

Tender No. COM45/2024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT

CIDB GRADING: 6EP OR HIGHER

CLOSING DATE: 12 JULY 2024 AT 11:00AM

PROCUREMENT DOCUMENT based on:

- Standard Conditions of Tender as contained in the Implementation Industry Development Board (CIDB) Standard for Uniformity in Engineering and Implementation Works Contracts.
- The General Conditions of Contract for Implementation Works, Second Edition, 2015, published by the South African Institute of Electrical Engineering

Issued by:

**CITY OF MBOMBELA
1 NEL STREET
MBOMBELA
1200**

Prepared by:

**CITY OF MBOMBELA
1 NEL STREET
MBOMBELA
1200**

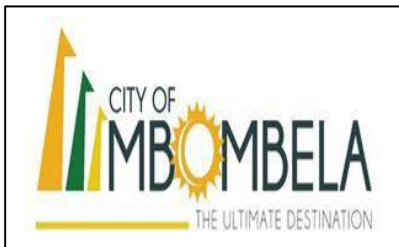
SCM enquiries Contact:

Name: Christopher Nkambule
Supply Chain Management
christopher.nkambule@mbombela.gov.za
Tel: 013 759 2358

Technical enquiries Contact:

Name: Nonhle Zungu
Project Manager
nonhle.zungu@mbombela.gov.za
Tel: 013 759 9354

Name of tenderer:



COM45/2024

TRIENNIAL FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT

Contents

Number Heading

THE TENDER

Part T1: Tendering procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender data
 - Part 1 – *Standard* Conditions of Tender
 - Part 2 – *Special* Conditions of Tender

Part T2: Returnable documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
 - Part 1 – Data by the *Employer*
 - Part 2 – Data by the *Contractor*

- C1.3 Form of Guarantee

Part C2: Pricing data

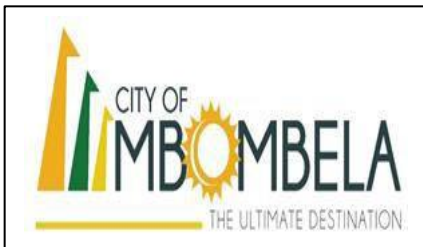
- C2.1 Pricing Assumptions
- C2.2 Bill of Quantities

Part C3: Scope of work

- C3 Scope of work

Part C4: Site Information

- C4 Site Information
 - Checklist for compulsory returnable documents



COM45/2024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

T1.1 Tender Notice and Invitation to Tender

City of Mbombela invites tenders for TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

Tenderers should have a **CIDB contractor grading of 6EP of Higher.**

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 11 June 2024 on the e-Tenders: www.etenders.gov.za and www.mbombela.gov.za on the tenders and notices folder, free of charge.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE TO CLAIM B-BBEE POINTS, CURRENT MUNICIPAL RATES AND TAXES STATEMENT FROM A RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH THE LESSOR'S UP-TO-DATE MUNICIPAL RATES AND TAXES STATEMENT FOR BOTH THE BUSINESS AND ACTIVE BUSINESS DIRECTORS INCLUDING JV/CONSORTIUM MEMBERS, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "Bid No: COM45/2024: TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT, CLOSING DATE: 12 JULY 2024" with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager through email address: nonhle.zungu@mbombela.gov.za. Technical enquiry cut-off date is 5 July 2024 at 16:00.

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted nor considered

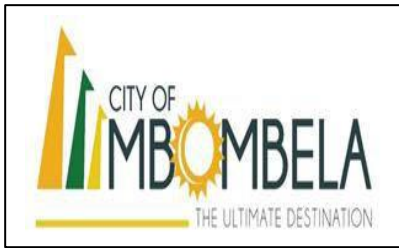
Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE status level of contribution.

Procurement Enquiries : Christopher Nkambule
Tel: 013 759 2358
Technical Enquiries : Nonhle Zungu
Tel: 013 759 9354
Employer : The City Manager: Mr. W Khumalo City
of Mbombela
Po Box 45; Mbombela; 1200

VISIT OUR WEBSITE: www.mbombela.gov.za

NB: the results of this bid will be published on council's website as prescribed on section 75(1) (g) of the MFMA and section 23(c) of the SCM Regulations



COM45/2024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

T1.2 Tender Data

Part 1: Standard Conditions of Tender

The conditions of Tender are the Standard Conditions of Tender as contained in the Implementation Industry Development Board (CIDB) Standard for Uniformity in Engineering and Implementation Works Contracts, August 2019 (See www.cidb.org.za). The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Data
3.1	The Employer is: City of Mbombela, 1 Nel Street, Mbombela, 1200
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Form of guarantee Part C2: Pricing data C2.1 - Pricing Assumptions C2.2 - Schedule of Rates / Price List Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.4	The employer's agent is : Project Manager
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall not be applied
4.1.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: a) CIDB registration Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a

contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Implementation Industry Development Regulations, for a **6 EP or higher** class of implementation work, are eligible to have their tenders evaluated.

Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Implementation Industry Development Regulations, are not eligible to have their tenders evaluated.

For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.

Grading Designation	Tender Value Limit
5 EP	R 10 m
6 EP	R 20 m
7 EP	R 60 m
8 EP	R 200 m
9 EP	No Limit

Joint Ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the **6 EP** class of implementation work; and
- the combined contractor grading designation calculated in accordance with the Implementation Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **6 EP** class of implementation work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Implementation Industry Development Regulations.

b) Key Personnel

In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the implementation works. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms U of the Returnable Schedules.

Individuals must be identified for each of the key personnel listed under Forms U. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms U with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.

Failure to comply with the requirements or to complete Form U may render the tender non-responsive.

4.6	Failure to apply instructions contained in addenda may render a tenderer's offer nonresponsive.
4.8	No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager through email address: nonhle.zunqu@mbombela.gov.za. Technical enquiry cut-off date is stipulated on the tender invitation.
4.10	Tenderers are required to state the rates and currencies in South African Rand (ZAR)
4.11	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or correct errors made by the tenderer and ensure all signatories to the tender offer initial all such alterations.

4.12	No alternative tender offers will be considered
4.13	Telephonic, telegraphic, telex, facsimile or e-mailed tenders offers shall not be accepted.
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance.
4.15	BID CLOSING DATE: 12 JULY 2024 @ 11:00
4.16.1	The tender offer validity period is 120 days .
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ul style="list-style-type: none"> a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9, <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.
5.1	The employer shall respond to clarifications received as stipulated on the tender invitation.
5.2	The employer may issue addenda / erratum until 5 working days before tender closing time if deemed necessary.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.

5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted 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 be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. <p>Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.</p>
-----	---

	<p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.10	<p>A bid not complying with the requirements stated hereunder will be regarded as “Non Responsive”, and as such will be rejected/disqualified for further evaluation (Functionality). The following compulsory attachments must be submitted together with the bid document:</p> <ul style="list-style-type: none"> • Proof of Active CIDB contractor grading designation of 6EP or higher. • Copy of relevant Annual Financial Statements (AFS) for the last 3 Financial Years. • Copy of CSD Registration FULL report (summary report will NOT be considered) downloaded within 30 days before closing date. • Company registration certificate. • Valid Tax Compliance Status issued by SARS. • Joint venture agreement in case of JV. All parties must submit respective required returnable documents except for consolidated B-BBEE Certificate, functionality requirements and combined CIDB grading. • Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead (applicable to businesses owned by more than one director). • Certified copy of B-BBEE certificate or sworn affidavit for B-BBEE (not disqualifying factor but failure to attach will lead to non-claiming of B-BBEE points) • Letter of good standing for COIDA. The letter of good standing must reflect the relevant nature of business in with the Classification of Industries, the Compensation for Occupational Injuries and Diseases Act 130 of 1993. • Tenderer must provide valid copy of current municipal rates statement from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor’s up-to-date municipal rates and taxes statement for both the company and for active directors including JV/Consortium partners. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes. A bid will be rejected if any municipal rates and taxes 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 months. • Proof of public liability Insurance / third party liability insurance for a minimum of R5 000 000.00. The letter must be issued by a registered insurance service provider. The letter should have the full contact details of the service provider and the underwriter. • Letter of intent for performance guarantee from a registered Financial Service Provider (FSP). The letter should have the full contact details of the service provider and the FSP number. <p>NB: All certified copies must not be older than three months. No copies of certified copies will be accepted. Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorized signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive.</p>

5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 2: Quality, Financial Offer and Preference.</p> <p>In the case of a functionality, price and preference:</p> <ol style="list-style-type: none">1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in below. <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p>
--------	---

$$T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$$

where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula

$$A = (1 - \frac{P - P_m}{P_m})$$

and W_1 equals:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000

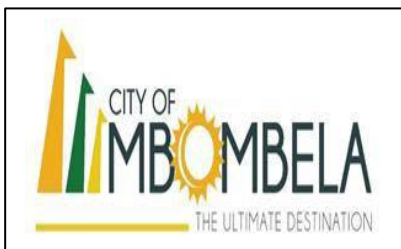
N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$.

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

5.11.8	<p>Scoring preferences.</p> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2022) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>Points awarded will be according to a tenderer's specific goals summarized in the table below:</p>																																										
	<table border="1"> <thead> <tr> <th data-bbox="263 488 359 622">Item No.</th> <th data-bbox="359 488 922 622">The specific goals allocated points in terms of this tender</th> <th data-bbox="922 488 1177 622">Number of points allocated (80/20 system)</th> <th data-bbox="1177 488 1442 622">Number of points allocated (90/10 system)</th> </tr> </thead> <tbody> <tr> <td data-bbox="263 622 359 689">1.</td> <td data-bbox="359 622 922 689">100% Black owned enterprises within the definition of the HDI</td> <td data-bbox="922 622 1177 689">2</td> <td data-bbox="1177 622 1442 689">1</td> </tr> <tr> <td data-bbox="263 689 359 741">2.</td> <td data-bbox="359 689 922 741">At least 30% women owned enterprises</td> <td data-bbox="922 689 1177 741">2</td> <td data-bbox="1177 689 1442 741">1</td> </tr> <tr> <td data-bbox="263 741 359 792">3.</td> <td data-bbox="359 741 922 792">At least 30% youth owned enterprises</td> <td data-bbox="922 741 1177 792">2</td> <td data-bbox="1177 741 1442 792">1</td> </tr> <tr> <td data-bbox="263 792 359 860">4.</td> <td data-bbox="359 792 922 860">At least 30% enterprises people living with disabilities</td> <td data-bbox="922 792 1177 860">2</td> <td data-bbox="1177 792 1442 860">1</td> </tr> <tr> <td data-bbox="263 860 359 927">5.</td> <td data-bbox="359 860 922 927">Enterprises regarded as EMEs located within the City of Mbombela</td> <td data-bbox="922 860 1177 927">2</td> <td data-bbox="1177 860 1442 927">1</td> </tr> <tr> <td data-bbox="263 927 359 1084">6.</td> <td data-bbox="359 927 922 1084">Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)</td> <td data-bbox="922 927 1177 1084">2</td> <td data-bbox="1177 927 1442 1084">1</td> </tr> <tr> <td data-bbox="263 1084 359 1151">7.</td> <td data-bbox="359 1084 922 1151">Corporate Social Investment (CSI) Plan. (see notes below)</td> <td data-bbox="922 1084 1177 1151">5</td> <td data-bbox="1177 1084 1442 1151">3</td> </tr> <tr> <td data-bbox="263 1151 359 1308">8.</td> <td data-bbox="359 1151 922 1308">B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)</td> <td data-bbox="922 1151 1177 1308">3</td> <td data-bbox="1177 1151 1442 1308">1</td> </tr> <tr> <td data-bbox="263 1308 359 1375">Total</td> <td data-bbox="359 1308 922 1375"></td> <td data-bbox="922 1308 1177 1375">20</td> <td data-bbox="1177 1308 1442 1375">10</td> </tr> </tbody> </table>	Item No.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)	1.	100% Black owned enterprises within the definition of the HDI	2	1	2.	At least 30% women owned enterprises	2	1	3.	At least 30% youth owned enterprises	2	1	4.	At least 30% enterprises people living with disabilities	2	1	5.	Enterprises regarded as EMEs located within the City of Mbombela	2	1	6.	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	1	7.	Corporate Social Investment (CSI) Plan. (see notes below)	5	3	8.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	3	1	Total		20	10		
Item No.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)																																								
1.	100% Black owned enterprises within the definition of the HDI	2	1																																								
2.	At least 30% women owned enterprises	2	1																																								
3.	At least 30% youth owned enterprises	2	1																																								
4.	At least 30% enterprises people living with disabilities	2	1																																								
5.	Enterprises regarded as EMEs located within the City of Mbombela	2	1																																								
6.	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	1																																								
7.	Corporate Social Investment (CSI) Plan. (see notes below)	5	3																																								
8.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	3	1																																								
Total		20	10																																								

	<p>Have a date of issue less than 12 (twelve) months prior to the tender closing date(see Tender Data 4.15); and</p> <p>Compliance with any other information requested to be attached to Returnable Schedule Form D; and</p> <p>If a tenderer claims a preference score without submitting an acceptable Verification Certificate(s) and/or all of the information in compliance with Returnable Schedule Form D, a period of 1 (one) working day will be granted to submit this information; and</p> <p>Failure to submit a valid Verification Certificate(s) and/o all the information in compliance with Returnable Schedule Form D, will result in the award of 0 (zero) points for preference; and</p> <p>In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted, as well as a valid B-BBEE Verification Certificate for each member of the JV; and</p> <p>If the tender documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, 0 (zero) points for preference will be awarded, unless the intended sub-contractor is an EME that has the capability to execute the sub-contract.</p>																		
5.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1" data-bbox="316 775 1382 1117"> <thead> <tr> <th data-bbox="316 775 1038 891">Quality criteria</th> <th data-bbox="1038 775 1209 891">Maximum number of points</th> <th data-bbox="1209 775 1382 891">Returnable Schedule Form</th> </tr> </thead> <tbody> <tr> <td data-bbox="316 891 1038 958">Experience on previous contracts of a similar scope (over last Five years)</td> <td data-bbox="1038 891 1209 958">40</td> <td data-bbox="1209 891 1382 958">Form R</td> </tr> <tr> <td data-bbox="316 958 1038 994">Plant and Equipment</td> <td data-bbox="1038 958 1209 994">20</td> <td data-bbox="1209 958 1382 994">Form S</td> </tr> <tr> <td data-bbox="316 994 1038 1032">Financial Reference</td> <td data-bbox="1038 994 1209 1032">10</td> <td data-bbox="1209 994 1382 1032">Form T</td> </tr> <tr> <td data-bbox="316 1032 1038 1070">Key Personnel</td> <td data-bbox="1038 1032 1209 1070">30</td> <td data-bbox="1209 1032 1382 1070">Form U</td> </tr> <tr> <td data-bbox="316 1070 1038 1117">Maximum possible score for quality (Ms)</td> <td data-bbox="1038 1070 1209 1117">100</td> <td data-bbox="1209 1070 1382 1117"></td> </tr> </tbody> </table> <p>“(d) Tender offers will only be considered responsive if the minimum quality requirement of 70 points is achieved.</p> <p>Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed above. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient is provided, zero points will be awarded for that particular item.</p> <p>Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.</p>	Quality criteria	Maximum number of points	Returnable Schedule Form	Experience on previous contracts of a similar scope (over last Five years)	40	Form R	Plant and Equipment	20	Form S	Financial Reference	10	Form T	Key Personnel	30	Form U	Maximum possible score for quality (Ms)	100	
Quality criteria	Maximum number of points	Returnable Schedule Form																	
Experience on previous contracts of a similar scope (over last Five years)	40	Form R																	
Plant and Equipment	20	Form S																	
Financial Reference	10	Form T																	
Key Personnel	30	Form U																	
Maximum possible score for quality (Ms)	100																		
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity. b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document d) the tenderer is registered with the Implementation Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; 																		

	<p>f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</p> <p>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) the employer is reasonably satisfied that the tenderer has in terms of the Implementation Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>i) the tenderer is a registered electrical contractor with labour department</p> <p>j) the tenderer had not alter this bid document</p>
5.14	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Use of erasable ink will render such a tender offer unresponsive.
5.15	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 and will render such a tender offer unresponsive.
5.16	All request shall be in writing
6.1	<p>6.1 Termination of the Contractor's Employment by the Employer</p> <p>6.1.1 The Employer will be entitled to terminate the Contractor's employment under this Contract if the Contractor defaults in one or more of the following respects:</p> <p>(i) persistently does not proceed with the work in a regular and timely manner despite several notices in respect thereof;</p> <p>(ii) fails without reasonable cause to commence the work despite receiving a notice from the Contract Administrator to commence the work;</p> <p>(iii) suspends performance of the work before issue of the final completion certificate without valid grounds as provided in this contract;</p> <p>(iv) persistently refuses or neglects to comply with a notice or an instruction from the Contract Administrator;</p> <p>(v) does not provide the Performance Security within the time provided in the contract; and/or</p> <p>(vi) subcontracts out any work without prior written consent from the Contract Administrator.</p> <p>6.1.2 The Contract Administrator may give a written notice to the Contractor stating clearly the default. In the notice, the Contract Administrator must also instruct the Contractor to rectify the default and must warn the Contractor of the possibility of a termination if the default is not rectified.</p> <p>6.1.3 If following the notice, the Contractor does not rectify the default within 14 days as from the date the Contractor receives the notice, the Employer may then terminate the Contractor's employment under this contract in writing within seven days after the expiry of the 14 days' notice period.</p>
6.2	<p>6.2 Termination of the Contractor's Employment by the Contractor</p> <p>6.2.1 If the Employer does not pay the amount due to the Contractor in accordance with the provisions of this contract, then the Contractor may give a written notice to the Employer for non-payment. The Contractor may warn the Employer of the possibility of a termination or suspension if the amount due to him is not paid.</p> <p>6.2.2 If following the notice, the Employer does not affect payment within 30 days from the date of receipt of the notice, the Contractor may then either:</p> <p>(i) suspend the work by giving a written notice to suspend work not later than 7 days after the 30 days' notice period; or</p> <p>(ii) terminate the Contractor's employment under this contract which must be done in writing not later than 7 days after the expiry of the 30 days' notice.</p>



COM45/2024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

Part 2: Special Conditions of Tender

1. Resources and the distribution of work will be as follows:

1.1 Resources

The resources (plant and equipment and key personnel) shall be dedicated to this contract only. All applicable resources must be locally available within 14 days from date of appointment of the successful bidder. These include, but not limited to, admin offices with workplace facility / workshop, plant, testing equipment, key personnel and approved plan for acquiring of red-line equipment spares.

1.2 Distribution of work

The work will be distributed amongst the successful bidders at the discretion of the council. All City of Mbombela regions have resident maintenance personnel, and it will be left to the discretion of the council when and what work covered by this contract, will be carried out by the successful bidders.

2. Budget

It should be understood that the work is not definite but is subject to the budget being available. Further, work shall only be carried out on instruction as and when required basis as requested by the following CoM personnel in collaboration with the Project Manager:

- i. General Manager: Energy or
- ii. Senior Manager: Operations & Maintenance (O&M) or
- iii. Manager: Operations & Maintenance or
- iv. Superintendent: Operations & Maintenance

3. Issue of Work Instruction

Before the work instruction is issued, a site meeting between the Project Manager, Service Provider and O&M Representative/General Manager Energy shall be conducted, so as to determine the cost of the specific proposed works. Accounts submitted for extra work performed will not be entertained unless accompanied by a copy of such written instruction by the Project Manager.

4. Hand-Over Process Flow After Work Done

- 4.1 The Contract shall comprise predominantly the testing and maintenance of electrical protection systems and its associated equipment. The Service provider shall submit all required test certificates. The Service Provider shall be required to carry out commissioning of new and refurbished installations of electrical protection systems and related equipment.
- 4.2 A test certificate shall reflect the scope of work for the commissioning activity. All the test results shall be recorded on the test certificate and signed by the authorised Test Engineer / Technician.

The following CoM personnel shall verify and approve work done prior energising or for each portion of equipment for which work is completed.

- i. General Manager: Energy or
 - ii. Senior Manager: Operations & Maintenance or
 - iii. Manager: Operations & Maintenance or
 - iv. Superintendent: Operations & Maintenance
- 4.3 Copies of Test certificates plus completion or hand-over certificate shall then be submitted to the Project Manager for processing of payment to the service provider.
- 4.4 All Original Test sheets/certificates, Drawings, Operating Manuals, warranty, Guarantee, completion or hand-over certificate are to be handed to the Operations and Maintenance Department.

5. Payment for work completed

- 5.1 Payments will be made within 30 calendar days after submission of Tax invoice.
- 5.2 Claims for payment shall be submitted on a monthly basis and shall consist of the following:
- i) Description of work undertaken.
 - ii) Number of hours worked supported by signed time sheets.
 - iii) Suppliers invoice for materials used.
 - iv) Distance travelled in km for every category vehicle over and above that for any work included for in this contract.
 - v) Acceptance certificate signed by the representative of the council.
- In the event of the attendance register not being signed and completed, deductions on a pro-rata basis from the monthly progress claims will be made.
- 5.3 Tenderers must clearly state the rates to be charged in the spaces provided, and must complete the price schedule.
- 5.4 The council reserves the right to add to or omit any plant to or from this contract.

6. Accounts

- 6.1 The following information shall be reflected on all invoices (refer also to clause 2.1):
- a) Name of institution with code number and region number.
 - b) Project No.
 - c) Scope of work done
- 6.2 Upon satisfactory completion of the work the contractor shall submit his invoice in duplicate to the representative of the council at the specified delivery inspection.

7. Issue of Work Instruction

Before the work instruction is issued, a site assessment between the contractor and the Project Manager shall be conducted, so as to determine the cost of the specific proposed works. Accounts submitted for extra work performed will not be entertained unless accompanied by a copy of such written instruction.

8. Authorized person

The successful contractor shall have a duly Authorised / Responsible person in terms of the Safety and Occupational Health and Safety Act for work in live substations on site while any work is in progress in the substation. Proof of such person in the employment of the contractor shall be submitted on appointment of the service provider and to be kept in the project file.

9. Quality of Supervision

9.1 All supervision shall be carried out and facility be kept in such condition that the requirements of the occupational health and safety act no. 85 of 1993 and regulations as amended, is satisfied in all respects. A high quality of cleanliness is required.

9.2 Any damages which may occur as a result of poor supervision shall be to the account of the contractor.

- i. The contractor will also be held responsible for the safety of all persons working on site.
- ii. The contractor will be responsible and answerable for any legal proceeding resulting from non-compliance by him or his staff to act within the boundaries of the facility or such activities associated with the operation of the facility.

10. Promotion of Municipal Local and Socio-Economic Development

The service providers must make use of 100% local unskilled labourers where applicable. Where practical, the contractor must accommodate the interns of CoM with regards to implementation management on site, to develop capacity of department. It must also give on job training to all local labourers used on the project. Successful service providers will be required to comply with all applicable legislations including but not limited to UIF, COIDA, BCEA during the duration of the contract.

11. Expanded Public Works Programme (EPWP)

The service provider must provide the Municipality with a completed list of local labourers for EPWP registration, quarterly reports on this to be submitted to the project manager. The aforesaid list must be updated and submitted quarterly, inclusive of the following details:

- i. Salary / wages spent on local employees versus total wages / salary budget at site
- ii. Number of local employees employed versus per total workforce at site
- iii. Payments made to the local labourers

12. Training

12.1 Tenderer/s shall indicate in the schedule of information whether they are prepared to assist the council during the contract period within (a) on-site training of pupil artisans, and (b) upon mutual agreement, specific training at the contractors workshop.

12.2 Should such training be called for the details shall be negotiated with the contractor to obtain mutually acceptable training schedules, supervision, reporting, discipline etc.

13. Insurances

The contractor's proof of valid Public Liability, Insurance of works and Third-party insurance shall be submitted to CoM within seven days of acceptance of appointment, this insurance documents shall be kept to date for the duration of the contract and shall be available on request. The limit of indemnity for liability insurance is R10m. The insurances to be provided by the Contractor shall:

- Be affected with Insurers and on terms approved by the Employer.
- Be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works).
- Submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

In the event that the Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

14. Materials and Spare Parts

The council reserves the right to either purchase materials and spare parts for use by and to supply it to the contractor or alternatively to accept the materials and spare parts at prices submitted by the contractor as per this agreement, whichever proves to be the most economical for the council.

15. Consumables

12.1 All consumables required for the works shall be supplied by the contractor. This includes all tools, testing equipment, transport, labour and scaffold as required. Under no circumstances are the department's tools, equipment or materials to be utilized.

12.2 Tenderers are to base their tenders on the information listed in the schedules of equipment and additional information established during his site visit. It is the responsibility of the tenderer to ensure that the technical information on which his tender is based are correct.

16. Security

The Service Provide is responsible for the safety of the plant, site and operator at all times. Council will not be responsible for any losses.

17. Outage Requests

A schedule for an outage when required will be done as directed by the Project Manager.

18. Definition of Completion

The works shall be completed in accordance with the CoM specifications in all respect and taken-over by CoM.

19. Testing and Commissioning

The complete installation shall be tested and commissioned in the presence of the delegated official.

20. Defect Free Period

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected. The City of Mbombela reserves the right to claim for defects for insurance of works for all projects completed within the period of 12 months.

21. Benchmarks

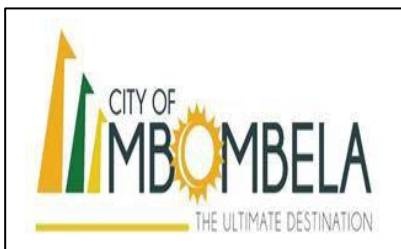
- i. Preventative maintenance, defect free period will be no less than the interval between preventive maintenance. This implies that the repair of any failure as detailed will be for the contractors own account should the failure having occurred as a direct result of the contractor's deficiency.
- ii. Corrective or breakdown maintenance, defect free period will be no less than 90 days but not exceeding 12 months.

22. Conditions and Period of service contract:

24.1. The contract duration is 36 months

23. Notification of Penalties

The Project Manager will notify the contractor in writing of any penalties and any claims directed at CoM as a result of the equipment being unavailable, will be for the account of the Contractor.



COM45/2024

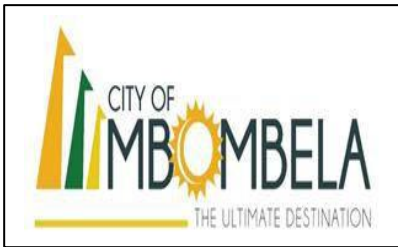
TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRICITY NETWORK MAINTENANCE ON CITY OF MBOMBELA ELECTRICAL INFRASTRUCTURE AS AND WHEN REQUIRED.

Part T2: RETURNABLE DOCUMENTS

Part T2.1: List of Returnable Documents

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.
4. These forms must be completed in non-erasable ink and any alterations made prior to tender closure countersigned by an authorized signatory.
The Tenderer must complete the following returnable Schedules required for Tender evaluation purposes:

PART 1: COMPULSORY RETURNABLE DOCUMENTS	
FORM A	TECHNICAL ENQUIRIES
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
FORM Q	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
PART 2: RETURNABLE FOR QUALITY CRITERIA	
FORM R	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM S	PLANT & EQUIPMENT
FORM T	FINANCIAL RESOURCES
FORM U	KEY PERSONNEL (FULL TIME QUALIFIED PERSON)
FORM V	METHOD STATEMENT



COM45/2024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

T2.2 Returnable Documents

Part 1: COMPULSORY RETURNABLE DOCUMENTS

FORM A: TECHNICAL ENQUIRIES

No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager through email address: nonhle.zungu@mbombela.gov.za. Technical enquiry cut-off date is stipulated on the tender invitation.

FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS (SIPDM)

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

	Date	Title or Details
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Attach additional pages if more space is required.

Signed Date

Name Position

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES (SIPDM)

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

- Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable;*
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(This is not an invitation for alternatives but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

- Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here*
- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender*
- (3) Alternative tenders involving technical modifications to the design of the works and methods of implementation shall be treated separately from the main tender offer.*

Signed Date

Name Position

FORM D: PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be

allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	2	
2.	At least 30% women owned enterprises	2	
3.	At least 30% youth owned enterprises	2	
4.	At least 30% enterprises people living with disabilities	2	
5.	Enterprises regarded as EMEs located within the City of Mbombela	2	
6	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	
7	Corporate Social Investment (CSI) Plan. (see notes below)	5	
8	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	3	

The City will utilize the CSD report for the above-mentioned information

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the City with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

FORM E: COMPULSORY DECLARATION (SIPDM)

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>(State Not Registered if not registered for VAT)</i>

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

***insert separate page if necessary**

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - ii) National Treasury’s Database of Restricted Suppliers (see www.treasury.gov.za) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
 - iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
 - iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
 - v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
 - vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
 - vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
 - viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer’s tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS (SIPDM)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) contractors are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details Name

Name of enterprise:	
Contact person: Email:	
Telephone:	
Cell no Fax:	
Physical address:	
Physical address:	

Section 2: Declaration for Contractor's services:

The enterprise has been awarded the following contract services by an organ of state during the last five years.

Name of organ of state	Estimated of contracts	Nature of service, e.g, quantity surveying	Service number similar to required service (yes / no)?

Attach separate page as necessary

Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1 (tick one of the boxes):

- the enterprise **is not** required by law to prepare annual financial statements for auditing
- the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (i.e.: all municipal accounts are paid up to date) Attach Municipal Utility Account;

3) source of goods and / or services: (tick one of the boxes and insert percentages if applicable):

- goods and / or services are sourced only from within the Republic of South Africa
- % of the total cost of goods and / or services will be sourced from outside the republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is%

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed Date

Name Position

FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
- v) For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- vi) The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

- vii) 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 tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) bidding with the intention not to win the tender.
- viii) 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 tender invitation relates.
- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM H: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

Tax Compliance Status (TCS) PIN must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT

PRACTICES (MBD 8)

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be disregarded if that tenderer or any of its directors have
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

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

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

CERTIFICATION

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

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

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture. **Summary report will not be considered, therefore prospective bidders must attach FULL CSD REGISTRATION REPORT not older than 10 days from the closing date.**

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

If yes, furnish your details in table below.

YES	NO
-----	----

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name:

Contact number:

Office address:

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

SIGNATURE

AS WITNESSES: 1. NAME SIGNATURE

2. NAME SIGNATURE

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise..... Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

FORM M: SCHEDULE OF SPECIALIST SUB-CONTRACTORS

Notes to tenderer:

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialised work himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist subcontractors. Should any or all of the specialist subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the engineer.

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
_____ _____ (____) _____		Previous value of work:
		Previous Experience:
_____ _____ (____) _____		Previous value of work:
		Previous Experience:

<p>_____</p> <p>_____</p> <p>(____)_____</p>		<p>Previous value of work:</p>
<p>_____</p> <p>_____</p> <p>(____)_____</p>		<p>Previous Experience:</p>
<p>_____</p> <p>_____</p> <p>(____)_____</p>		<p>Previous value of work:</p>
		<p>Previous Experience:</p>

FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach in this tender, evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).
3. Nature of Business in the COIDA Letter of Good Standing should be relevant to Electrical implementation works. Any other nature of business unrelated to Electrical implementation works shall render such a tender offer unresponsive.

FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under implementation or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM P: REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

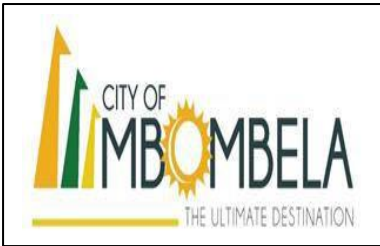
Name of Contractor:

Contractor Grading Designation:.....

CIDB Contractor Registration Number:

Expiry Date:

NOT APPLICABLE



COM45/024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

Part 2: RETURNABLE DOCUMENTS FOR FUNCTIONALITY / QUALITY CRITERIA

FORM R: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer will receive a maximum of 40 points based on information provided in this schedule.

1. Points will be given for projects completed of similar nature and size.
2. ONLY PROJECTS LISTED BELOW IN THE FUNCTIONALITY TABLE WILL BE EVALUATED
3. Projects of similar nature means construction / maintenance work (excluding professional Work) of:
 - ✓ EEDSM Programme Experience
 - ✓ New/upgrade of Street and Highmast lights.
 - ✓ Task orders (Planned/Unplanned maintenance work) for General Electrical Infrastructure including Public Lighting.
4. The tenderer score points per project as per the table below with a value of above or equal to stipulated amount (Incl. Vat) **completed in the last 5 years.**
5. The tenderer may list only 4 projects of similar nature and size as per functionality table below.
6. Originally certified copies (Not older than 3 Months) of the following documentation must be attached for previous projects completed in the past 5 years:
 - i. Appointment letters / work-order plus,
 - ii. Completion certificate.All must be on letterheads of the institution, with the following information contained where applicable:
(i) Description of the project, (ii) Value, (iii) Actual Implementation period, (iv) Date completed, (v) Client contact details and (vi) signed accordingly.
7. **In case of subcontracting, the main contractor's appointment letter from the client must be attached in order to claim points.**
8. **Failure to submit all relevant information (certified copies of Appointment Letter OR work orders and Completion Certificate) per project will result in the forfeiture of all points for that relevant project.**
9. Positive feedback from the contact person in the completion certificate will contribute toward points allocated for the attached certificates of completion.
10. Negative feedback will forfeit all points, meaning zero (0) points will be allocated for the attached certificates of completion.
11. The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.

Item	Details of Similar Projects Completed in the past 5 Years. ONLY PROJECTS LISTED BELOW WILL BE EVALUATED	Maximum Points to be allocated	Points scored by Evaluators
1	Project 1: Project/Order No.:		
	Amount: R.....		
	EEDSM Project for Street and Highmast lights Completed in the past 5 Years (excluding Professional Works). (MAXIMUM OF 1 LARGEST PROJECT TO BE CONSIDERED)		
	Value above R 2,000,000 and up to R 5,000,000 (Including Vat)	10	
	Value above R 5,000,000 and up to R 15,000,000 (Including Vat)	15	
	Value above R 15,000,000 (Including Vat)	20	
2	Project 2: Project/Order No.:		
	Amount: R.....		
	New Installation/Construction works of Street and Highmast Lights Completed in the past 5 Years (excluding Professional Fees means). (MAXIMUM OF 1 LARGEST PROJECT TO BE CONSIDERED)		
	Value above R 2,000,000 and up to R 3,000,000 (Including Vat)	3	
	Value above R 3,000,000 and up to R 8,000,000 (Including Vat)	5	
	Value above R 8,000,000 (Including Vat)	10	
3	Project 3: Project/Order No.:		
	Amount: R.....		
	New/Upgrade Construction work 6,6 -132kV Substation, Switching Station, Bulk Lines and Reticulation/Electrification Network completed in the past 5 Years (excluding Professional Fees). (MAXIMUM OF 1 LARGEST PROJECT TO BE CONSIDERED)		
	Value above R 2,000,000 and up to R 3,000,000 (Including Vat)	1	
	Value above R 3,000,000 and up to R 5,000,000 (Including Vat)	2	
	Value above R 5,000,000 (Including Vat)	5	
4	Project 4: Project/Order Nos.: To be Listed in the table provided in the next page below		
	Accumulated Total Amount of Various Project/Order Nos.: R.....		
	Maintenance work means: Task orders/Project (Planned/Unplanned maintenance or Upgrades) for Street lights and highmast lights. Task order amount summed (added) and must be listed in the table below (Including Vat), completed within the past 5 Years. Failure to complete the schedule with attachments (MAXIMUM OF 5 LARGEST TASKS ORDERS / PROJECTS) in Note 1 below will results in zero points.)		
	Total Value above R 1,000,000 and up to R 3,000,000 (Including Vat)	1	
	Above R 3,000,000 up to R 5,000,000 (Including Vat)	2	
	Above R 5,000,000 (Including Vat)	5	
	SUB TOTAL	40	

Note 1: Schedule for item 4 in the table above. Bidders are limited to a maximum of 5 proof of work orders. Original certified copies (Not older than 3 Months) of documents (i)-(iii) below for each project/order listed below must be attached.

- i. Appointment letter / work-order plus,
- ii. Completion certificate.

Note: If subcontracting the main appointment letter from the client must be attached.

Item no.	Description of Scope for Electrical Maintenance work completed (in Short). E.g Valencia Sub Maint. Work	Client Name. I.e e.g City of Mbombela	Project or Order No.	Year Completed	Total Amount (Incl. Vat but Excluding Professional Fees)
1					
2					
3					
4					
5					
TOTAL					

FORM S: LOCALITY, PLANT & EQUIPMENT

The tenderer will receive a maximum of 20 points based on information provided in this schedule.

The tenderer will receive Quality points for listing of plant available for this specific contract as follows:

Item	Description, size, capacity, etc.	Allocated Points if owned	Allocated Points if hired	Quantity Required	Points Scored by Evaluators
1	8 Ton or above Truck with Hi-up crane plus Bucket <i>(Note 1)</i> . OR 8 Ton or above Truck with Hi-up crane plus Cherry Picker <i>(Note 1)</i> <i>Truck Reg. No.:</i>	4	2	1	
2	1 Ton Bakkie <i>(Note 1)</i> . <i>Vehicle Reg. No.:</i>	2		1	
3	Proof of an existing proper Workplace Facility within City of Mbombela Jurisdiction. The following information must be contained in the attachment: (i) Rates and Taxes Clearance from Relevant/Recognised Local Authority, (ii) Google map Aerial Colour photo of the Workplace Facility. <i>(Note 2)</i> a) Owned (Company/Director) Workplace Facility within City of Mbombela OR b) Leased Workplace Facility within City of Mbombela OR c) Letter of intent to establish / lease Workplace Facility within City of Mbombela in 14 days from date of appointment.	10 6 2		1	
4	a) Cable Tracer b) HV Insulation Tester Copies of calibration Certificates with Serial Numbers and pictures must be attached. <i>(Note 3)</i>	2 2		2	
SUB TOTAL		20			

For JV: Proof from either Service provider will be accepted.

Note 1: *In case of ownership, tenderers to submit proof (ownership/lease) in the name of company/director to claim for full (100%) points. Proof of ownership should be in the form of copy of Motor Vehicle License (MVLX) or Motor Vehicle License and License disc (MVL1) OR Certificate of Registration (RC1) Or Valid Document issued by the Department of Transport PLUS picture of the vehicle/plant with the Reg. number visible. Failure to submit both will result in zero points*

In case of lease agreement where allowed, half points allocated.

Note 2: *Tenderers to submit Proof of existing proper Workplace Facility within City of Mbombela Jurisdiction in the form of (i) Rates and Taxes Clearance from relevant/recognised Local Authority, (ii) Google map Aerial photo of the work facility. The facility may be inspected by the City prior signing of the contract. Failure to submit both (i) Rates and Taxes Clearance from Relevant/Recognised Local Authority, (ii) Google map Aerial photo of the work facility will result in zero points*

Note 3: *Tenderers to submit Proof of ownership in the form of Calibration certificates with serial numbers of the testing equipment plus picture of the equipment. Failure to submit both Calibration certificates plus picture of the equipment will result in zero points.*

FORM T: FINANCIAL RESOURCES BANKING INFORMATION

The tenderer will receive a maximum of 10 points based on information provided in this schedule.

Item	Description	Maximum Points to be allocated	Points scored by Evaluators
1	<p>BANK RATING Bank rating: A = 10 POINTS B = 7 POINTS C = 4 POINTS</p> <p>NB: the bank rating must be based on the amount reflected on the form of offer. No points will be allocated on the rating below the tendered amount. The City reserves the right to verify the information with the Financial Service Provider. In case of a JV, Consortium or partnership only the details of the lead partner will be considered</p>	10	
SUB TOTAL		10	

**FORM T: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT ABOVE R 10
MILLION (MBD5)**

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

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

YES / NO

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

.....
.....

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

YES / NO

.....
.....

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

.....
.....

2.2 If yes, please provide particulars

.....
.....

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

YES / NO

.....
.....

a. If yes, furnish particulars

.....
.....

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

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM T: FINANCIAL RESOURCES DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

PRO-FORMA FOR A PERFORMANCE GUARANTEE

Employer
(Name and Address) _____

Contract No _____

Contract Title _____

WHEREAS
(hereinafter referred to as "the Employer") entered into, a Contract with:

_____ (hereinafter called "the Contractor") on the _____ day of _____ 20 _____

for the implementation of (Contract Title)

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 WE _____ (hereinafter referred to as "the

Guarantor") 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 Debtor to the Employer under renunciation of the benefits of division and exclusion 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 authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extension 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 or 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 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.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

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 Completion

- 4) 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 of liquidated,

5) Our total liability hereunder shall not exceed the sum of

_____ (in words)

R _____ (in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

6) 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.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7) I/We hereby choose our address for the serving of all notices for all purposes arising herefrom as

IN WITNESS WHEREOF this guarantee has been executed by us at

_____ on the _____ day of _____ 20 _____

As witness:

1. _____

Signature _____

2. _____

Signature _____

Duly authorised to sign on behalf of (Guarantor)

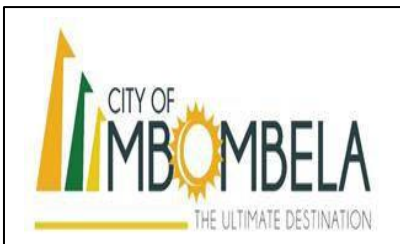
Address _____

FORM U: KEY PERSONNEL

The Tenderer will receive a maximum of 30 points based on information provided in this Schedule

1. Tenderers to submit Organogram to demonstrate the tenderer’s project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Tenderers to submit signed CVs (**indicating current employer**) of the key personnel (**Full-time Qualified Persons**) plus the certified (Not older than 3 Months) copies of relevant qualifications as requested below. Failure to submit both signed CV (indicating current employment) of the key personnel plus the certified copies of relevant qualifications will result in zero points. CVs must reflect relevant experience and ensure that the experience is quantifiable for allocation of points.

Item	Description	Maximum points to be allocated	Points scored by Evaluators
1	<p>Full Time Project Engineer / Project Manager currently employed full/part time by the bidder with a minimum of 5 years electrical work experience on 220V –22KV network and must be in possession of:</p> <ol style="list-style-type: none"> 1. Signed CV indicating current employer and work experience plus 2. Certified copy (Not older than 3 Months) of Certificate or above in Project Management Plus 3. Certified copy of both National Diploma in Electrical engineering. <p>Name & Surname:</p>	<p>3</p> <p>3</p> <p>3</p>	
2	<p>Full-time Technician / Site Supervisor or level above with minimum of 5 years electrical work experience on 220V – 22kV network. And must be in possession of:</p> <ol style="list-style-type: none"> 1. Signed CV indicating current employer and work experience plus, 2. Certified Copies (Not older than 3 Months) of N6 National Diploma and Professional Engineer Technician (ECSA) certificate or above. Failure to provide both will results in zero points. <p>Name & Surname:</p>	<p>3</p> <p>6</p>	
3	<p>Full-time Electrician or level above with minimum of 3 years electrical work experience on 220V – 22kV network. And must be in possession of:</p> <ol style="list-style-type: none"> 1. Signed CV indicating current employer and work experience plus, 2. Certified Copies (Not older than 3 Months) of Trade Test Certificate 3. and Wireman’s Licence. Trade Test Certificate and Wireman’s Licence from two separate personnel will be accepted. <p>Name & Surname:</p> <p>Name & Surname:</p>	<p>3</p> <p>4</p> <p>3</p>	
4	<p>Company Organogram (<i>Indicating the roles of all the key personnel above. Mismatching will results in zero points</i>).</p>	<p>2</p>	
SUB TOTAL		30	



COM45/2024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Form of Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the **TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)Rand;

R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the agreed period of validity, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s) _____ Date _____

Name(s) _____

Capacity _____

For the tenderer:
(Insert name and address of organisation)

Name & signature of witness _____ Date _____

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Contractor**) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

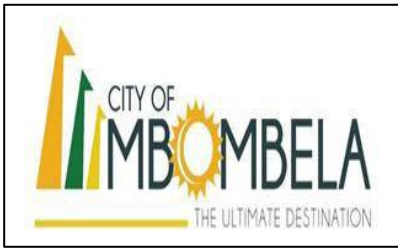
for the

Employer

(Insert name and address of organisation)

Name &
signature of
witness

Date



COM45/2024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

C1.2 Contract Data

Part 1: Data Provided by the Employer

CONDITIONS OF CONTRACT

The General Conditions of Contract for Implementation Works, Second Edition, 2015, published by the South African Institute of Electrical Engineering, Private Bag X200, Halfway House, 1685, are applicable to this Contract and is obtainable from www.saiee.org.za.

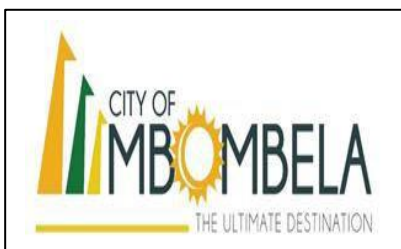
CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Implementation Works, Second Edition, 2015, are applicable to this Contract:

Clause	Data
1.1.1.13	The Defects Liability Period is 12 months .
1.1.1.15	The name of the Employer is CITY OF MBOMBELA
1.1.1.16	The Name of the Employer's Agent is Name: TBA Address: Tel: Fax: E-mail:
1.1.1.26	The pricing strategy: Bill of Quantities
1.2.1.2	The Employer's address for receipt of communications is: Physical address: 1 Nel Street MBOMBELA 1200 Telephone: 013 759 2232 E-mail: nonhle.zungu@mbombela.gov.za Postal address: PO Box 45 MBOMBELA 1200
1.2.1.2	The Employer's Agent address for receipt of communications is: TBA
2.4	Variations to the Conditions of Contract are: Add the following at the end of sub clause 2.4.1: " The several documents forming the Contract shall rank in the following order of precedence: 1. Contract Agreement, 2. Form of Offer and Acceptance, 3. Contract Data, 4. Specification Data, 5. City of Mbombela Electrical Reticulation Standards & Specifications 6. Standardized Specifications, 7. Drawings, 8. Bill of Quantities, 9. Statutory Regulations, 10. Other standard specifications. If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."
4.3.3	Add the following at the end of sub clause 4.3.2: "4.3.3 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

	<p>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 Employer's Agent any investigation, complaint or criminal charge which may arise as a 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 Employer's Agent, of such investigation, complaint or criminal charge.</p> <p>The Contractor shall furthermore, in compliance with Implementational Regulations 2003 to the Act:</p> <p>(vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Implementation Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Implementation Regulation 2014 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 seven (7) days after acceptance of the bid. And shall be implemented and maintained from the Commencement of the Works.</p> <p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Implementation 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 Employer's Agent, 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>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3.1) • Initial programme (Refer to Clause 5.6.1) • Security / Performance Guarantee (Refer to Clause 6.2.1) • Insurance (Refer to Clause 8.6.1)
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days.
5.4.2	The access and possession of site shall not be exclusive to the contractor
5.8.1	<p>The non-working days are Sundays</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> (1) Public holidays (2) The year-end break commencing on 12 December and ending on 3 January
5.13.1	The penalty for failing to complete the Works is R 5 000 per calendar day
5.14.1	Practical completion is reached when: The retrofitting task complete and commissioned.
5.16.3	The latent defect period is 1 year after date of completion.
	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use

	of hand tools is 15% .
6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule on page 86 of GCC 2015, where.</p> <p>The value of "x" is 0,10 The values of the co-efficient are: a = 0,25 b = 0,30 c = 0 35 d = 0,10</p> <p>The indices for "L", "P", "M" and "F" are the following as published by Statistics South Africa:</p> <p>"L" is the "Labour Index" As published in the Statistical News Release P0141 Additional tables: Table 14 "CPI – all items, according to area" of Statistics South Africa.</p> <p>"P" is the "Contractors Equipment Index" as published in the Statistical News Release PO151, Table 4 – "Electrical Contracting Materials" of Statistics South Africa.</p> <p>"M" is the "Materials Index" published in the Statistical News Release PO151, Table 3 - "Electrical Engineering" of Statistics South Africa.</p> <p>"F" is the "Fuel Index" as published in Statistical News Release PO151, Table 4 of Statistics South Africa.</p> <p>The site is located in the City of Mbombela.</p> <p>The base month is The calendar month during which a contract was entered into.</p>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% .
6.10.3	The limit of retention money is 10% to a maximum of 5% of the contract value.
8.6.1.1.2	Not required
8.6.1.3	The limit of indemnity for liability insurance is R5m .
10.5.2	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one .
10.7.1	The determination of disputes shall be by arbitration .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.



COM45/2024

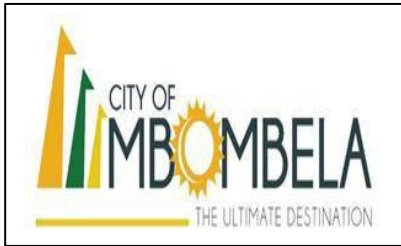
TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

Part 2: Data provided by the Contractor

The Contractor is advised to read the *General Conditions of Contract for Implementation Works (2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tell 011-805 5947).

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

Clause	Data								
1.1.1.9	The Contractor is. Name.								
1.2.1.2	The address of the Contractor is: .Address (physical): Address (postal): Telephone: Facsimile: e-mail:								
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Type of security</th> <th style="text-align: center;">Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td><i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i></td> <td></td> </tr> <tr> <td><i>Fixed Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.</i></td> <td></td> </tr> <tr> <td><i>Variable Performance Guarantee of 10 % of the Contract Sum for the first, Second & Third FY plus retention of 10 % of the value of the Works.</i></td> <td></td> </tr> </tbody> </table> <p><i>Note: In the 'Standard for Uniformity in Implementation Procurement' in Section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to the contractor. Where guarantees of an insurance company of bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies shall not exceed 5% of the contract price."</i></p>	Type of security	Contractor's choice. Indicate "Yes" or "No"	<i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i>		<i>Fixed Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.</i>		<i>Variable Performance Guarantee of 10 % of the Contract Sum for the first, Second & Third FY plus retention of 10 % of the value of the Works.</i>	
Type of security	Contractor's choice. Indicate "Yes" or "No"								
<i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i>									
<i>Fixed Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.</i>									
<i>Variable Performance Guarantee of 10 % of the Contract Sum for the first, Second & Third FY plus retention of 10 % of the value of the Works.</i>									
6.5.1.2.3	The percentage allowance to cover overhead charges is _____%.								



COM45/2024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

C1.3 Form of Guarantee

Employer: *(name and address)*.....
.....

Contract No:
(Contract title).....

WHEREAS
(hereinafter referred to as "the Employer") entered into, on the.....day of
.....20
a Contract with
(hereinafter called "the Contractor") for *(CONTRACT TITLE)*
.....at

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

AND WHEREAS (Hereinafter referred to as the Guarantor) has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,

do hereby guarantee to the Employer under renunciation of the benefits of division and exclusion 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 me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due 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 Due 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 securities 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. My/Our total liability in terms hereof shall be limited to the sum of R (in words) (10 % of the tender sum) which amount I/we agree to hold at your disposal.

6. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at

IN WITNESS WHEREOF this guarantee has been executed by us aton this.....day of 20.....

Signature

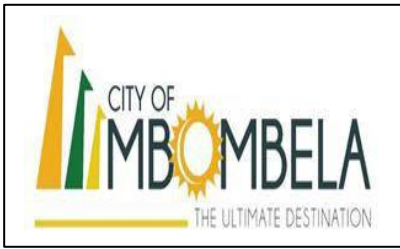
Duly authorized to sign on behalf of: (*Guarantor*)

Address
.....
.....

As witnesses:

1.

2.



COM45/2024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at

on this the day of in the year

between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as

and

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

.....

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT. and has accepted a Tender by the Mandatory for the implementation, 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 Employer’s Agent 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 Mandatory, 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.

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 EMPLOYER: _____

WITNESS 1 _____ 2

NAME 1 _____ 2

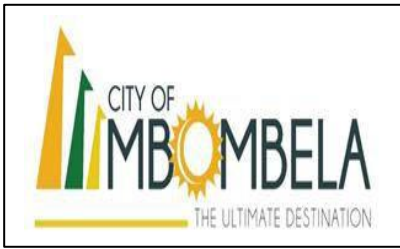
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY: _____

WITNESS 1 _____ 2

NAME 1 _____ 2

(IN



COM45/2
024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

C1.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF CCUPATIONAL 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 in this tender document 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 _____20_____,
Mr/Ms _____ 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 :

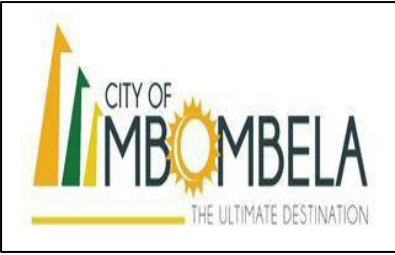
IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS: 1. _____ 2. _____

NAME (in capitals): 1. _____ 2. _____



COM45/2
024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

Part C2: Pricing Data

C2.1 Pricing Assumptions

1. It will be assumed that prices included in the Pricing Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
2. **“Material Rate”** shall include the cost of direct and indirect materials as follows:
 - i. Cost of direct materials supplied and delivered to site including all incidentals necessary for the completion of the specific item of work plus the profit and VAT thereon.
 - ii. Cost of indirect materials in overhead costs, machinery operating expenses, Tools and Testing equipment expenses necessary for the completion of the specific item of work plus the profit and VAT thereon.
3. **“Labour Rate”** shall include the cost of labour for Engineer, Project manager, Technician, Safety Officer, Rigger, Supervisor, Artisan, Artisan assistant / Semi skilled and General worker, including profit required to complete the task covered by each specific item and VAT thereon.
4. No addition, erasure or alteration is to be made on the schedule of quantities. Such corrections will invalidate the tender.
5. Before the work instruction is issued, a site meeting between the contractor and the Project Manager shall be conducted, so as to determine the cost of the specific proposed works.
6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
7. All activities must be invoiced on a within 7 days after work completion.
8. Payment will be based on the completion of task and approval by City of Mbombela, also provided that reasonable progress towards the completion of the task within the estimated budget is demonstrated.
9. The appointed service provider may only commence with Tasks on the following conditions:
 - i. The required budget for the completion of the task has been confirmed in writing to the service provider.
 - ii. The service provider has been given an instruction (email/written/mobile) to continue with the allocated task.
10. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified in the Scope of Works and for all the risks, obligations and responsibilities specified in the NEC3 TSC, Particular or Special Conditions of Contract.
11. The tenderer shall fill in a Labour, Material rates and Total Lump Sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Pricing Schedule.

12. The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall be made to the Scope of Works for more detailed information regarding the extent of work entailed under each item.
13. Prices or rates will be subject to adjustment for escalation as provided for below:
- The prices or rates shall be fixed for the first 12-month period determined from the tender base month and no change during this period will be allowed for escalation. Base months means “The calendar month during which a contract was entered into” as per clause 6.8.2 in the Data provided by the Employer.
 - On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
 - Adjustment of rates for escalation shall only be applicable to that portion of the relevant service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.
 - Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.
 - The bidder shall offer supporting documentation to the Municipality to justify any price adjustment that might be required. For the outer years after the first 12 months, the price adjustment phase will only be allowed during the first month of each anniversary. The successful bidder shall be responsible to contact the client to ensure that any price adjustment requests are requested and implemented accordingly. Should this opportunity be missed by the successful bidder, the Municipality will deem the previous financial year’s rates as valid for the duration of the following financial year and the successful bidder will under these circumstances be forced to accept these conditions as part of this contract commitments.
14. Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation as described above.
15. Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer’s instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the service provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Employer shall have instructed.
- For each sum, the Employer may instruct plant, materials or services to be procured by the service provider in accordance with the Employer’s policies, and for which there shall be included in the Contract Price:
- The actual amounts paid (or due to be paid) by the service provider, and
 - A sum for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate tendered in the Pricing Schedule, provided that for Prime Cost sums only, the tendered rate excludes profit.
- The service provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a sum.
- Any percentage adjustment (mark-up) against the sum for handling fee, profits, etc. shall not be negative.

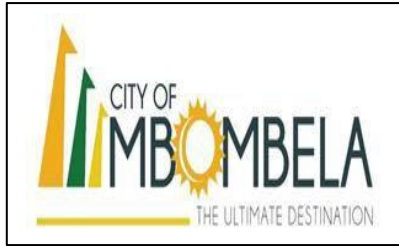
16. A tender may be deemed unresponsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
17. All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents
18. *All rates will be calculated from contractor's offices/workshop/workplace facility which should be within jurisdiction of the City of Mbombela.*
19. *All material, labour, transport, supervision tools and equipment supplied by Contractor. However, council reserves the right to either purchase materials and spare parts for use by and to supply it to the contractor or alternatively to accept the materials and spare parts at prices submitted by the contractor as per this agreement, whichever proves to be the most economical for the council*
20. For the purposes of this Schedule of Activities, the following words shall have the meaning hereby assigned to them:
- Unit : The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
- Quantity : the number of units of work.
- Rate : The payment per unit of work/provision of services at which the Bidder bids to the work.
- Amount : The quantity of an item multiplied by the Bided rate of the (same) item.
- Sum : An amount Bided for an item, the extent of which is described in the Schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.
- Provisional Sum (PS): An amount allowed for in the Pricing Schedule for which the quantity of work is not known.
- Prime Cost (PC) : Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.
- Lump Sum (LS) : An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

21. The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square meter-pass
No	=	Number
m ³	=	cubic meter
m ³ -km	=	cubic meter kilometre
kW	=	kilowatt
W	=	Wattage
kg	=	kilogram
l	=	litre
kl	=	kilolitre
MI	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

22. **Mark-up on any other items not included in the pricing schedule (i.e materials, spare parts, strip and quote parts):** A mark-up of 15% on the supplied net original invoiced value of materials and spare parts shall be allowed by the council. This mark-up shall not include all profits, overheads, handling fees, guarantee, delivery to site etc.
24. **The Estimated Quantities in the Bill of Quantities are for evaluation purposes, the successful bidder will be appointed based on rates.** The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the service provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates tendered.



COM45/2024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

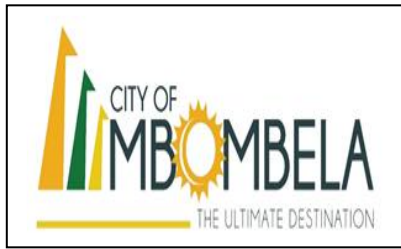
Part C2.2: Pricing Schedule

BILL OF QUANTITIES FOR BID NO.: COM45/2024 TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT						
ITEM	DESCRIPTION	UNIT	QTY	MATERIAL RATE	LABOUR / INSTALLATION RATE	TOTAL AMOUNT
SECTION A:						
PRELIMINARY, GENERAL AND PROVISIONS						
A.1	<u>PRELIMINARY AND GENERAL</u>					
A.1.1	<u>SITE ESTABLISHMENT</u>					
A.1.1.1	Site Camp Establishment, Site Office, Office Furniture and Equipment, Store, Ablution, Rental, Transport, Clearing of Site, Site Supervision.	Each	1			
A.1.2	<u>PRELIMINARIES</u>					
A.1.2.1	Induction and Medical – General workers per Financial Year (FY)	Each	3			
A.1.2.3	Induction and Medical – Sub-Contractors per FY	Each	3			
A.1.2.4	Management of Local Sub-Contractors per FY	Each	3			
A.1.2.5	Preparation and submission of implementation program to the Engineer as required in the documents per FY.	Each	3			
A.1.2.6	Three sets of hard copies and an electronic copy of “As-built” co-ordinates and hand-over certificate per FY.	Each	3			
A.1.2.7	Instructions to maintenance staff of operating and maintenance procedures, including three sets of Instruction manuals per FY.	Each	3			
A.1.2.8	Triplicate log book to record all events on site per FY.	Each	3			
A.1.2.9	Temporary Traffic Control Facilities per FY.	Each	3			
A.1.3	<u>COMPLIANCE</u>					
A.1.3.1	Compliance with Safety Requirements as set out in the OHS Act. This will include a safety plan, the holding of safety meetings, appointing of safety representatives, the co-ordination of all safety requirements for all sub-contractors per FY.	Each	3			
TOTAL FOR SECTION A1						

A.2 PRIME COST (PC) SUMS:						
For Work to be executed through Local Employment, nominated sub-contractor and Special Services						
A.2.1	Remuneration for Community Liaison Officer	Months	36	N/A	R 8 500,00	R 306 000,00
A.2.2	Remuneration for 3 x Security	Months	36	N/A	R 6 500,00	R 234 000,00
A.2.3	Remuneration for OHS Representative	Months	36	N/A	R 6 500,00	R 234 000,00
A.2.4	Remuneration for OHS Agent	Months	36	N/A	R 6 500,00	R 234 000,00
A.2.5	PC Allowance rates for any Other Items / Materials not included in the BoQ (i.e Minor Electrical Repairs)	Sum	1	N/A	R1 500 000,00	R 1 500 000,00
TOTAL FOR SECTION A2						R2 508 000,00
A.3 MARK-UP AND ATTENDANCE COST TO THE PC SUMS:						
A.3.1.	1. Mark-up and attendance costs to the PC allowance shall be allowed by the council. The claim of such shall be on a quotation bases with the submission of the original invoice and approved by the Employer and the Employer's Agent. Service Providers to be paid only on Instructions from the Engineer.	Sum%	N/A	R 2 508 000,00	R
TOTAL FOR SECTION A3						
ITEM	DESCRIPTION	UNIT	QTY	RATE		TOTAL AMOUNT
SECTION B:						
ROAD CATEGORY A2: MAJOR ROADS, FOR SPEED LIMITS NOT EXCEEDING 90KM/H						
B.1	Retrofitting (Supply, Delivery, Installation, Testing & Commissioning) of 141-150 Watt LED Light Fitting.	No	500	R	R	R
TOTAL FOR SECTION B						
SECTION C:						
ROAD CATEGORY A3: IMPORTANT URBAN TRAFFIC ROUTES FOR SPEED LIMITS NOT EXCEEDING 60KM/H						
ROAD CATEGORY A4: CONNECTING ROADS, LOCAL DISTRIBUTOR ROADS, RESIDENTIAL MAJOR ROADS						
C.1	Retrofitting of 81-140 Watt LED Light Fitting.	No	500			
TOTAL FOR SECTION C						
SECTION D:						
ROAD CATEGORY B1: RESIDENTIAL STREETS WITH MEDIUM TO HIGH VOLUME TRAFFIC						
ROAD CATEGORY B2: RESIDENTIAL STREETS WITH MEDIUM VOLUME TRAFFIC						
D.1	Retrofitting of 61 - 80 Watt LED Light Fitting.	No	1500			
TOTAL FOR SECTION D						
SECTION E:						
ROAD CATEGORY B3: RESIDENTIAL STREETS WITH LOW VOLUME TRAFFIC						
ROAD CATEGORY C1: WHOLLY PEDESTRIAN IN CITY CENTRE						
E.1	Retrofitting of 40 - 60 Watt LED Light Fitting.	No	1500			
TOTAL FOR SECTION E						

SECTION F: CABLING & CRUSHING						
F.1	Supply, Installation, Testing & Commissioning 35mm ² , Single Phase Bundle /ABC conductor for supply from metering point to Streetlights.	m	2000			
F.2	Supply, Installation, Testing & Commissioning 10mm ² , Airdec cable for supply from metering point to Streetlights.	m	500			
F.3	Supply, Installation, Testing & Commissioning 16mm ² , 1000/600V, 4 Core, SWA cable for supply from metering point to Streetlight.	m	1000			
F.4	Supply, Installation, Testing & Commissioning 4mm ² Bare Copper Earth Wire to be laid with cable, etc.	m	1000			
F.5	Supply & Install Marking Tape (300mm wide - Yellow) with danger indication and Electrical Cable notice, installed above cable, 300mm below surface in trenches.	m	1000			
F.6	Supply & Install Indoor Termination kit complete, for 16mm ² , 1000/600V, 4 Core, SWA cable, consisting of lugs, connections complete.	No.	100			
F.7	Supply & Install Splicing Kit (Joint) complete for 16mm ² cable, with ferrules, tape, etc.	No.	100			
F.8	Supply and installation of street light main circuit breaker and internal wiring per street light	No.	2000			
F.9	Crushing per Light	No.	4000			
F.10	Crushing Certificate per FY	No.	3			
				TOTAL FOR SECTION F		

Bill of Quantity Summary		
ITEM No.	DESCRIPTION	TOTAL AMOUNTS
1	Total For Section A1: Preliminary and General	
2	Total For Section A2: Prime Cost (Pc) Sums	
3	Total For Section A3: Mark-Up And Attendance Cost to the Pc Sums	
4	Total For Section B: Road Category A2	
5	Total For Section C: Road Category A3 & A4	
6	Total For Section D: Road Category B1 & B2	
7	Total For Section E: Road Category B3 & C1	
8	Total For Section F: Cabling & Crushing	
Sub-Total A		
Allow for forward cover on Local to RSA price escalations to keep tender price fixed and firm for contract period (10% of Sum of Contract)		
Sub-Total B		
Allow for Contingencies (10% of Sum of Contract)		
Sub Total		
		15% VAT
Total (Carried Forward to Form of Offer)		



CITY OF MBOMBELA

COM45/2024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

Part C3: Scope of Work

4. Project Description

1.1. Overview of the Works

This contract includes the supply, delivery to site, off-loading, retrofitting, commissioning, testing, and handing over in full working order a Light Emitting Diode (LED) Street Light Fitting, in City of Mbombela for a period of three (3) years. **This tender will be dependent on the availability of funds.**

Tenderers must allow for all items, whether specified or not, required to complete the installation. Over and above all the items listed in Section 1.2 and Section 1.3, the Contractor's Scope of Work will specifically include the following:

1. Supply, delivery to site, off-loading, retrofitting, commissioning, testing, and handing over in full working order a LED street lights fittings as specified.

1.2. Scope of contract

This contract is envisaged to be a standard EPC project. The Contractor shall perform all work and furnish labour, equipment and materials, implementation plant, temporary works (including site welfare and temporary supplies), equipment, auxiliaries and accessories, special tools, spare parts and performing all operations and work required for the design, engineering, material selection, manufacturing, inspection and testing at the Vendor's or his Sub-vendor's Works, delivery at site including packing, forwarding, loading, transportation to site, custom clearance as required, transit insurance, unloading, storage at site, preservation, transportation from site-store to implementation site, erection, finishing, painting, testing commissioning, performance guarantee tests with all materials, tools, tackles, handling equipment, testing equipment/kits and putting into successful commercial operation complete with standard accessories/attachments as per the relevant technical Specifications, particular equipment specifications, data sheets, relevant codes and practices, which are described in the sections below, as well as applicable statutes, regulations and safety codes of Local Statutory authorities. In case of any conflicts between these requirements the Contractor shall refer to the Engineer for clarification. Material, designs, labour and devices, which are normally part of the contractor's scope of supply, essential for the proper supply, installation and operation of all equipment or are necessary for the proper functioning of the whole installation, shall be supplied/included even if not explicitly called for in this Specification at no additional cost to the Employer. Specifically related to execution the Contractor must note the following:

The contractor shall perform all work in accordance with this Tender package. In case of any conflicts between this Tender package and any of CITY OF MBOMBELA standards and/or the Local Statutory authorities' regulations and safety codes, the Contractor shall refer to the *Engineer* for clarification.

In line with these requirements, the Contractor will be responsible for all relevant Plans, Working Methodologies and Registers, which will include, but not be limited to:

1. The Contractor is responsible for the development of Method Statements for all works to be accepted by the *Engineer*.
2. The Contractor must provide to the *Engineer* a list of all material to be used and the suppliers from which these materials have been procured including internal and external labelling. Labelling quality must be agreed to during the design stage.
3. The Contractor must provide to the *Engineer* a detailed implementation programme and Implementation Management plan, clearly indicating all quality control hold points for the relevant stakeholders to do inspections.
4. The Contractor must schedule a site implementation kick-off meeting and ensure CITY OF MBOMBELA representatives (*Engineer* and Site Supervisor/Clerk of Works) are present.
5. The Contractor is responsible for safety checks and acceptance, and the development of a Health & Safety Plan, including all risk registers to be accepted by the *Engineer*.
6. The Contractor is responsible for the development of a Quality Control Plan to be accepted by the *Engineer*. The Contractor must comply with the Quality Control Plan.
7. The Contractor is responsible for ensuring compliance to Implementation Regulations.
8. The Contractor is responsible for the development of an Environmental Management Plan to be accepted by the *Engineer*. The Contractor must comply with the Environmental Management Plan. The Contractor must serve all notices and pay all fees due in terms of the Environmental laws and regulations.
9. The Contractor is responsible for submission of three sets of as-built drawings after implementation.

1.3. Complete Engineering of Works

It will be the responsibility of the Contractor to prepare and provide all the designs for the works to comply with the Employer's design requirements. This will consist of all: Detailed Designs and Engineering and Implementation Designs. The calculations and drawings, for each element of the Works, must be submitted to the Engineer for their review and approval, prior to the Procurement and/or Implementation of any work. This will be at no additional cost to the project or the Client. The Complete Engineering Works will include all, but not limited to, geotechnical, civil, structural, mechanical and electrical aspects. Immediately after the starting date, the Contractor shall start with the design of the works and the equipment.

During this design phase of the contract the Contractor is required to hold design review meetings to confirm all Employer requirements and to obtain the *Engineer's* acceptance for all design concepts, design interfaces and specifications to ensure that quality is designed into the final product. Structural and component design shall be verified and signed by the Contractor's *Professional Engineer*.

If required by the Employer, the services of an independent third party will be engaged by the Employer to review the Contractor's design and the Contractor must give the necessary co-operation and supply all the necessary design data as required. The cost of the design review by the third party will be borne by the Employer. All shop drawings to be presented, discussed and confirmed with the *Engineer* prior to manufacture. Time required for all the activities associated with the design of the equipment must be allowed for and indicated by the *Contractor* in his programme.

c) Program and Completion

2.1. *Tender Period*

The intension of this Tender is to award a Contract for a 3 year period from the date of appointment. Tenderers are required to supply and install LED Street Lights fittings per the availability of funds. Tenderers must state in the schedules the completion period for a project in weeks from date of official purchase order until the date of complete supply, installation and erection of the mast. The delivery period for any additional sundry items procured for the project will run concurrently with the installation project.

2.2. *Implementation Program*

The Contractor will be required to develop and maintain for the full duration of the contract, a works programme whose purpose will be to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the tender or in the time extended by the Engineer in writing. The Contractor shall take all aspects regarding the conditions on site, access, transportation, and restricted working space, the availability of material, machines and labour into account during the tender stage and the compiling of an implementation programme.

The Contractor is to submit his programme of works to the Engineer not later than 14 days after the Contractor has been provided with an order. The programme is subject to the Engineers approval and remains so for the duration of the contract. Should it be required, the Engineer may instruct the Contractor to adjust his programme accordingly to suit other activities. The programme submitted by the contractor shall make provision for forecasted quantities of work to be performed each week, together with plant used and cash flow for each activity. Should the abovementioned programme fall behind schedule, or the sequence of operations is altered, or if the programme is deviated from in any other way, the contractor shall, within two days after being notified by the Engineer, submit a revised programme.

Should the programme require to be revised due to the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time to ensure completion of the Works within the time for completion as defined in the General Conditions of Contract or within any granted extension of time. Any proposal to increase the tempo of work must be accompanied by providing more labour and plant on Site, or by using the available labour and plant in a more efficient manner. Failure on the part of the Contractor to submit the agreed deliverables according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided for in the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual bearing apart from the requirement that the Contractor undertakes to carry out the work in accordance with the programme to the satisfaction of the Engineer. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

3. SERVICE CONDITIONS

3.1. *Site Conditions*

All components must be designed for at least the site conditions stated in Table 1. More onerous requirements may be specified for individual components, but otherwise these minimum requirements apply. The specific sites for the Street Lights must still be determined by Council. Tenderers must allow for all conditions on site in their tenders, since extra claims arising from difficult site conditions in respect of transport, handling, loading, off-loading, labour, housing, etc.; will not be entertained.

TABLE 1: SITE OPERATING CONDITIONS.

Description	Unit	Value
Altitude above mean sea level	M	200
Maximum ambient temperature for design purposes	°C	45
Average ambient temperature for design purposes	°C	25
Minimum ambient temperature for design purposes	°C	-5
Maximum average humidity	%	95
Maximum 3 second wind gust velocity	m/s	44
Earthquake loading for design purpose	magnitude	6
Mean annual rain fall	mm	700
Lightning flash density	Flashes/km ² /annual	2
Level of atmospheric pollution	Heavy (coastal)	

3.2. *Geotechnical Conditions*

A geotechnical investigation has not been performed previously. It will be the responsibility of the Contractor to perform geotechnical studies of the various installation sites.

c) **Inspections and Tests**

4.1. *General*

During manufacture and prior to despatch, the Engineer will inspect all poles at the Manufacturer's works. Each pole must be subjected to the tests specified below by the Contractor in the presence of the Engineer and to such tests as may be deemed necessary by the Engineer to ensure good quality workmanship. All tests performed shall be at the expense of the Manufacturer. Not less than ten (10) working days' notice in writing shall be given to the Engineer detailing when the poles will be ready for inspection and tests. Unless the Engineer shall otherwise direct, no poles shall be delivered unless the Engineer has issued to the Contractor, in respect of such poles, a certificate in the form of a release note certifying that the poles have passed the tests required and are therefore released for delivery.

4.2. *Galvanising test*

The quality of the galvanising shall be tested in accordance with SANS 121.

4.3. *Welding test*

If transverse butt-welds are to be used, the poles shall be subjected, at each joint, to a bending load which causes the butt-weld (half circumference) to be under tension. The load shall be varied according to the section and shall not cause permanent set. The load (or the amount of deflection produced) shall be to the satisfaction of the Engineer and sufficient to ensure that each butt-weld is of adequate strength. The Engineer shall witness as many of these tests as he may deem necessary, preferably during the course of manufacture. The manufacturer shall give adequate notice, to permit the Engineer to attend the inspections. Any joint where cracking occurs shall be ground out to the full thickness of the material, re-welded and tested again.

iii. *Quality System*

The Contractor's quality assurance system shall be approved in terms of SANS 9001 or an alternative quality assurance system to the approval of the Engineer. A copy of the registration certificate shall be submitted with the tender.

6. DAMAGE TO OTHER SERVICES

The Contractor shall assume full responsibility in the event where he or any person in his service is directly or indirectly responsible for any damages caused to other services already installed (water, sewerage, storm water, roads, surveyors' pegs, etc.) Any such damage shall immediately be reported to the Engineer. The Contractor shall be held fully responsible for the repair of such damage to the satisfaction of the Engineer. The costs for the repair of such damage shall be borne by the Contractor. Claims by the Contractor in this connection will be not be considered. Should any portion of the works in terms of this Contract, for which the Contractor is responsible, be damaged by other Contractors, the Contractor shall repair such damage at the tendered rate and shall submit full details of such damage to the Engineer so that he can recover such costs from the responsible party. This repair work may only be done on the written instruction from the Engineer. The contractor shall make provision for a full scan of the area to determine the position of services in the area.

7. LOCAL LABOUR AND LOCAL AUTHORITIES

7.1. *Local Labour*

It is intended that the project must make maximum possible use of local labour which is presently unemployed in the area of which the project is performed. All unskilled labour shall be from George Municipal Supply area. Engagement of local labour shall be controlled in a formal manner through the client's labour liaison body. It is furthermore expected that the labour liaison body will assist in the monitoring of labour goals.

7.2. *Liaison with Local Authorities*

The contractor will have to liaise with local authorities regarding the following matters:

12. Dealing with traffic.
13. Locating of existing underground services.
14. Protection of existing services during implementation.

It is the contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The contractor should also warn the authorities at least 48 hours before the actual work commence. Compensation for delays, losses or accidents will not be considered should the contractor at any time have failed to keep the local authorities informed. The engineer or employer must immediately be notified, should the contractor experience any problem regarding work, which involves a local authority.

7.3. *Community Liaison and Community Relations*

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project. The Contractor shall at all times, keep the Engineer fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Engineer. All matters concerning the community shall be discussed and where possible, resolved at such meetings. Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and/or that a delay in the progress of the works will result, he shall be entitled to submit a claim in terms of Clause 48 of the conditions of contract, provided always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

8. CREW

A competent supervisor must be on site at all times to supervise the work undertaken by the crew. The work crew shall comprise at least the following:

- (a) Electrician (Trade Certificate and Installation wireman's Licence).
- (b) Responsible person in terms of NRS 040.
- (c) Labourers.

9. OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)

Contractors shall meet the health and safety requirements as stipulated in health and safety plan.

9.1. Safety Precautions

Notwithstanding the fact that the Contractor is solely responsible for the actions of his staff and any duly appointed sub-contractors, the Engineer reserves the right for himself, or his nominated representative, to inspect and monitor working methods and materials handling to ensure that safe working practices are being adhered to at all times.

9.2. Health and Safety Specifications

Please refer to Annexure A in Part C.4 for the Health and Safety Specification.

9.2.1 PARTICULARS

The following information must be submitted with the Tender:

- a Full technical design drawings and specification details of the equipment offered in respect of each item tendered. The information must be submitted with the tender documents, failing which, the offer will be deemed non-responsive.
- b Computer simulations for the flood light luminaires on electronic media in a form compatible with the Dailux Lighting computer program. The information shall have been approved by the South African Bureau of Standards (SABS) or the CIE.
- c The location of and the manufacturing facilities of the Tenderer.
- d Samples of flood light luminaires offered within 5 working days of being requested to do so.
- e A copy of the manufacturer's Certificate of Listing in terms of SANS 9001.
- f Design calculations signed and certified by a Professional Structural Engineer to be submitted if requested.
- g Certificate of the Professional Structural Engineer to be submitted within 3 days of request if requested.
- h Proof of qualifications of all implementation staff to be engaged in contract work.

The Contractor shall, prior to commencement of any work:

1. Appoint a competent person to sign and submit the "Memorandum of Agreement".
2. Supply proof of public liability insurance to indemnify the Municipality from public liability claims up to R5 million per incident. (See Clause 8.3 of Special Conditions of Contract).
3. Provide the Engineer with a list of cellphone numbers of his staff required to be contactable.

9.2.2 APPOINTMENT OF CONTRACTOR

The CITY OF MBOMBELA intends appointing a Main Contractor and in addition reserves the right to accept an Alternative Contractor, i.e. a different Manufacturer. Also, should the Main Contractor not be on site with a reasonable workforce within 2 week of date of official purchase order or, in the instance of purchase orders relating to goods only, fails to deliver within the specified delivery period, the purchase order will be cancelled and placed with the Alternative Contractor.

C3.2 STANDARDS

The following documents contain provisions that, whether referenced in the text or not, constitute requirements of this specification. Note that the National equivalent of IEC standards are generally the same but may include specific variations to be taken into account. Information on currently valid national and international standards can be obtained from the South African Bureau of Standards.

SANS 121	-	Hot dip Hot dip galvanized coatings on fabricated iron and steel articles - Specifications and test methods
SANS 857-1	-	Defines metal welding processes and related terms
SANS 920	-	Steel bars for concrete reinforcement
SANS 1200 A	-	Standardized specification for civil engineering implementation Section A: General
SANS 1200 AA	-	Standardized specification for civil engineering implementation Section AA: General
SANS 1200 G	-	Standardized specification for civil engineering implementation Section G: Concrete (Structural)
+6SANS 1200 GA	-	Standardized specification for civil engineering implementation Section GA: Concrete (small works)
SANS 1200 H	-	Standardized specification for civil engineering implementation Section H: Structural steelwork
SANS 1200 HC	-	Standardized specification for civil engineering implementation Section HC: Corrosion protection of structural steelwork
SANS 1700-14.1/11	-	Fasteners Part 14: Hexagon nuts Sections 1 to 11
SANS 2394	-	General principles on reliability for structures
SANS 9001	-	Quality management systems - Requirements
SANS 9692-1	-	Welding and allied processes - Recommendations for joint preparation Part 1: Manual metal-arc welding, gas-shielded metal-arc welding, gas welding, TIG welding and beam welding of steels
SANS 10142-1	-	The wiring of premises Part 1: Low-voltage installations
SANS 10144	-	Detailing of steel reinforcement for concrete
SANS 10145	-	Concrete masonry implementation
SANS 10160-1	-	Basis of structural design and actions for buildings and industrial structures Part 1: Basis of structural design
SANS 10160-2	-	Basis of structural design and actions for buildings and industrial structures Part 2: Self-weight and imposed loads
SANS 10160-3	-	Basis of structural design and actions for buildings and industrial structures Part 3: Wind actions
SANS 10162-1	-	The structural use of steel Part 1: Limit-state design of hot-rolled steelwork
SANS 10162-2	-	The structural use of steel Part 2: Limit-states design of cold- formed Steelwork
SANS 10162-4	-	Structural use of steel Part 4: The design of cold-formed stainless steel structural members

SANS 10164-2	-	The structural use of masonry Part 2: Structural design and requirements for reinforced and pre-stressed masonry
SANS 10225	-	The design and implementation of lighting masts
SANS 10313	-	Protection against lightning – Physical damage to structures and life hazard
SANS 10389-1	-	Exterior lighting Part 1: Artificial lighting of exterior areas for work and Safety
SANS 10389-3	-	Exterior lighting Part 3: Guide on the limitation of the effects of obtrusive light from outdoor lighting installations
SANS 14713	-	Protection against corrosion of iron and steel in structures – Zinc and aluminium coatings – Guidelines
SANS 15607	-	Specification and qualification of welding procedures for metallic materials General rules
SANS 15609-1	-	Specification and qualification of welding procedures for metallic materials Welding procedure specification Part 1: Arc welding
SANS 15609-2	-	Specification and qualification of welding procedures for metallic materials Welding procedure specification Part 2: Gas welding
SANS 15609-3	-	Specification and qualification of welding procedures for metallic materials Welding procedure specification Part 3: Electron beam welding
SANS 15609-5	-	Specification and qualification of welding procedures for metallic materials Welding procedure specification Part 5: Resistance welding procedures
SANS 15614-1	-	Specification and qualification of welding procedures for metallic materials Welding procedure test Part 1: Arc and gas welding of steels and arc welding of nickel and nickel alloys
SANS 17660-1	-	Welding - Welding of reinforcing steel Part 1: Load-bearing welded joints
SANS 17660-2	-	Welding - Welding of reinforcing steel Part 2: Non-load-bearing welded Joints
SANS 50025	-	Hot rolled products of structural steels
SANS 60439-3	-	Guidelines for quality management system documentation
AWS D1.1	-	Structural Welding Code – Steel
SANS 1091	-	National Colour Standard
SANS 1250	-	Capacitors
SANS 1266	-	Ballasts
SANS 475	-	Luminaires: Performance requirements
SANS 60529	-	Degrees of Protection provided by Enclosures (IP Code)
SANS 60598-1	-	Luminaires: Part 1. General Requirements and Tests
SANS 60598-2-5	-	Luminaires: Part 2-3. Particular requirements – Floodlights
SANS 60662	-	High Pressure Sodium Vapour Lamps
SANS 60923	-	Auxiliaries for Lamps (Ballasts)
SANS 60927	-	Auxiliaries for Lamps (Starting Devices)
SANS 61048	-	Auxiliaries for Lamps (Capacitors)
SANS 61049	-	Capacitors (Performance requirements)
SANS 61347	-	Lamp Control Gear: Part 1. General and Safety requirements
SANS 215	-	Limits and methods of measurement of radio disturbance characteristics of electrical lighting and similar equipment
SANS VC 8011	-	Lampholders
ARP 035	-	Guidelines for the installation and maintenance of street lighting

Reference to a particular standard or recommendation in this specification does not relieve the manufacturer of the necessity of the work complying with other relevant standards or recommendations. Tenderers offering equipment to standards other than those mentioned above may be considered provided it is clearly indicated in which respects the equipment offered does not comply and the likely consequences of such non-compliance

C.3.4 SCHEDULES – TO BE COMPLETED

Schedule A, B & C in the tables below must be completed by the Tenderer providing guarantees and technical particulars of the equipment and materials offered. **Failure by the Tenderer to complete Schedule A will result in automatic disqualification of the tender.**

SCHEDULE A – LED STREET LIGHT FITTINGS FOR:

1. ROAD CATEGORY A2: MAJOR ROADS, FOR SPEED LIMITS NOT EXCEEDING 90KM/H

Note: This schedule must be completed with reference to the specification in the Bill of quantities.

ITEM	DESCRIPTION	BIDDER'S OFFER		
		PREFERRED MANUFACTURER	1 ST ALTERNATIVE MANUFACT.	2 ND ALTERNATIVE MANUFAC.
A.1	Is the Ambient Temperature -15 to 45 degrees Celsius? If no, what's offered?			
A.2	Type of Housing. (Preference is for marine grade high pressure die cast Aluminium. Inherently corrosion resistant material painted grey.)			
A.3	Name of Manufacturer			
A.4	Place of Manufacturer (Physical Adress)			
A.5	Manufacturer's email and contact details			
A.6	Delivery Period			
A.7	Are the simulation software calculations available? (To be submitted during site hand-over)			
A.8	Warrantee offered (minimum 5 years)			
A.9	Type of Lamp (i.e. Future Proof)			
A.10	Lumens offered			
A.11	Wattage			
A.12	Efficacy			
A.13	Is the System Voltage 220V to 240V at 50 Hz? If no, what's offered? (Test Report to be submitted			

	during site hand-over)			
A.14	Power Factor Minimum 0.9. If no, what's offered? (Test Report to be submitted during site hand-over)			
A.15	Is Surge Protection \geq 10 kV, 10kA? If no, what's offered? (Test Report to be submitted during site hand-over)			
A.16	Lumen Maintenance manual available? (To be submitted during hand-over after construction)			
A.17	IP Rating of Light Fitting offered.			
A.18	Is the connection of LED inside modules designed that the failure of one LED do not cause additional LED's to switch off?			

- SCHEDULE B – LED STREET LIGHT FITTINGS FOR:**
1. **ROAD CATEGORY A3: IMPORTANT URBAN TRAFFIC ROUTES FOR SPEED LIMITS NOT EXCEEDING 60KM/H**
 2. **ROAD CATEGORY A4: CONNECTING ROADS, LOCAL DISTRIBUTOR ROADS, RESIDENTIAL MAJOR ROADS**

Note: This schedule must be completed with reference to the specification in the Bill of quantities.

ITEM	DESCRIPTION	BIDDER'S OFFER		
		PREFERRED MANUFACTURER	1 ST ALTERNATIVE MANUFACT.	2 ND ALTERNATIVE MANUFAC.
B.1	Is the Ambient Temperature -15 to 45 degrees Celsius? If no, what's offered?			
B.2	Type of Housing. (Preference is for marine grade high pressure die cast Aluminium. Inherently corrosion resistant material painted grey.)			
B.3	Name of Manufacturer			
B.4	Place of Manufacturer (Physical Adress)			
B.5	Manufacturer's email and contact details			
B.6	Delivery Period			
B.7	Are the simulation software calculations available? (To be submitted during site hand-over)			
B.8	Warrantee offered (minimum 5 years)			
B.9	Type of Lamp (i.e. Future Proof)			
B.10	Lumens offered			
B.11	Wattage			
B.12	Efficacy			
B.13	Is the System Voltage 220V to 240V at 50 Hz? If no, what's offered? (Test Report to be submitted during site hand-over)			
B.14	Power Factor Minimum 0.9. If no, what's offered? (Test Report to be submitted during site hand-over)			
B.15	Is Surge Protection \geq 10 kV, 10kA? If no, what's offered? (Test Report to be			

	submitted during site hand-over)			
B.16	Lumen Maintenance manual available? (To be submitted during hand-over after construction)			
B.17	IP Rating of Light Fitting offered.			
B.18	Is the connection of LED inside modules designed that the failure of one LED do not cause additional LED's to switch off?			

SCHEDULE C – LED STREET LIGHT FITTINGS FOR:

1. ROAD CATEGORY B1: RESIDENTIAL STREETS WITH MEDIUM TO HIGH VOLUME TRAFFIC

2. ROAD CATEGORY B2: RESIDENTIAL STREETS WITH MEDIUM VOLUME TRAFFIC

Note: This schedule must be completed with reference to the specification in the Bill of quantities.

ITEM	DESCRIPTION	BIDDER'S OFFER		
		PREFERRED MANUFACTURER	1 ST ALTERNATIVE MANUFACT.	2 ND ALTERNATIVE MANUFAC.
C.1	Is the Ambient Temperature -15 to 45 degrees Celsius? If no, what's offered?			
C.2	Type of Housing. (Preference is for marine grade high pressure die cast Aluminium. Inherently corrosion resistant material painted grey.)			
C.3	Name of Manufacturer			
C.4	Place of Manufacturer (Physical Adress)			
C.5	Manufacturer's email and contact details			
C.6	Delivery Period			
C.7	Are the simulation software calculations available? (To be submitted during site hand-over)			
C.8	Warrantee offered (minimum 5 years)			
C.9	Type of Lamp (i.e. Future Proof)			
C.10	Lumens offered			
C.11	Wattage			
C.12	Efficacy			
C.13	Is the System Voltage 220V to 240V at 50 Hz? If no, what's offered? (Test Report to be submitted during site hand-over)			
C.14	Power Factor Minimum 0.9. If no, what's offered? (Test Report to be submitted during site hand-over)			
C.15	Is Surge Protection \geq 10 kV, 10kA? If no, what's offered? (Test Report to be submitted during site hand-			

	over)			
C.16	Lumen Maintenance manual available? (To be submitted during hand-over after construction)			
C.17	IP Rating of Light Fitting offered.			
C.18	Is the connection of LED inside modules designed that the failure of one LED do not cause additional LED's to switch off?			

C.3.5 TESTING AND COMMISSIONING

The complete installation shall be tested and commissioned in the presence of the Engineer or his/her approval.

OTHER SPECIAL CONDITIONS

All contractors must comply with the following Special Conditions of Tender. Failure to adhere, will render your tender non-responsive.

SPECIAL CONDITIONS OF TENDER

A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT

The services provider must make use of 100% local unskilled labourers during the implementation process, the contractor must accommodate the two interns of CITY OF MBOMBELA with regards to implementation management on site, to develop capacity of department. It must also give on job training to all local labourers used on the project. Employment contracts to be in place and monitored (to ensure minimum wages are paid and UIF, etc. in place) as per GCC.

B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED

Any additional information upon request must be submitted in writing within 48 hours of receipt.

C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER

The service provider must provide the Municipality with a completed list of local labourers to be used, within 14 days after final award of the tender for approval by the Municipality. The aforesaid list must be updated and submitted together with the service providers' progress report and invoice, inclusive of the following details:

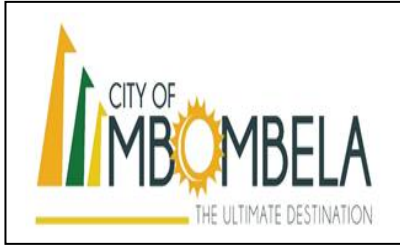
- ✓ Salary / wages spent on local employees versus total wages / salary budget at site
- ✓ Number of local employees employed versus per total workforce at site
- ✓ Payments made to the local labourers

Any amendments prior approval from the Municipality. The service provider must provide the Municipality with a certificate confirming payments made to the local labourers. This certificate must be updated and submitted together with the service providers' progress report and invoice.

Payments will be made monthly as per agreed progress schedule. Invoices must be submitted before 12 noon on Wednesdays at George Creditors office, to ensure timeous payment schedule to be agreed during kick-off meeting an amount of 10% of the contract value will be deducted for Retention. No CSI funding may be paid out from the Grant funding therefore the 1% contribution for CSI (on the value of the tender) will only be paid out of the CRR funds.

City of Mbombela Electrical Reticulation Standards & Specifications (C4)

Annexure A



CITY OF MBOMBELA

COM45/2024

TRIENNIAL TENDER FOR THE APPOINTMENT OF ELECTRICAL SERVICE PROVIDER FOR ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT.

Part C4: Site Information

2022/23, 2023/24 and 2024/25 FY Targeted Areas		
Item No.	Region	No. of Fittings
1	Southern	500
2	Central (White River & Nelspruit)	3500

CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.

Preamble

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES
1.	Company Registration Certificate	a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008 b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984 NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.
2.	Company Profile	a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”
3.	Certification of documents to be submitted together with the tender document. I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.	a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations. b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or <u>notary public</u> (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business. c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i>

		<p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank)ex officio: RSA Date: Place Business Address: Commissioner of Oaths Signature Full Names</p> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>
4.	<p>Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable). N/B CSD Report date should not be more than 30 days before Bid closing date.</p>	<p>a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.</p>
5.	<p>Tax Compliant Status (TCS)</p>	<p>a) Prospective bidders are required to attach a valid TCS together with the tender document.</p>

6.	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only) .	<p>a) EMEs in terms of the B-BBEE Act 53 of 2002 JUNE submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) 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.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>

7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and loses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.
9.	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p style="text-align: center;">OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p style="text-align: center;">OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address</p>

		<p>nominated by a bidder in a legal contract where legal notices may be sent.</p> <p>Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease.</p> <p>The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p>
<p>10.</p>	<p><u>Forging of documents/certificates</u> The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.</p> <p>Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>“any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official”</i>.</p> <p>Section 34(2) of the same Act stipulates that: <i>“subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence”</i>.</p>
<p>11.</p>	<p>Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.</p>	<p>a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.</p>

12.	Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	<p>a) Applicable to private companies that are not managed by its owners, if:</p> <ul style="list-style-type: none"> - It compiles its financial statement internally and its public interest score is less than 100. - It has its financial statements compiled independently and its public interest score is between 100 and 349. - the public interest score is 350 points or more, is required for an audit to be conducted.
13.	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	<p>a) Applicable to private companies with a public interest score of less than 100.</p> <p>b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed.</p> <p>NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.</p>
14.	Functionality / Quality for evaluation of complex projects	<p>a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc.</p> <p>NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.</p>
15.	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	<p>a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in</p>

		the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.
--	--	---