure that the fences and/or walls do not collapse.

The cable trench must be straight and excavated in accordance with the required dimensions. The length of cable trench that may be excavated at a time must not exceed 400 m, following which a length of cable must be laid, inspected and the cable trench backfilled before further excavations are carried out. Cables, which have been laid, must be energised as soon as possible to limit the possibility of theft of cable.

The cable trench must be wide enough to accommodate the cables in accordance with the schedule of technical details.

The cable trench must be excavated to a depth of 1,0 m (with a 50mm tolerance) below the final level of the pavement or 500 mm below the final tarred level of the street. If the cable trench, due to circumstances is excavated on the lower side of the road, the bottom of the cable trench must be at least 500 mm below the ground level of the boundary of the stand. Any additional excavations due to the abovementioned condition shall be deemed to be included in the unit tariff.

Where roads and streets have not been built and the road surface has to be crossed, cables must be laid in sleeves 1,5 m below street level to prevent damage of the cables at a later stage. The bottom of the cable trench must be level with and must follow the contour of the final tarred surface. Excessive depths must be filled with soft soil compacted to the required depths.

Where the cable trench passes through rocky soil, remove all sharp points and edges that could damage the cables during installation or thereafter. All loose rocks and fragments must be removed from the cable trench.

Natural obstructions must either be removed or tunnelled under but when other services are encountered, the shortest route must be taken in accordance with the prescribed clearance.

Where a cable trench is excavated adjacent to an existing cable route:

cross sections through the trench must be made and the Engineer must decide on the position and route of the new cable trench;

cables and cable joints may only be moved under the supervision of the Engineer; and

the necessary precautions must be taken to prevent damage to the existing cables. The Electrical Contractor shall be responsible for the repair of the damaged cables and the cost thereof.

• EXCAVATIONS OF CABLE JOINTING PITS

Excavations for cable jointing pits must be at least 1,2 m deep, rectangular and large enough for two cable jointers to comfortably and effectively execute the work. If more than one cable joint has to be made in the same position, the jointing pit must be large and long enough so that the cable joints can be staggered. The minimum size of the jointing pits for cable joints are as follows:

Single cable joint 2,5 m long x 1,25 m wide

Two staggered cable joints 3 m long x 1,5 m wide

Three staggered cable joints (triangular pattern) 3 m long x 1,6 m wide

Four staggered cable joints 3,5 m long x 2 m wide

Five staggered cable joints 4 m long x 2 m wide

The exact position of all cable jointing pits must at all times be approved by the Engineer.

Flashing red/amber warning lights must be installed around the cable jointing pits at a height of 1200 mm above the natural ground level. A rope and pole barricade must be erected in addition to the warning lights.

- **INSPECTION AND MEASUREMENT OF EXCAVATIONS**

When the excavations for the cable trenches and cable jointing pits have been completed, the Engineer must be notified twenty four (24) hours beforehand so that he can execute inspections and be present when the excavations are measured. Inspections are not executed on Saturdays, Sundays and Public Holidays.

- **MAINTENANCE OF EXCAVATIONS**

The excavations must be maintained in a good condition, free of storm-, rain- and seepage water, mud, loose ground, rocks, gravel or any other foreign material that may be found in the cable trench, until the cables have been laid, are covered and the backfilling compacted.

The necessary steps must be taken to prevent loose rocks and ground falling from the pavement onto the tarred surface or landing in other services during heavy rain. If the above-mentioned does happen, it must be rectified immediately.

- **CABLE JOINTING**

The Engineer must be satisfied that only fully trained and competent cable jointers will be used for the jointing of the cables in accordance with the requirements and standards of the manufacturer.

All cable jointing must be executed strictly in accordance with the instructions of the supplier.

- **INSPECTION AND TESTING**

The inspection and testing of jointing and connections of cables must be carried out as per manufactures specifications and manuals.

- **RUNWAY LIGHTING**

The runway lighting shall comply with the requirements of South African Civil Aviation Authorities' (CAASA) applicable regulations, standards and requirements as per recommendations and provisions contained in Annex 14 ICAO. The light fitting shall be approved by SABS and SACAA.

The runway lighting system shall be supplied from the standby mains supply.

The light fitting and lamps shall be as specified and indicated on the drawings. The light fitting shall be housed in the existing underground base cans.

- **BASE CANS**

The existing base cans are installed underground along the runway with 100mm concrete slab above ground level. The base cans shall be cleaned and treated for corrosion and made watertight as required.

Missing and damaged base cans shall be replaced with similar and equal new base cans.

- **CONNECTION OF CABLES IN BASE CANS**

The connection of cable in the base cans shall be water tight and sealed to prevent water ingress.

- **INSPECTION**

Quality inspection shall be carried where the base cans have been installed complete with cables, isolation transformers, connectors, light fittings & lamps, photocells (if applicable) and connections.

- **TESTING**

The runway lighting system including control equipment must on completion of the installation be tested to the approval of the Engineer.

On completion of the testing, each light fitting in the installation must be equipped with the specified lamp. The cost of replacing lamp during the erection of the installation shall be deemed to be included in the contract amount.

- **EARTHING**

Effective earthing is of the utmost importance for the protection of equipment and the safety of the users. The progressive accentuation of security and reliability of electrical supply requires comprehensive design, implementation and maintenance of earthing installations.

The purpose of an earth is to conduct electrical current under normal and fault conditions to earth, not exceeding the operational limit of equipment or detrimentally affecting the continuous supply of electricity or the safety of maintenance personnel and the public.

The earthing of existing equipment shall comply with the requirements of SANS10142:1
A 1m earth spike is to be driven into the ground next to every second light fitting at a minimum of 500mm below normal ground level and the earth conductor is to be connected at this interval.

Earth resistivity tests shall be conducted prior to installation and a certificate of the results to be forwarded to the engineer before the installation of earth spikes.

- **COMPLETION**

- Information In Respect Of The Completed Installation

After the installation has been completed and before hand over to the Employer, a completed sepia "as-built" drawing must be provided to the Engineer. All the information relating to the installation, as installed, must be indicated on the drawing.

On completion of the installation a surveyor's certificate is required to prove that the stand beacons are still in the correct positions.

- Clearing And Evacuation Of The Site

On completion of the installation and approval of the Engineer, everything brought to the site or used for the execution of the installation, must be removed. All excavated material, which was not used for backfilling, must also be removed. The site must be clean and neat to the satisfaction of the Engineer.

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SCHEDULES OF INFORMATION

SCHEDULE A – SCHEDULE OF LUMINAIRES

Type	Description
S1	Runway Identification Lights complete with a minimum of 4 Watt – 20 mA LED lamp and driver
S2	Runway Edge and Obstruction Lights complete with minimum of 8 Watt – 40 mA LED lamps
S3	Runway End Lights complete with minimum of 4 Watt – 20 mA LED lamps
S4	APAPI Lights complete with minimum of 27 Watt – 70 mA LED lamps per Box in a weatherproof enclosure.

SCHEDULE B – SCHEDULE OF CABLES

Type	Description
	6mm ² , 230V, three core, suffix electrical cable

MATERIAL SCHEDULE

The contractor shall complete the following schedules and submit them to the Representative/Agent at tender closing.

The schedules will be scrutinized by the Representative/Agent and should any material offered not comply with the requirements contained in the specification, the Contractor will be required to supply material in accordance with the contract at no additional cost.

NB: Only one manufacturer's name to be inserted for each item.

Item	Material	Make or trade name	Country of origin
1.	Dimmer Unit	PHILLIPS	RSA
2.	6mm ² , 230V, three core, suffix electrical cable	ABERDARE	RSA
3.	Base Cans	SM	SA
4.	4W Runway Identification Lights - Type S1	PHILLIPS	RSA
5.	27W APAPI Light Fitting - Type S2	PHILLIPS	RSA
6.	8W Runway Edge and Obstruction Lights - Type S3	PHILLIPS	RSA
7.	4W Runway End Lights - Type S4	PHILLIPS	RSA
8.	LED Drivers	PHILLIPS	RSA
9.	Connectors	SM	RSA

NOTE:

Should the contractor wish to supply materials other than that originally offered prior written approval must be obtained from the Representative/Agent before any orders are placed.

CONTRACTOR:

Cairing Projects (Susan Matize)

SIGNED:



DATE:

18.03.2013

C3.3.1.1 Requirements

Acceptable bids will be evaluated by using a system that awards points on the basis of 80 points for bid price and 20 points for the BEE rating.

C3.3.1.2 Resource standard pertaining to targeted procurement

Not applicable

C3.3.2 SUBCONTRACTING – Not Applicable to this contract

C3.3.2.1 Scope of mandatory subcontract works

Not Applicable

C3.3.2.2 Preferred subcontractors/suppliers

Not Applicable

C3.3.2.3 Subcontracting procedures

Not Applicable

C3.3.2.4 Attendance on subcontractors

Not Applicable

C3.4 CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 Applicable Standards and Specifications

The installation shall be erected and tested in accordance with the following Acts and Regulations:

- The National Building Regulations – SANS 10400
- The latest issue of SANS 10142 – "Code of Practice for the Wiring of Premises"
- The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended
- The Fire Brigade Services Act, 1993, Act 99 of 1987 as amended
- The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended
- South African Civil Aviation Authority Acts and relevant standards, regulations and requirements
- International Civil Aviation Organisations (ICAO Annex 14 standard) relevant provisions and applicable standards and regulations.

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

C3.4.1.2 Particular Specifications

Not applicable

C3.4.1.3 National and International Standards

Not applicable

C3.4.1.4 Variations and Additions to Standardized Specifications

Not applicable

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Services and facilities provided by the Employer

(a) Water sources

Not Applicable

(b) Electricity supply

Not Applicable

(c) Excrement disposal

Not Applicable

(d) Area for contractor's site establishment

Not Applicable

(e) Rail facilities

Not applicable

C3.4.2.2 Facilities provided by the Contractor

(a) Facilities for the Engineer

Not Applicable

(b) Water

Not Applicable

(c) Electricity

Not Applicable

(d) Excrement disposal

Not Applicable

C3.4.2.3 Site usage

The contractor shall at all times minimize disruptions to staff and daily operations of the Facility. Prior arrangements shall be made with the user department for the electrical power shut down in the facility as and when required.

C3.4.2.4 Permits and way leaves

As required and specified by the user-client and the designated EMM project manager.

C3.4.2.5 Features requiring special attention

(a) **Site maintenance**

Not Applicable

(b) **Testing and quality control**

COSTS OF TESTING

(a) Tests in terms of subclause C3.4.2.5(c)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.5(c)(i), above shall be borne by the Contractor and shall be deemed to be included in the bidden rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.2.5(c)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (eg re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of subclause C3.4.2.5(b)(i): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(c) **Subcontractors**

Not Applicable

(d) **Access to properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

(f) **Local Labour and Training**

The Bidder shall limit the utilisation of his permanently employed personnel to Key Personnel, such as Bids Managers, Site Agents, Foremen, Supervisors, Plant Operators, Materials and Survey Technicians, Trainers, Buyers, Storemen and the like should such expertise not be available out of the community. All other personnel and labourers shall be recruited locally (Brakpan area).

The Bidder shall make maximum use of the human resources existing in the local community. The bidders shall apply to the employment labour desk, conveyed by the Steering Committee for details of those labourers who are available in the area of work and he shall provide preference to those labourers identified by the Steering Committee.

Formal structured skills training of labour in certain fields have been done. The bidder shall utilise trained labour in all instances. The employment of labour from outside the local area will only be considered and permitted by the Engineer in the event of:

- a) the unavailability of sufficient numbers of local labourers to execute the work;
- b) the unavailability within the local community of the required skills necessary for the execution of specific portion of work, and where the completion period does not permit the creation of the necessary skills through training.

In both cases the Bidder shall prove to the satisfaction of the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit local labour.

The bidder shall maintain accurate and comprehensive daily records of all labour engaged on the bid and shall submit to the Engineer at two weekly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

(g) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 49 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal working days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(h) Construction in restricted areas

Not Applicable

(i) Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bid rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

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(m) **Workmanship and quality control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bidden for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.2.6 Extension of time due to abnormal rainfall

- (a) Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

Rn = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

The factor (Nw - Nn) shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

- (b) The rainfall records at rainfall station number (Rand Airport) or alternatively 368 (OR Tambo International Airport) for the period September 2006 to September 2012 or latest are reproduced in the accompanying table, and the monthly averages (Rn and Nn) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for Rn and Nn in the formula above. The values of X and Y shall be 20 and 10 respectively.

The potential extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of V were obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of Rn and Nn indicated in the table.

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- (c) The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.
- (d) The Contractor's claims in terms of Subclause 42.2 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Engineer monthly, provided always that
- (i) the period allowed to the Contractor in terms of Clause 48 of the Conditions of Contract in which to submit his claim for each month shall be reduced to seven (7) days, calculated from the last day of the month to which the claim applies; and
 - (ii) the 28-day period allowed to the Engineer in terms of Subclause 42.2 of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days.
- The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.
- (e) The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with subclause C3.4.2.6(a) above; provided always that
- (i) rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in Subclause 1.6 of the Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;
 - (ii) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly "V" values;
 - (iii) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and
 - (iv) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for N_n and R_n .
- (f) The Engineer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the "Nn" values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.
- (g) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 42 and Clause 48 of the Conditions of Contract.

C3.4.3 PLANT AND MATERIALS

C3.4.3.1 Plant and materials supplied by the employer

Nil

C3.4.3.2 Materials, samples and shop drawings

(a) Samples

Materials or work which do not conform to the approved samples submitted in terms of Subclause 23.4 of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Subclause 23.7 of the Conditions of Contract, be for the Contractor's account.

C3.4.4 CONSTRUCTION EQUIPMENT

C3.4.4.1 Requirements for equipment

Refer to Scope of Work and Technical specification

C3.4.4.2 Equipment provided by the employer

Nil

C3.4.5 EXISTING SERVICES

C3.4.5.1 Known services

Refer to Scope of Work and Technical specification

C3.4.5.2 Treatment of existing services

Refer to Scope of Work and Technical specification

C3.4.5.3 Use of detection equipment for the location of underground services

Not Applicable

C3.4.5.4 Damage to services

Refer to Scope of Work and Technical specification

C3.4.5.5 Reinstatement of services and structures damaged during construction

Refer to Scope of Work and Technical specification

C3.5 MANAGEMENT OF THE WORKS

C3.5.1 GENERIC SPECIFICATIONS

Refer to Scope of Work and Technical specification

C3.6 HEALTH AND SAFETY

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

(a) Construction Regulations, 2003

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

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

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

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

A payment item is/Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.6.2 PROTECTION OF THE PUBLIC

As per Occupation Health and Safety Act 2003 specifications and requirements.

C3.6.3 BARRICADES AND LIGHTING

As per Occupation Health and Safety Act 2003 specifications and requirements.

C3.6.4 TRAFFIC CONTROL ON ROADS

Not applicable

C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS

As per relevant statutory requirements and guidelines

C3.6.6 AIDS AWARENESS

As per relevant statutory requirements and guidelines

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: REAL ESTATE

CONTRACT NO: RE (FM) 14-2013

FOR:

REPAIRS AND REFURBISHMENT OF AIRFIELD GROUND LIGHTING SYSTEM AT BRAKPAN AIRFIELD

PART C4 SITE INFORMATION

SITE INFORMATION

SITE CONDITIONS

The site is situated within Ekurhuleni Metropolitan Municipality and located in Brakpan, East Rand, Gauteng.

Atmospheric and environmental condition.

A geographical information and condition are available on request.

SITE LOCATION

The site is Brakpan Benoni Airfield. The site is located on the corner of Van Dyk and Jubilee/Airport Road in Brakpan, East Rand, Gauteng.

ACCESS TO SITE AND RESTRICTIONS

Access to site shall be arranged with EMM Project Manager and the Engineer. No restrictions are available.

EXISTING SERVICES

As per technical specification and drawings