



TENDER NUMBER EDM/35/2024-25

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT
THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX
FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**CLOSING DATE: FRIDAY, 13 JUNE 2025
CLOSING TIME: 12H00**

NAME OF TENDERER:

CSD REG No.:

TEL NO.:

FAX NUMBER.:

TENDER OFFER (ZAR).:

ISSUED BY:

Ehlanzeni District Municipality

No. 8 Van Niekerk Street,
P.O. Box 3333
MBOMBELA
1200

Tel No.: [013] 759 8500

Fax No.: [013] 755 3157

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PART T.1: THE TENDER

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EHLANZENI DISTRICT MUNICIPALITY INVITES BIDS FOR THE ABOVE-MENTIONED TENDER

Ehlanzeni District Municipality hereby invites tenderers for the above-mentioned tender who are capable and experienced in building repairs and maintenance of electrical works with a CIDB grading **3EB** or Higher.

1. Only tenderers who have provided the following mandatory information and documents to be used to evaluate the tenderers responsiveness will be considered for further evaluation on functionality and preference specific goals.
 - 1.1 Only bidders who are registered on the Central Supplier Database (CSD) will be considered and the copy of the CSD report not older than three months.
 - 1.2 Form of offer must be firm, VAT and other tax inclusive and valid at least Ninety (90) days from the closing date.
 - 1.3 No tender shall be considered for the persons who are in the service of the state.
 - 1.4 Valid SARS PIN certificate must be attached.
 - 1.5 Attach original Certified copy of company registration documents issued by Companies and Intellectual Property Commission (CIPC) and tenderer must attach shareholder's certificates where applicable.
 - 1.6 Attached original Certified copies of Identity Documents (ID) of all company directors.
 - 1.7 Verifiable copies of Municipal Account/s not older than three months for both the tenderer and its directors or valid lease agreement or proof of residence (PTO) from the relevant traditional authority for both the tenderer and its directors.
 - 1.8 Attach Proof of registration with CIDB for a grading of 3EB or Higher.
 - 1.9 Attach Valid letter from Department of Employment and Labour - COIDA registration letter.
 - 1.10 Fully completed tender document as issued and signed and submitted on the PDF document that has been issued and reproduced documents will be rejected.
 - 1.11 All certified copies must not be older than three months.
2. This tender will be evaluated on 80/20 Preference Points system in line with the Preferential Procurement Policy of the Ehlanzeni District Municipality. The preference points system will be applied as follows: -
 - 2.1 The 80 points will be for price
 - 2.2 The 20 points will be allocated for the specific goals on a proportional or pro rata basis as mentioned below: -

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	5,00	➤ A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2,50	
More than 30% youth shareholding or owned enterprise	2,50	
More than 30% people living with disability shareholding or owned enterprise	2,50	➤ A copy of a Medical Certificate to confirm disability or stated on CSD report
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	2,5	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.7 above.
B-BBEE level 1 contribution	5,00	➤ Certified Valid BBBEE certificate; or ➤ Certified Valid EME and SME a Sworn Affidavit; or ➤ Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership.
TOTAL PREFERENCE POINTS TO BE CLAIMED	20,00	

****EME's are Exempted Micro Enterprise with an annual Turnover of R 10.0million or less.***

****All the certified documents as stated must not be older three months.***

Received tenders will be evaluated for responsiveness based on mandatory requirements and on functionality to obtain a minimum of **70 points** out of a possible **100 points** to qualify for further evaluation in line with 80/20 Preference Points System.

Tender Documents can be viewed and downloaded at no cost on Document sharing and collaboration Platform or Portal (NEPTUNE): <http://edmservices.ehlanzeni.gov.za> and National Treasure Portal from **Tuesday, 27 May 2025**. Further information regarding the download and uploading of the documents will be explained during the compulsory briefing session.

A compulsory briefing session will be held on **Tuesday, 03 June 2025 at 10h00** at **Ehlanzeni District Municipality Complex, DMC, 8 Van Niekerk Street, Sonheuwel Central, Mbombela 1201**.

Where bids should be submitted - Completed bid and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: <http://edmservices.ehlanzeni.gov.za> on or before **Friday, 13 June 2025 not later than 12h00**.

Tender Documents received by telegram, fax and post will not be considered. Late tenders shall not be accepted.

Enquiry: Contact Person - ADMINISTRATION: Mr. SP Khumalo at 013 759 8500 or pkhumalo@ehlanzeni.gov.za

TECHNICAL: Ms. C De Lange at 013 759 8500 or cdelange@ehlanzeni.gov.za

Employer: **Municipal Manager: Dr N P Mahlalela**
Ehlanzeni District Municipality
P.O. Box 3333
MBOMBELA
1200

T1.2 TENDER DATA: PROVIDED BY THE CLIENT

The conditions of Tender are **The Standard Professional Service Contract (10 July 2015)** under government gazette no 38960 (of 10 July 2015, Board Notice 136) of the CIDB Standard for Uniformity in construction Procurement. Tenderers must obtain copies at their own cost from the Construction Industry Development Board, e-mail: cidb@cidb.org.za.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender. Please note that the word “client” is used in this document and referred to as “employer” in the Standard Conditions of Tender document

Clause number	
F.1.1	The Client is the Ehlanzeni District Municipality represented by: General Manager: Technical Services PO Box 3333 Mbombela 1200
F.1.2	The Bid documents issued by the Client comprise: <u>PART T.1: THE TENDER.....2</u> <u>PART T.2: RETURNABLE SCHEDULES24</u> <u>PART C.1: CONTRACT TENDER DATA..... 43</u> <u>PART C.2.: PRICING DATA 49</u> <u>PART C.3: SCOPE OF SERVICE54</u>
F.1.4	The Client is: EHLANZENI DISTRICT MUNICIPALITY Name: Municipal Manager: Dr N P Mahlalela Address: P O Box 3333, MBOMBELA, 1200 +27 (0) 13 759 8500
F.2.7	Clarification meeting will not be held on: Date: Tuesday, 03 June 2025 Starting time: 10h00 8 van Niekerk Street, DMC, Sonheuwel Central, MBOMBELA, 1201 Electronical Submission to: http://edmservices.ehlanzeni.gov.za
F.2.12	No alternative tender offer to be considered
F.2.13.3	It is compulsory that the bidders download a copy of the bid document from the following link http://edmservices.ehlanzeni.gov.za free of charge.

F.2.13.5	The identification details to be shown on each Bid offer package are:																						
	Location of Bid box: Main Entrance. Central Foyer, Ground Floor, 8 Van Niekerk Street, Mbombela																						
	Physical address: 8 Van Niekerk Street, MBOMBELA,1200																						
F.2.15	The closing time for submission of Bid offers is 12h00 on Friday, 13 June 2025 . Failure to submit on time will render the bid non-responsive.																						
F.2.15	Telephonic, telegraphic, telex and post tender offers will not be accepted.																						
F.2.16.1	The tender offer validity period 90 days																						
F.2.19	Not applicable																						
F2.23	The bidder is required to submit with his tender all the returnable documents as stated in the tender advertisement and data.																						
F3.4	Tenders will be opened from the Document Management and Collaboration Platform after the closing time and date for tenders.																						
F3.8	Tenders will be considered non-responsive if, if inter alia <ol style="list-style-type: none"> 1. The tenderer has failed to submit the tender document on time as mentioned in F3.4 2. The tender did not complete and signed Form of Offer 3. The tender has failed to submit any supporting documents in F2.23 within time frame for submission in the client's written request and mentioned in tender Notice. 																						
F.3.11	Evaluation of Tender Offers																						
F.3.11.1	The procedure for evaluation of responsive Tender Offers will be as described in Method 4: Financial Offer, Quality (Functionality and Preference as contained in Form of Preference Points claim Form in terms of the Preferential Procurement Regulation 2017, bound into this document																						
F.3.11.2	Functionality will be scored out of 100 points . A Tenderer who scores less than 70 points for Functionality will automatically be disqualified from further evaluation on the preference point scoring system. <table border="1"> <thead> <tr> <th>Description</th><th>Form number</th><th>Maximum points</th></tr> </thead> <tbody> <tr> <td>PREVIOUS EXPERIENCE / SIMILAR PROJECTS</td><td>T2.7</td><td>40</td></tr> <tr> <td>FINANCIAL REFERENCES</td><td>T2.8</td><td>10</td></tr> <tr> <td>ALL RISK INSURANCE</td><td>T2.9</td><td>10</td></tr> <tr> <td>PROJECT AND CONSTRUCTION TEAM</td><td>T2.10</td><td>30</td></tr> <tr> <td>PLANT AND EQUIPMENT</td><td>T2.11</td><td>10</td></tr> <tr> <td>Total Points</td><td></td><td>100</td></tr> </tbody> </table>		Description	Form number	Maximum points	PREVIOUS EXPERIENCE / SIMILAR PROJECTS	T2.7	40	FINANCIAL REFERENCES	T2.8	10	ALL RISK INSURANCE	T2.9	10	PROJECT AND CONSTRUCTION TEAM	T2.10	30	PLANT AND EQUIPMENT	T2.11	10	Total Points		100
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F.3.11.3	<p>FUNCTIONALITY</p> <ol style="list-style-type: none"> 1. Tenders will be required to achieve a minimum of 70 points for functionality out of 100 points for them to qualify for further evaluation with 80/20 points system. 2. The 80/20 evaluation criteria will be used where Price will be allocated 80 points and Preference will be scored out of 20 points. A maximum of 20 points may be allocated in accordance for specific goals. 3. Subject to Preferential Procurement Regulations, 2022
F.3.11.4	

DESCRIPTION TENDER: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

T1.3 TENDER DATA: STANDARD CONDITIONS OF TENDER

(As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015)

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially; ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **Functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a Tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

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F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

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Tender Number EDM/35/2024-25

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F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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F.2.13.5 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.

F.2.13.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the Tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

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F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - 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.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial Offer and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Confirm that tenders are eligible for the preference claimed and if so, score tender evaluation points for preference
- 3) Calculate total tender evaluation points
- 4) Rank tender offers from the highest number of tender evaluation points to the lowest
- 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract unless there are compelling and justification reasons not to do so

F.3.11.3 Method 4: Financial Offer, Quality (Functionality) and Preference

In the case of a Financial Offer, functionality and preference:

- 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) Score tender evaluation points for financial offer.
- 3) Confirm that tenders are eligible for the preference claimed, and if so, score tender evaluation points for preferencing.
- 4) Calculate total tender evaluation points. Rank tender offers from the highest number of tender evaluation points to the lowest.
- 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract unless there are compelling and justification reasons not to do so.

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and

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c) other revisions agreed between the employer and the successful Tenderer.

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful Tenderers

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

F.3.16.2 After the successful Tenderer has been notified of the employer's acceptance of the tender, notify other Tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- i. Procurement planning process
- ii. Procurement method and evaluation Process
- iii. Contract type
- iv.

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- v.
- vi. Contract status
- vii. Number of firms tendering
- viii. Cost estimate
- ix. Contract title
- x. Contract firm(s)
- xi. Contract price
- xii. Contract scope of work
- xiii. Contract start date and duration
- xiv. Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

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PART T.2: RETURNABLE SCHEDULES

T2. List of Returnable Documents

Notes to tenderer:

1. Returnable documents have been based on the CIDB Standard for Uniformity in Construction Procurement and incorporate National Treasury requirements within them. Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender are (Forms T2.1 to T2.11) listed as Follows:
 - a) Form T2.1: Certificate Of Authority For Signatory
 - b) Form T2.2: Tenderer's BBBEE Verification Certificate
 - c) Form T2.3: Registration On National Treasury Central Supplier Database
 - d) Form T2.4: Declaration of Interest MBD 4
 - e) Form T2.5: Declaration of Bidder's Past Supply Chain Management Practices MBD 8
 - f) Form T2.6.2: Certificate of Independent Bid Determination MBD 9
 - g) Form T2.7: Preference Points Claim in terms of PPR 2022 MBD 6.1
 - h) Form T2.8: Schedule of Addenda
 - i) Form T2.9: Certificate of Compliance with Compensation For Occupational Injuries And Diseases Act, 1993 (Act No. 130 Of 1993)
 - j) Form T2.10: Tenderer's Experience
 - k) Form T2.11: Tenderer's Financial Details
 - l) Form T2.12: Certificate of All Risk Insurance Cover
 - m) Form T2.13: Tenderer's Project Team
 - n) Form T2.14: Plant and Equipment
 - o) Form T2.15: Functionality Summary
2. Failure to fully complete the relevant returnable documents may render such a tender offer nonresponsive.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provide
4. 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 wilful misrepresentation by that tenderer to induce the contract. In such event, the Employer has the discretionary right under contract condition 15.2 to terminate the contract.
5. These forms must be completed in non-erasable ink and any alterations made prior to tender closure.

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FORM T2.1 CERTIFICATE OF AUTHORITY FOR SIGNATORY

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory, undertaking to formally enter into a joint venture contract should an award be made to the jointventure,
 - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4.
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

By resolution of the board of directors passed at a meeting held on

Mr/Ms

..... ,
whose signature appears below, has been duly authorised to sign all documents in connection with the tender for:-

TENDER NUMBER EDM/35/2024-25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ALL ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS and any contract which may arise therefrom on behalf of enter name of tenderer in block capitals

.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS:

SIGNATURE

SIGNATURE

.....
NAME (PRINT)

.....
NAME (PRINT)

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FORM T2.3 **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 F.2.1.1).

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.

Name of Contractor:

Central Supplier Database Supplier Number:

SIGNED BY TENDERER:

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FORM T2.4 DECLARATION OF INTEREST MBD 4

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars

.....

.....

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

(a) a member of –

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

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

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

3.8.1 If so, furnish particulars

.....
.....

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

3.9.1 If so, furnish particulars

.....
.....

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

3.10.1 If so, furnish particulars.

.....
.....

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

3.11.1 If so, furnish particulars.

.....
.....

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CERTIFICATION

I, THE UNDERSIGNEDCERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **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 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 Ehlanzeni District Municipality 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 Ehlanzeni District Municipality.

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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 tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

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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.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% black person or people owned enterprise	N/A	5,0	N/A	
More than 30% woman or women shareholding or owned enterprise	N/A	2,5	N/A	
more than 30% youth shareholding or owned enterprise	N/A	2,5	N/A	
More than 30% people living with disability shareholding or owned enterprise	N/A	2,5	N/A	

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ALL ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	N/A	2,5	N/A	
B-BBEE level 1 contribution	N/A	5,0	N/A	

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;

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- (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:

.....

.....

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MBD 8

FORM T.4.1 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ALL ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

MBD 9

FORM T.4.2. CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ALL ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ALL ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ALL ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

FORM T2.5 **RECORD OF ADDENDA**

We confirm that the following communications received from the Employer before the submission of this Tender, amending the Tender documents, have been taken into account in this Tender:		
No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10		

Attach additional pages if more space is required.

SIGNED BY TENDERER:

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ALL ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

**FORM T2.6 CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR
OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)**

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in Ehlanzeni District Municipality terminating the 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 to this Form 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. The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 12 months preceding the date of this tender.

SIGNED BY TENDERER:

DESCRIPTION TENDER: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

FORM T2.7 PREVIOUS EXPERIENCE ON SIMILAR PROJECTS (40 POINTS)

Provide the following information on relevant previous building electrical repairs and maintenance project (indicate specifically projects of similar nature and/or which is similar with regard to type of work in the past 5 years. This information is material to the award of the Contract.

Attach to this page proof of such appointments and details of completed project. Attached copies of appointment letters, completed certificates or reference letters etc. should be certified.

Six (6) points for a certified copy of appointment letter and 4 points for a certified completion certificate or reference letters).

CLIENT	DESCRIPTION OF PROJECT	APPOINTMENT LETTER	COMPLETION CERTIFICATE OR REFERENCE LETTER	VALUE OF WORK	CONTACT PERSON	CONTACT NO.:
		6 points	4 points			
Max points to be claimed		24	16			
Points claimed						

DESCRIPTION TENDER: THREE YEAR ELECTRICAL MAINTENANCE CONTRACT FOR EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX

FORM T2.8 FINANCIAL REFERENCES (10 POINTS)

1. The tenderer shall attach to this form a letter from the bank at which he declares the conducts of his account. The contents of the bank's letter must state the bank rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's zero points for functionality.

Note "3 points will be awarded for banking details and 7 points for bank rating of C or higher" – The letter should not be more than three months

2. The tenderer's banking details as they appear below shall be completed
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

- i) Name of Account Holder:
- ii) Account Number:
- iii) Bank name:
- iv) Branch Number:
- v) Bank and branch contact details:
- iv) Bank rating must A, B or C to claim points

DESCRIPTION: TENDER: THREE YEAR ELECTRICAL MAINTENANCE CONTRACT FOR EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX

FORM T.2.9 ALL RISK INSURANCE (10 POINTS)

Attached proof of a valid all risk insurance policy (certified copy) from a recognized financial institution registered with the **FINANCIAL SERVICE BOARD**.

			To be complete d By EDM
	Max Points	Claimed Points	Points Allocated
Attached proof of a valid all risk insurance policy	10		

Name of Insurer

Company
Registration number

Insurance Policy Number

DESCRIPTION TENDER: THREE YEAR ELECTRICAL MAINTENANCE CONTRACT FOR EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX

FORM T.2.10 PROJECT AND CONSTRUCTION TEAM (30 POINTS)

The Bidding Entity shall provide the key personnel including proof of CVs and certified qualifications on all full or part-time basis as listed in the schedule below.

Project Team (Attach CV and certified copies of qualifications)

							To be completed By EDM
					Max. Points	Points Claimed	Points Allocated
Proposed Senior Qualified Electrician <u>(Attach CV and certified copy of certificates)</u>							
Name	Position in the team	Qualifications	Professional body registration / 3 Phase wireman's license	Number of years experience (More than 10 years required)	Max. Points	Points claimed	Points Allocated
	Senior Electrician				20		
		TOTAL			20		

DESCRIPTION: TENDER: THREE YEAR ELECTRICAL MAINTENANCE CONTRACT FOR EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX

Project Support Team <u><i>(Attach CV and certified copies of qualifications)</i></u>							To be completed By EDM
					Max. Points	Points Claimed	Points Allocated
Assistant Electrician <u><i>(Attach CV and certified copies of qualifications)</i></u>							
Name	Position in the team	Qualifications	Professional body registration / 3-Phase wireman's license	Number of years experience (More than 5 years required)	Max. Points	Points claimed	Points Allocated
	Assistant - Electrician				10		
		TOTAL			10		

DESCRIPTION TENDER: THREE YEAR ELECTRICAL MAINTENANCE CONTRACT FOR EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX

FORM T.2.11 PLANT AND EQUIPMENT (10 POINTS)

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

1. The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.
2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
 - Major plant for construction works if well identified and 100% is owned and available at start of contract maximum points will be as stated in allocated points if owned column.
 - Maximum points for hired plant will be as stated in the Allocated points for hired plant column.
 - If Quantity required is two with one owned and one hired the tenderer can only score 50% of the points for owned and hired plant.
 - Plant correctly identified and owned will be calculated according to allocated points.
3. Proof of ownership to be submitted and certified copy of e-Natis documents.

Description, size, capacity, etc	Allocate points if owned	Allocated points if hired	Quantity required	Quantity owned	Quantity hired	Points scored
LDV bakkie	10	5	1			
Total	10	5				
Total points allocated						

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ALL ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF

FORM T2.12 FUNCTIONALITY SUMMARY

Description	Form Number	Max Points	Points claimed
PREVIOUS EXPERIENCE / SIMILAR PROJECTS	T2.7	40	
FINANCIAL REFERENCES	T2.8	10	
ALL RISK INSURANCE	T2.9	10	
PROJECT AND CONSTRUCTION TEAM	T2.10	30	
PLANT AND EQUIPMENT	T2.11	10	
<u>Total Points</u>		<u>100</u>	

SIGNED BY TENDERER:

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

PART C.1: CONTRACT DATA

C.1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER

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

CONTRACT NO.: EDM/35/2024-25: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ALL ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the serviceprovider 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 contractidentified in the contract data.

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

Rand.....

.....(in words);

R.....(in figures).

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

Signature

Name

Capacity

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

For the Tenderer

(Name and)

(Address of organization)

Name and signature of witness.....

Signature Date

ACCEPTANCE

By signing this part of this form of offer and acceptance, the client identified below accepts the Tenderer's offer. In consideration thereof, the client shall pay the service provider 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 client and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Returnable Schedule
- Part C4: Scope of work.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now the Consultant) within five working days of the date of such receipt notifies the client 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

Name

Capacity

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

For the Client Ehlanzeni District Municipality

8 Van Niekerk Street,
Mbombela
1200

Name & Surname

Signature of witness Date

SCHEDULE OF DEVIATIONS

1 Subject

Details

2 Subject

Details

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and

Address of organization)

Name and
Signature of witness Date

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

For the Client:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

.....

Name and signature of witness Date

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

C.1.2 CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering (Tel: 011 805 5947).

C.1.3 CONTRACT SPECIFIC DATA PROVIDED BY THE CLIENT

The following **contract specific data** are applicable to this Contract:

Clause		
	Please note that the word “employer” must be erased and replaced with the word “client” in all referred to documentation such as the Standard Professional Services contract (July 2009) (Third Edition of CIDB document 2014)	
1.1.1.13	The Defects Liability Period is 3 months	
1.1.1.14	The contract shall remain in force for a duration of three years	
1.1.1.15	The Client is EHLANZENI DISTRICT MUNICIPALITY	
1.1.1.26	The Pricing strategy is a Re-measurement Contract	
1.2.1.2	The Authorized and Designated representative of the Client is	
	Name: Dr NP Mahlalela Municipal Manager	
	The Client's address for receipt of communications:	
	Physical address: 8 Van Niekerk Street Mbombela 1200	Postal address: PO Box 3333 Mbombela 1200
	Telephone: (013) 759 8500 Fax: (013) 755 3157	
	The Project is for the: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS	
3.6.1	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.	
5.3.1	The Service Provider is required to provide the following insurances: 1. All risk Insurance R200 000.00	

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

5.3.2	The time to submit the documentation required before commencement with Works execution is 7 days
5.8.1	The non-working days are Sunday The special non - working days 1.Public Holidays 2.The year end break starting from the 17 December and ending on 10 January every year.
5.13.1	The penalty for failing to complete the Works is not applicable.
6..10.3	No Retention apply
7.3	The Client will not be responsible for any overtime worked by or overtime payments made to Personnel.
8.1	The Service Provider is to commence the performance of the Services within 14 <u>Days</u> of date that the Contract becomes effective.
8.2.1	When the contract is concluded and shall terminates on the anniversary of the third year.
9.1	Copyright of documents prepared for the Project shall be vested with the <u>Ehlanzeni District Municipality</u>
12	<u>Settlement of disputes</u> is to be in terms of part the Supply chain Management Policy of Ehlanzeni District Municipality

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

C.1.4 DATA PROVIDED BY THE SERVICE PROVIDER

Clause		
1	The Service Provider is:	
5.3	The authorized and designated representative of the Service Provider is:	
	Name:	
	The Service Provider's address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	
1	The Period of Performance is	
5.5 7.1.2	Key Persons and their jobs/Functions related to the services	
	Name and Surname	Specific Duties

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

PART C.2.: PRICING DATA

C.2.1 PRICING DATA & INSTRUCTIONS

1. The consultant is to allocate a budget to each activity in the activity schedule.
2. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
3. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
4. The budget allocated to each activity and the total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
5. The standard Professional Services, the Contract Data, the Specifications (including the Project Specifications shall be read in conjunction with the schedule of Activities.)
6. The Schedule of Activities comprises items covering the consultant's profit and costs of general liabilities and includes costs of all services.
7. The amounts and rates to be inserted in the Schedule of Activities shall be the full inclusive amounts to the Client for the work described under the several referred to payment items. Such amounts shall cover all the costs and expenses that may be required in and for the professional services described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities, insurance and obligations set forth or implied in the documents on which the Tender is based.
8. 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. (Service provision for each item.)

Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to the work.

Amount: the quantity of an item multiplied by the Tendered rate of the (same) item.

Sum: An amount Tendered 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.

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Provisional Sum: A provisional amount allowed for by the client for an item or items, and the Tenderer is allowed a mark-up (handling cost), in the following item measured in percentage (%).

9. Annual adjustment of rate. The appointment will be made for a period of three years and as such the contractor must price for both year 1, year 2 and year 3 and all together in the summary sheet.

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C2.2 SCHEDULE OF ACTIVITIES

The following is a schedule that takes note of the prices that the Tenderer is offering:

ITEM	DESCRIPTION	UNIT	QTY	YEAR 1	YEAR 2	YEAR 3	TOTAL FOR THREE YEARS
				RATE	RATE	RATE	
1	<u>MINIATURE CIRCUIT BREAKERS (5kA)</u>						
a	5 Amp to 20 Amp, SP SF1-G3	No	1				
b	25 Amp to 60 Amp, SP SF1-G3	No	1				
c	70 Amp to 80 Amp, SP SF1-G3	No	1				
d	5 Amp to 20 Amp, DP SF2-G3	No	1				
e	25 Amp to 60 Amp, DP SF2-G3	No	1				
f	5 Amp to 20 Amp, TP SF3-G3	No	1				
g	25 Amp to 60 Amp, TP SF3-G3	No	1				
h	70 Amp to 28 Amp, TP SF3-G3	No	1				
i	90 Amp to 100 Amp, TP SF3-G3	No	1				
2	<u>MINIATURE CIRCUIT BREAKER (10kA)</u>						
a	100 Amp TP	No	1				
3	<u>MINIATURE CIRCUIT BREAKER (2.5 kA)</u>						
a	10 Amp to 20 Amp, SP SA1-G3	No	1				
b	25 Amp to 35 Amp, SP SA1-G3	No	1				
c	40 Amp to 60 Amp, SP SA1-G3	No	1				

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d	10 Amp to 20 Amp, DP SA2-G3	No	1				
e	25 Amp to 35 Amp, DP SA2-G3	No	1				
f	40 Amp to 50 Amp, DP SA3-G3	No	1				
g	10 Amp to 200 Amp, TP SA3-G3	No	1				
h	25 Amp to 35 Amp, TP SA3-G3	No	1				
i	40 Amp to 60 Amp, TP SA3-G3	No	1				
	TOTAL SECTION 3						
4	<u>ACCESSORIES FOR CIRCUIT BREAKER</u>						
a	Adaptor clip	No	1				
	TOTAL SECTION 4						
5	<u>ISOLATORS (2.5kA)</u>						
a	60 Amp DP SA2-G0	No	1				
b	60 Amp TP SA3-G0	No	1				
	TOTAL SECTION 5						
6	<u>ISOLATORS (5kA)</u>						
a	60 Amp DP SF2-G0	No	1				
b	100 Amp DP SF2-G0	No	1				
c	60 Amp TP SF3-G3	No	1				
d	100 Amp TP SF3-G3						
	TOTAL SECTION 6						
7	<u>EARTH LEAKAGE UNITS (5Ka)</u>						
a	Single Phase 30-60 Amp SF 15A	No	1				
b	Three Phase 30-60 Amp SF 36A	No	1				
	TOTAL SECTION 7						
8	<u>EARTH LEAKAGE UNITS (2.5Ka)</u>						
a	Single Phase 30-60 Amp QA 15A	No	1				
b	Three Phase 30-60 Amp SA 36A	No	1				
	TOTAL SECTION 8						

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9	<u>MINIATURE CIRCUIT BREAKER (5kA)</u> <u>MERLIN GERLIN TYPE</u>						
a	5 Amp to 20 Amp, SP	No	1				
b	25 Amp to 60 Amp, SP	No	1				
c	5 Amp to 20 Amp, DP	No	1				
d	25 Amp to 63 Amp, DP	No	1				
e	25 Amp to 60 Amp, TP	No	1				
f	25 Amp to 63 Amp, TP	No	1				
		TOTAL SECTION 9					
10	<u>EARTH LEAKAGE UNITS(5kA) MERLIN</u> <u>GERLIN TYPE</u>						
a	Single phase 32-63 Amp						
		TOTAL SECTION 10					
11	<u>LIGHT SENSITIVE PHOTO-</u> <u>ELECTRICAL SWITCH</u>						
a	National ZS20AR	No	1				
b	National photo cell mounted in a 2D- Bulkhead shell ZS20AR	No	1				
c	2D-bulkhead shell only	No	1				
		TOTAL SECTION 11					
12	<u>ELEMENTARY SUBMERSIBLE TYPE</u> <u>(GEYSER) URN</u>						
a	2 Kw Submersible type	No	1				
b	For Electrical Urn	No	1				
		TOTAL SECTION 12					
13	<u>THERMOSTATS</u>						
a	For warm water Cylinder V.K. 11	No	1				
b	For Electrical Urn	No	1				
		TOTAL SECTION 13					
14	<u>BALLAST</u>						

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a	2.4m (2 tube/slimline)	75 watt	No	1				
			TOTAL SECTION 14					
15	<u>CHOKES</u>							
a	1.5m (switch start)	58/ 65 watt	No	1				
b	1.2m (swith/start)	36/40 watt	No	1				
c	125watt MV		No	1				
d	70 watt HPS		No	1				
e	80watt MV		No	1				
f	16watt 2D		No	1				
g	9watt PL 9		No	1				
			TOTAL SECTION 15					
16	<u>FLUORESCENT TUBES</u>							
a	2,4m		No	1				
b	1,5m		No	1				
c	1,2m		No	1				
d	16 W 2D		No	1				
e	9 Watt PL9		No	1				
f	21 W E.S energy saver lamp (cool white)		No	1				
			TOTAL SECTION 16					
17	<u>LAMPS</u>							
a	70 W ES HPS		No	1				
b	80 W ES HPS		No	1				
c	125 W MV		No	1				
d	100 W BC (bulb)		No	1				
e	100 W ES (bulb)		No	1				
			TOTAL SECTION 17					
18	Starter for fluorescent lamps		No	1				
			TOTAL SECTION 18					

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19	<u>LIGHT FITTINGS</u>						
a	2x1.5m open channel F/scent including lamps	No	1				
b	16 W 2D round aluminium Bulkhead C/W Lamps	No	1				
c	2x9W Round aluminium bulkhead C/W lamps	No	1				
d	2x1.2m open channel F/scent including lamps	No	1				
e	Excess type Bulkhead Ex FI R 125 MV/G (complete with lamp) 150 porcelain gallery and glass sphere complete with	No	1				
f	Porcelain ES lamp holder and 100 Watt lamp 200mm porcelain gallery and glass sphere complete	No	1				
g	Porcelain ES lamp holder and 100 Watt lamp	No	1				
		TOTAL SECTION 19					
20	<u>SIREN AND BELL (REPLACE)</u>						
a	100mm range equal and similar to the banshee type (250V)	No	1				
b	150mm dia (230V) bell equal and similar to Gents Model 500AC	No	1				
		TOTAL SECTION 20					
21	<u>AREA LIGHTING (HIGH LEVEL)</u>						
a	250 watt HPS lamp	No	1				
b	250 watt HPS choke	No	1				
c	400 watt HPS lamp	No	1				
d	400 watt HPS choke	No	1				
e	GEC type highway 90 (SOX) lamp	No	1				
f	GEC type highway 90 (SOX) choke	No	1				

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g	250 watt MV lamp	No	1				
h	250 watt MV choke	No	1				
	TOTAL SECTION 21						
22	<u>PVC WIRE PER METER (STRANDED COPPER)</u>						
a	1.5 mm2	m	1				
b	2.5mm2	m	1				
c	4mm2	m	1				
d	6mm2	m	1				
e	10mm2	m	1				
f	16mm2	m	1				
	TOTAL SECTION 22						
23	<u>BARE COPPER EARTH WIRE PER METER (STRANDED COPPER)</u>						
a	2,5mm2	m	1				
b	4mm2	m	1				
c	6mm2	m	1				
d	10mm2	m	1				
e	16mm2	m	1				
	TOTAL SECTION 23						
24	<u>LIGHT SWITCHES. FLUSH MOUNTED COMPLETE WITH COVER (16A)</u>						
a	1 Way, 1 lever 100x50	No	1				
b	1 Way, 2 lever 100x50	No	1				
c	1 Way, 3 lever 100x50	No	1				
d	2 Way, 1 lever 100x50	No	1				
e	2 Way, 2 lever 100x50	No	1				
	TOTAL SECTION 24						
25	<u>LIGHT SWITCHES. INDUSTRIAL TYPE. SURFACE MOUNTED WITH COVER (16A)</u>						

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a	1 Way, 1 lever	No	1				
b	1 Way, 2 lever	No	1				
c	1 Way, 3 lever	No	1				
d	1 Way, 16A watertight	No	1				
	TOTAL SECTION 25						
26	<u>SOCKET OUTLETS (16A. 3 PIN)</u>						
a	Flush mounted compete with cover 100x100	No	1				
b	Surface mounted domestic type c/w cover 100x50	No	1				
	TOTAL SECTION 26						
27	<u>ELECTRICAL STOVES INDUSTRIAL</u>						
a	Solid stove plate 150mm	No	1				
b	Solid stove plate 225mm	No	1				
c	Oven thermostat switch	No	1				
d	3 Heat oven Switch	No	1				
e	Stove-simmer-state switch	No	1				
f	Oven element-top	No	1				
g	Oven element-top bottom	No	1				
h	Element for warmer drawer	No	1				
i	Stove fuse	No	1				
j	17T Rockers switch, ON, OFF	No	1				
	TOTAL SECTION 27						
28	<u>ISOLATORS (STOVES AND GEYSERS</u>						
a	60 A Double pole 100x100	No	1				
b	61 A Double pole NWI	No	1				
	TOTAL SECTION 28						
29	<u>EXTENSION BOXES</u>						
a	100mmx50mm cover plate	No	1				

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b	100mmx50mm open type	No	1				
c	Pratley Box (3-way) 25mm	No	1				
		TOTAL SECTION 29					
30	<u>BLANK COVER PLATES (PAINTED)</u>						
a	100mmx50mm cover plate	No	1				
b	100mmx100mm cover plate	No	1				
		TOTAL SECTION 30					
31	<u>CABLE TRENCHING INCLUDING BACKFILLING, COMPACTING AND PROVISION OF LAYING 75mm SAND BEDDING ABOVE AND BELOW CABLES IN THE EVENT OF CABLE FAULT FINDING</u>						
a	Excavation in earth (pickable ground)	m ³	1				
b	Excavation in soft earth	m ³	1				
c	Excavation in hard rock	m ³	1				
		TOTAL SECTION 31					
32	<u>PVC ARMoured CABLE IN TRENCH</u>						
a	4mm2x3 core	m	1				
b	6mm2x3 core	m	1				
c	6mm2x4 core	m	1				
d	10mm2x3 core	m	1				
e	10mm2x4 core	m	1				
f	16mm2x3 core	m	1				
g	16mm2x4 core	m	1				
h	25mm2x3 core	m	1				
i	25mm2x4 core	m	1				
j	35mm2x4 core	m	1				
k	50mm2x4 core	m	1				
l	70mm2x4 core	m	1				

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m	95mm2x4 core	m	1				
		TOTAL SECTION 32					
33	<u>EARTH WIRE LAID IN CABLE TRENCH (BARE COPPER)</u>						
a	16mm2	m	1				
b	25mm2	m	1				
		TOTAL SECTION 33					
34	<u>APPROVED EPOXY- RESIN PRESSURE TYPE CABLE JOINT INCLUDING PREPARATION OF JOINTING HOLE. BACKFILLING COMPAKTING AND PROVISION OF LAYING 75mm SAND BEDDING ABOVE AND BELOW JOINTSIN THE EVENT OF CABLE FAULT FINDING</u>						
a	6mm2x3 core	No	1				
b	10mm2x3 core	No	1				
c	16mm2x4 core	No	1				
d	25mm2x3 core	No	1				
e	25mm2x4 core	No	1				
f	50mm2x4 core	No	1				
g	95mm2x4 core	No	1				
		TOTAL SECTION 34					
35	<u>STEEL CABLE GLAND (PRATLEY TYPE)C/W SHROUDS</u>						
a	Size 1	No	1				
b	Size 2	No	1				
c	Size 3	No	1				
d	Size 4	No	1				
e	Size 5	No	1				

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		TOTAL SECTION 35					
36	<u>CONDUIT INSTALLED ON SURFACE AND IN ROOFSpace C/W SMALL MATERIALS</u>						
a	20mm galv. Steel plain END 0.9mm thick	m	1				
b	25mm as above	m	1				
c	20mm black. Steel plain END 0.9mm thick	m	1				
d	25mm as above	m	1				
e	32mm galv. Conduit (threaded)	m	1				
f	50mm galv. Conduit (threaded)	m	1				
g	20mm PVC (SABS approved)	m	1				
h	25mm PVC (SABS approved)	m	1				
		TOTAL SECTION 36					
	NOTE:!!!! LABOUR AND MATERIAL ITEM RATES BELOW ARE APPLICABLE FOR NON-SCHEDULED ITEMS ONLY						
37	<u>LABOUR</u>						
	The rates of labour will be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds, etc, for normal working hours, as well as for transport costs including traveling time.						
a	(Normal working hours)- Electrician	hours	1				
b	(Normal working hours)- Labourer	hours	1				
		TOTAL SECTION 37					
38	<u>NON SCHEDULED MATERIALS</u>						

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	The costs of non-scheduled materials shall be deemed to include for the cost of material, after deduction of any discount and delivery to site. Maximum of 20% mark-up shall be allowed.						
a	Overtime rates will only be applicable to emergency services, which cannot be held over as per clause C1.3 (16) of Scope of work						
b	Unauthorised overtime due to the contractor's failure to complete a service in normal time will not be applicable unless authorised by Facility Manager.	hour	1				
c	See Clause C 3.1 (17) (NOTES TO TENDERS) with regard to transport costs	Per Km	1				
	TOTAL SECTION 38						
39	<u>CERTIFICATES</u>						
a	Annual issue of COC	Sum	1				
b	Testing of Emergency back-up Generator monthly	month	12				
c	Earth Leakage testing on 6 monthly basis and maintain logbook for whole complex	Per year	2				
	TOTAL SECTION 39						

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SUMMARY (EXCLUDING VAT)			
SECTIONS	YEAR 1	YEAR 2	YEAR 3
Section 1			
Section 2			
Section 3			
Section 4			
Section 5			
Section 6			
Section 7			
Section 8			
Section 9			
Section 10			
Section 11			
Section 12			
Section 13			
Section 14			

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Section 15			
Section 16			
Section 17			
Section 18			
Section 19			
Section 20			
Section 21			
Section 22			
Section 23			
Section 24			
Section 25			
Section 26			
Section 27			
Section 28			
Section 29			
Section 30			
Section 31			

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Section 32				
Section 33				
Section 34				
Section 35				
Section 36				
Section 37				
Section 38				
Section 39				TOTALS FOR THREE YEARS (CARRIED TO FORM OF TENDER)
SUB TOTAL	R	R	R	R
ADD 15% VAT	R	R	R	R
TOTAL	R	R	R	R

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/ our tender for TENDER No. EDM/35/2024-25: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ALL ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS has been based.

SIGNED ON BEHALF OF THE TENDERER:

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS OF ELECTRICAL WORKS AT THE EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX FOR A PERIOD OF THIRTY-SIX (36) MONTHS

PART C.3: SCOPE OF SERVICE

C.3.1 SCOPE OF WORKS AND DESCRIPTION

The scope of work envisaged can briefly be defined as follows:

NOTE:

1. The Contractor must issue a COC for the office complex of Ehlanzeni District Municipality on an annual basis.
2. The Contractor must perform an Earth Leakage tests on a 6 monthly basis and keep a logbook to be submitted to the facilities manager.
3. Surface electrical cables will not be allowed must be chased in walls and must follow the Architectural aesthetics of the building.
4. Contractor must have a minimum of 10 years experience.
5. The contractor must be registered with the Electrical Contracting board, failure will result in disqualification.
6. Contractor must have a 3 Phase wireman's license.
7. The contractor must have experience on standby diesel generator.
8. The replacement of any electrical equipment must match existing equipment.
9. Only one quotation is required from the Contractor for all amounts for material that is not listed in BoQ.
10. Prior approval of quotations by the Facility manager is required before the Contractor proceed with purchase of material.
11. The Contractor must submit a worksheet (costing) for approval that include labour, material, travel and any other cost for each task prior to commencement of the task.
12. The contractor must test and check the Emergency backup generator monthly and maintain a logbook to be submitted to Facility Manager. Prior approval is required if any repairs is required.
13. The Contractor must also check the electrical functioning of the backup generator on a monthly basis.
14. Overtime for emergency work must be approved by the Facility Manager prior to work and log sheet must be submitted within 24 hours of completion of the works.
15. The Contractor must price for transport cost for material and equipment required from locations outside the boundaries of Mpumalanga.

C.3.2 FORMAT OF COMMUNICATION

All requests for formal approval from the contractor, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

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C.3.3 MANAGEMENT MEETINGS

Other than attendance at at-least monthly site meetings once the construction contract is let, there are no requirements for a regular management meeting in respect of this project. The Service Provider shall however convene management meetings on an ad-hoc basis as and when necessary, and when called upon to do so by the Employer. The Service Provider shall be represented at these meetings by at-least one of the key personnel.

C.3.4 CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses.

C.3.5 EMPLOYERS RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance of the Service Provider which inhibits the progress of the construction contractor and which leads to an extension of time with costs.

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C.3.6 LOCATION

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