



## DEPARTMENT: PUBLIC WORKS

**PROJECT DESCRIPTION: PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

**BID NO: PW 021/2023**

**BID SUBMITTED BY:**

**NAME OF BIDDING ENTITY** : .....

**ADDRESS** : .....

**CONTACT NUMBER** : .....

**CONTACT PERSON** : .....

**BID AMOUNT** (VAT Incl) : .....

**AMOUNT IN WORDS** : .....  
.....

**ISSUED BY:**

Dihlabeng Local Municipality  
No. 9 Muller Street  
P.O. Box 551  
**BETHLEHEM**  
9700

**Tel. No.:** (058) 303 5732  
**Fax No.:** (058) 303 4703

**CLOSING DATE : 17 April 2023**

## **BIDDER'S QUESTIONNAIRE**

NO.	QUESTION	BIDDER'S RESPONSE
1	Have you initialed all the pages of the BID document?	* YES / NO
2	Have you completed and signed the Returnable Schedules?	* YES / NO
3	Have you completed/signed and submitted all relevant information as requested by the Evaluation Schedules <b>(as and when required)?</b>	* YES / NO
4	Have you submitted <b>Tax Clearance reference number and tax compliance status pin?</b>	* YES / NO
5	Have you completed and signed the MBD 4 form - Declaration of Interest?	* YES / NO
6	Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements <b>(as and when required)?</b>	* YES / NO
7	Have you taken note of the contents of part 5 of MBD 6.1 to substantiate your B-BBEE rating claims, and have you submitted an <b>original and valid or certified copy</b> of your Company's B-BBEE certificate to qualify for preference points?	* YES / NO
8	Have you completed and signed the following forms: - MBD 7.1 Form – Contract form for purchase of goods/works? - MBD 7.2 Form - Contract Form for rendering of Services? <b>(as and when required)</b>	* YES / NO
9	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	* YES / NO
10	Have you completed the Form of Offer (C1.1) in <b>WORDS</b> as well as in <b>FIGURES</b> ?	* YES / NO
11	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	* YES / NO
12	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	* YES / NO

\* Delete whichever is not applicable

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER: PW021/2023

BID DOCUMENT

**APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE  
AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN  
REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY: .....

PHYSICAL STREET ADDRESS	POSTAL ADDRESS

TELEPHONE NUMBER : .....

FAX NUMBER : .....

E-mail ADDRESS : .....

DATE : .....

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER: PW021/2023

BID DOCUMENT

**APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

THE BID

PART T1 Bidding Procedures

T1.1 Bid Notice and Invitation to Bid

T1.2 Bid Data

Standard Conditions of Tender

PART T2 Returnable Documents (All documents / schedules are returnable)

T2.1 List of Returnable Documents

T2.2 Returnable Schedules (Included in T2.1)

The following documents must be completed and signed (where applicable) and submitted as a complete set.

Document		Colour of pages
Number	Heading	
T1.1	Bid Notice and Invitation to Bid	White
T1.2	Bid Data	White
	Standard Conditions of Tender	White
T2.1	List of Returnable Documents	White
T2.2	Returnable Schedules(Included in T 2.1)	White
C1.1	Form of Offer and Acceptance	White
C1.2	Contract Data	White
C2.1	Pricing Instructions	White
C2.2	Activity Schedule	White
C3	Scope of Work	White

## **INVITATION TO BID**

### **DIHLABENG LOCAL MUNICIPALITY**

#### **APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

**Contract number: PW021/2023**

Acceptable bids will be evaluated in terms of 80/20 Points System as per 2011 Regulations of PPPFA.

Bid documents will be available as from **12H00 on 20 March 2023**, upon payment of a cash non-refundable document fee of R1000,00 per set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 or it can be downloaded from municipal website.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in bid box, on the Ground Floor, the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12H00 on 17<sup>th</sup> April 2023**. All bids shall hold good for 180 days as from the closing date of bids.

Enquiries must be directed to Mr. SM Masoeu (Manager: Electricity Section) on Tel: 058 303 5732/ 072 5073 526.

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

The compulsory documents stated in the document must be submitted together with the Bid Document.

Bids will be opened in public as soon as possible after the closing time. The municipality reserves the right to reject any and all tenders at any time.

## DIHLABENG LOCAL MUNICIPALITY TERMS OF REFERENCE

### 1. INTRODUCTION

Dihlabeng Local Municipality has a municipal Water Abstraction point and Water Treatment Works to fulfil its mandate of supplying water to its communities.

### 2. DEFINITION

The purpose of the tender is to source the services of a suitably qualified, experienced competent service provider to **APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

### 3. DEMARCATION

Please see detailed information in tender specifications.

### 4. SCOPE OF WORK

Please see detailed information in tender specifications.

### 5. HEALTH AND SAFETY PLAN

Service providers must comply with health & safety act environmental control act for the duration of the tender as prescribed in the Occupational Health and Safety Act. The successful service provider must submit a signed off health & safety plan which include all the depots.

### 6. DELIVERY

Delivery of the services will be finalised once the appointment and the service level agreement is concluded by all relevant parties.

### 7. SPECIAL CONDITION

#### 7.1 SITE ESTABLISHMENT

The successful Tenderer shall provide all the facilities required to enable him to undertake the Contract Works.

#### 7.2 STANDARDS AND CODES OF PRACTICE

All installation work shall comply with the following Specifications, Legal Requirements and Codes of Practice:

LEGISLATION, STANDARDS AND CODES OF PRACTICE – ELECTRICAL RELATED	
NUMBER	TITLE
OHSA	Occupation Health & Safety Act (act 85 of 1993), with Regulations included
BS 1363-2	13 A plugs, socket-outlets, adaptors and connection units – Specification for 13 A switched and un-switched socket outlets
ISO 9001 – 9004	Quality Management Systems
ISO 3046-1	Part 1: Standard reference conditions, declarations of power, fuel and lubricating oil consumptions, and test methods

ISO 3046-3	Part 3: Test measurements
ISO 3046-4	Part 4: Speed governing
ISO 3046-5	Part 5: Torsional vibrations
ISO 3046-6	Part 6: Over speed protection
ISO 3046-7	Part 7: Codes for engine power
NRS 048-4	Quality of supply
NRS 0424-1	Diesel alternator set Part1: Diesel alternator sets for fixed installations-Preferred requirements for application their organization's by the DC and standby equipment representative user group.
SANS 10086-1	The installation, inspection and maintenance of equipment used in explosives atmospheres Part 1: Installations including surface installations on mines.
SANS 204	Energy efficiency in buildings
SANS 10108	The classification of hazardous locations and the selection of apparatus for use in such locations.
SANS 1012	Electric light dimmers
SANS 10142-1	The wiring of premises. Part 1: Low-voltage installations
SANS 1019	Standard voltages, currents and insulation levels for electricity supply
SANS 10198-1-14	The selection, handling and installation of electric power cables of rating not exceeding 11 kV. Parts 1 to 13
SANS 10199	The design and installation of earth electrodes
SANS 1029	Miniature substations
SANS 10292 (SABS 0292)	Earthing of low-voltage (LV) distribution systems.
SANS 10313	The protection of structures against lightning
SANS 1063	Earth rods, couplers and connections
SANS 1065-1 & 2	Metal conduits and fittings (screwed-end
SANS 1085	Wall outlet boxes for the enclosure of electrical accessories
SANS 1195	Bus bars.
SANS 10114-1	Interior lighting Part 1: Artificial lighting of interiors
SANS 10114-2	Interior lighting Part 2: Emergency lighting
SANS 1213	Mechanical cable glands
SANS 1239	Plugs, socket-outlets and couplers for industrial purposes
SANS 1339	Electric cables – Cross-linked polyethylene (XLPE) insulated cables for voltages 3,8/6,6 kV to 19/33 kV
SANS 1411-1	Materials of insulated electric cables and flexible cords – Part 1: Conductors
SANS 1418-1	Aerial bundled conductor systems – Part 1: Cores.
SANS 1433-1	Electrical terminals and connectors – Part 1: Terminal blocks having screw and screw less terminals.
SANS 1433-2	Electrical terminals and connectors – Part 2: Flat push-on connectors.
SANS 1473-1	Low-voltage switchgear and control gear assemblies – Part 1: Type-tested, partially type-tested and specially tested assemblies with a rated short-circuit withstand strength above 10 kea
SANS 1507-1 Parts 1-6	Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V)
SANS 156	Molded-case circuit-breakers
SANS 1574-3	Electric flexible cores, cords and cables with solid extruded dielectric insulation – Part 3: PVC-insulated cores and cables.

SANS 1574-5	Electric flexible cores, cords and cables with solid extruded dielectric insulation – Part 5: Rubber-insulated cores and cables.
SANS 1632-1	Batteries Part 1: General information-Definitions, abbreviations and symbols
SANS 164-0 parts 1 - 6	Plug and socket-outlet systems for household and similar purposes for use in South Africa
SANS 1665	Metal-clad switchgear for rated a.c. voltages above 1 kV and up to and including 36 kV – General requirements and methods of test
SANS 1765	Low-voltage switchgear and control gear assemblies (distribution boards) with a rated short-circuit withstand strength up to and including 10 kA
SANS 1777	Photoelectric control units for lighting (PECUs)
SANS 1799	Watt-hour meters – AC electronic meters for active energy
SANS 1874	Metal-enclosed ring main units for rated a.c. voltages above 1 kV and up to and including 24 kV.
SANS 1973-1	Part 1 Type tested Assemblies with Stated deviations and a rated short circuit withstand strength over 10kA
SANS 1973-3	Low-voltage switchgear and control gear ASSEMBLIES – Part 3: Safety of ASSEMBLIES with a rated prospective short circuit current of up to and including 10 kA
SANS 1973-8	Low-voltage switchgear and control gear ASSEMBLIES – Part 8: Safety of minimally tested ASSEMBLIES (MTA) with a rated short-circuit current above 10 kA and a rated bus bar current of up to and including 1 600 A a.c. and d.c
SANS 337	Stove couplers
SANS 529	Heat-resisting wiring cables
SANS 556-1	Low-voltage switchgear – Part 1: Circuit-breakers
SANS 60044-1 to 5	Instrument transformers – Part 1 to 5
SANS 60079 (all parts)	Electrical apparatus for explosive gas atmospheres
SANS 60137	Insulated bushings for alternating voltages above 1 000 V
SANS 60265-1	High-voltage switches – Part 1: Switches for rated voltages above 1 kV and less than 52 kV
SANS 60269-1	Low-voltage fuses
SANS 60282-1	High-voltage fuses – Part 1: Current-limiting fuses
SANS 60282-2	High-voltage fuses – Part 2: Expulsion fuses
SANS 60309-1	Plugs, socket-outlets and couplers for industrial purposes – Part 1: General requirements
SANS 60439-1 to 5	Low-voltage switchgear and control gear Assemblies Parts 1 to 5
SANS 60502-4	Power cables with extruded insulation and their accessories for rated voltages from 1 kV (Um = 1,2 kV) up to 30 kV (Um = 36 kV) – Part 4: Test requirements on accessories for cables with rated voltages from 6 kV (Um = 7,2 kV) up to 30 kV (Um = 36 kV).
SANS 60529	Degrees of protection provided by enclosures (IP Code).
SANS 60669-1	Switches for household and similar fixed electrical installations – Part 1: General requirements.
SANS 60669-2-1/	Switches for household and similar fixed electrical installations – Part 2-1: Particular requirements – Electronic switches.
SANS 60896-21	Stationary Lead Acid Batteries Part 21: Valve regulated types- Methods of Test
SANS 60896-22	Stationary Lead Acid Batteries Part 21: Valve regulated types-Requirements
SANS 60947-2	Low-voltage switchgear and control gear – Part 2: Circuit-breakers
SANS 60947-3	Low-voltage switchgear and control gear – Part 3: Switches, disconnectors, switch-disconnectors and fuse combination units.
SANS 60947-4-1	Low-voltage switchgear and control gear – Part 4-1: Contactors and motor-starters – Electromechanical contactors and motor-starters
SANS 60947-4-2	Low-voltage switchgear and control gear – Part 4-2: Contactors and motor-starters – AC semiconductor motor controllers and starters.



SANS 60947-4-3	Low-voltage switchgear and control gear – Part 4-3: Contactors and motor-starters – AC semiconductor controllers and contactors for non-motor loads
SANS 60947-5-5	Low-voltage switchgear and control gear – Part 5-5: Control circuit devices and switching elements Electrical emergency stop device with mechanical latching function
SANS 60947-6-1	Low-voltage switchgear and control gear – Part 6-1: Multiple function equipment –Transfer switching equipment.
SANS 61000-3-4	Electromagnetic compatibility - Limitation of emission of harmonic currents in low-voltage power supply systems for equipment with rated current greater than 16 A
SANS 61000-4-7	General guide on harmonics and inter-harmonics measurements and instrumentation, for power supply systems and equipment connected thereto
SANS 61008-1	Residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCCBs) – Part 1: General rules.
SANS 61084-1	Cable trucking and ducting systems for electrical installations – Part 1: General requirements.
SANS 61238-1	Compression and mechanical connectors for power cables for rated voltages up to 30 kV (Um = 36 kV) – Part 1: Test methods and requirements
SANS 61312-3	Protection against lightning electromagnetic impulse – Part 3: Requirements of surge protective devices (SPDs).
SANS 61347-2-2	Lamp control gear – Part 2-2: Particular requirements for d.c. or a.c. supplied electronic step-down convertors for filament lamps
SANS 61386-1	Conduit systems for cable management – Part 1: General requirements.
SANS 61386-21	Conduit systems for cable management – Part 21: Particular requirements – Rigid conduit systems
SANS 61386-22	Conduit systems for cable management – Part 22: Particular requirements – Pliable conduit systems.
SANS 61386-23	Conduit systems for cable management – Part 23: Particular requirements – Flexible conduit systems
SANS 61558-1	Safety of power transformers, power supplies, reactors and similar products – Part 1: General requirements and tests.
SANS 61641	Arc Testing
SANS 61643-1	Low-voltage surge protective devices – Part 1: Surge protective devices connected to low-voltage power distribution systems – Requirements and tests.
SANS 61643-12	Low-voltage surge protective devices – Part 12: Surge protective devices connected to low-voltage power distribution systems – Selection and application principles
SANS 62053-11	Electricity metering equipment (a.c.) – Particular requirements – Part 11: Electromechanical meters for active energy (classes 0,5, 1 and 2).
SANS 62053-21	Electricity metering equipment (a.c.) – Particular requirements – Part 21: Static meters for active energy (classes 1 and 2).
SANS 62271 All Parts	High-voltage switchgear and control gear
SANS 62305-1	Protection of structures against lightning Part 1: General principles
SANS 62305-1	Protection against lightning – Part 1: General principles.
SANS 62305-2	Protection against lightning – Part 2: Risk management.
SANS 62305-3	Protection against lightning – Part 3: Physical damage to structures and life hazard
SANS 62305-4	Protection against lightning – Part 4: Electrical and electronic systems within structures
SANS 767-1	Earth leakage protection units – Part 1: Fixed earth leakage protection circuit-breakers.
SANS 780	Distribution transformers
SANS 950	Un-plasticized polyvinyl chloride rigid conduit and fittings for use in electrical installations
SANS 60044-1	Instrument transformers Part 1: Current transformers
SANS 60044-2	Instrument transformers Part 2: Inductive voltage transformers
SANS 60265-1	High-voltage switches Part 1: Switches for rated voltages above 1 kV and less than 52 kV

SANS 62271-200	A.C. metal-enclosed switchgear and control gear for rated voltages above 1 kV and up to and including 52 kV
SANS 60439-1	Low-voltage switchgear and control gear assemblies Part 1: Type tested and partially type-tested assemblies
SANS 60529	Degrees of protection provided by enclosures (IP code)
SANS 60947-1	Low-voltage switchgear and control gear Part 1: General rules
SANS 60947-2	Low-voltage switchgear and control gear Part 2: Circuit-breakers
SANS 60947-4	Low-voltage switchgear and control gear Part 4: Contactors and motor-starters
SANS 60947-5	Low-voltage switchgear and control gear Part 5: Control circuit devices and switching elements
SANS 60947-6	Low-voltage switchgear and control gear Part 6: Multiple function equipment
SANS 61439-1	LV Control-Gear and assemblies
SANS 60076 1-21	Power Transformers
SANS 10400	Code of Practice for the Application of the National Building Regulations (as amended)
	Dihlabeng Local Municipality requirements
	Electricity Regulation Act, No 4 of 2006 (as amended)
	The National Building Regulations and Building Standards Act 1996 (Act 29 of 1996) (as amended)
	Local Municipal By-Laws and any special requirements of the local supply authority
	Energy Code of Conduct for all Government Buildings
	National and Local Authority Fire Regulations and SANS 10400-T: 2011 (Ed 3)
	ICASA Regulations
	Construction Regulations 2003
	The Local Government Act 1998 (Act 10 of 1998 , municipal by-laws and any special requirements of the local supply authority
	The Fire Brigade Services Act 2000 (Act 14 of 2000)
	The Post Office Act 1998 (Act 124 of 1998)
	The Electricity Act 1996 (Act 88 of 1996)
	The Regulations of the local Gas Board where applicable
	The National Water Act 1998 (Act no. 36 of 1998)
	The Water Services Act 1997 (Act no. 108 of 1997)
	The General Authorizations (Water act)
	The Environmental Conservation Act 1998 (Act no. 73 of 1989)
	The National Environmental Management Act 1998 (Act no. 107 of 1998)

CLAUSE NUMBER	
	<p>The Standard Conditions of Bid for procurement makes several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Bid</p>
1.1	The Employer is Dihlabeng Local Municipality
1.2	<p>The single volume approach is adopted for this contract.</p> <p>The list of Returnable Documents identifies which of the documents a bidder must complete when submitting a bid offer. The bidder must submit the bid offer by completing the Returnable Documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to Dihlabeng Local Municipality bound up as it was when it was received.</p> <p>The bid documents issued by the Employer comprise of the following:</p> <p><b>Bid</b>  <b>Part T1: Bidding procedures</b></p> <p>T1.1 – Bid notice and invitation to bid  T1.2 – Bid data  T1.3 – Standard Conditions of Bid</p> <p><b>Part T2: Returnable documents</b>  T2.1- List of returnable documents  T2.2 – Returnable schedules</p> <p><b>CONTRACT</b>  <b>Part C1: Agreements and contract data</b>  C1.1 Form of offer and acceptance  C1.2 Contract data</p> <p><b>Part C2: Pricing Schedule</b>  C2.1 Pricing Instructions  C2.2 Priced fees and disbursements</p> <p><b>Part C3: Scope of work</b>  C3 Scope of work</p>
1.3	<p>The employer's agent is:</p> <p><b>Name:</b> Mr. SM Masoeu  <b>Capacity:</b> Manager: Electricity Section  <b>Address:</b> Dihlabeng Local Municipality, P.O. Box 551, Bethlehem, 9700  <b>Tel.:</b> 058 303 5732  <b>Fax:</b> 058 303 4703  <b>E-mail:</b> <a href="mailto:samuelm@dihlabeng.co.za">samuelm@dihlabeng.co.za/</a> dlmelectricity@gmail.com</p>
2.1	

	Only those bidders who satisfy the following eligibility criteria are eligible to submit bids: <b>1.</b> Bidder has the managerial capacity, reliability and experience regarding the nature of the project
<b>2.2</b>	<b>Briefing Session Details : N/A</b> <b>Time :</b> <b>Date:</b>
<b>2.3</b>	The closing date for submission of Bid offer is 17 April 2023
<b>2.4</b>	No alternative offers will be accepted
<b>2.5</b>	Additional copies of the bid offer will not be required
<b>2.6.1</b> <b>2.6.2</b>	The employer's address for delivery of bid offer and identification details to be shown on such bid offer package are:  <b>Location of Bid box:</b> Dihlabeng Local Municipality <b>Physical address:</b> No. 9 Muller Street East, Bethlehem, 9700  <u>Identification details:</u> As indicated in the bid notice
<b>2.7</b>	A two-envelope procedure will not be followed.
<b>2.8</b>	The bidder is required to submit with the bid Tax Clearance reference number and tax compliance status pin issued by the South African Revenue Services and Valid CSD pin
<b>2.9</b>	The location for opening of the bid offers, immediately after the closing time thereof shall be at: <b>Time:</b> 12H00 on the 17 April 2023 <b>Location:</b> Supply Chain Office, No. 9 Muller Street East, Bethlehem, 9700
<b>3.0</b>	The procedure for the evaluation of responsive bids is as per Preferential Procurement Policy Framework Act, Act 50 of 2000 and Regulations of 2012.  Bids will be evaluated in Four (4) Stages:  Stage 1 – Responsiveness Stage 2 – Functionality Stage 3 – Financial Offer and Preference Stage 4 – Risk Analysis  <b>Stage 1 – Responsiveness</b>  The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who fails to submit the following results in immediate disqualification:  <ol style="list-style-type: none"> <li>1. Certificate of Authority for Signatory;</li> <li>2. Joint Venture Agreement and Power of Attorney, in case of Joint Venture;</li> <li>3. Proof of payment (municipal account/statement) of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Lessee, a copy of municipal account/statement and a valid Lease Agreement (<b>indicating the municipal account payer and the validity period of the contract</b>) must be attached, should</li> </ol>

	<p>the municipal services be paid by the Landlord/owner, a valid Lease Agreement <b>(indicating the municipal account payer and the validity period of the contract)</b> must be attached</p> <ol style="list-style-type: none"> <li>4. Proof of CSD Registration Report which is Valid/Compliant from the date of availability of tender document.</li> <li>5. Submission of valid certified copy of <b>COIDA</b> certificate.</li> <li>6. Proof of Active CIDB grading registration/ Compliant <b>5EP</b> or Higher</li> <li>7. The document must be completely filled in <b>Black Ink</b> &amp; corrections are countersigned.</li> <li>8. Bill of Quantities <b>must</b> be completely filled with <b>black ink</b> not pencil</li> <li>9. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.</li> <li>10. The bidder completed and signed all the prescribed and <b>compulsory</b> bid forms.</li> </ol>
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3.1	<b>Stage 2: Functionality</b>				
	<b>Minimum score 60 points</b>				
	<b>CRITERIA FOR FUNCTIONALITY</b>	<b>PROOF SUBMITTED</b>			<b>SCORE</b>
	<b>Company experience in maintenance/ new installations of Electrical Infrastructure</b> <ol style="list-style-type: none"> <li>1. No projects = Zero (0) points</li> <li>2. 1 project under R 1 million = 5 points</li> <li>3. 1 project above R 2 million, less 4 million = 10 points</li> <li>4. 2 or more projects over R 4 million combined = 20 points</li> </ol>	Any Project under -Construction of Substation, Upgrades of Substations, Installation of Streetlights/ Highmast lights, Installation of Generators, Traffic Signals, Retrofitting of Switchgears, Construction of Electrical Lines, Supply & Delivery of Electricity Materials for network etc.  Attach proof of completion certificates with traceable references.			20
	<b>Key Personnel: Team capacity (Level of experience, qualifications of key personnel) as per the General Machinery-Regulation 2</b> <ol style="list-style-type: none"> <li>1. Diploma in Electrical Engineering or higher</li> <li>2. Submitted = 20 points</li> <li>3. Not Submitted = 0</li> </ol>	Attached CV as well as certified copies of certificates			20
	<ol style="list-style-type: none"> <li>4. Minimum Electrical Trade Test equivalent &amp; Wireman License</li> <li>5. Submitted = 10 points</li> <li>6. Not Submitted = 0</li> </ol>	Attached CV as well as certified copies of certificates			10
	<ol style="list-style-type: none"> <li>1. Occupational Health and Safety Certificate Diploma or equivalent (SAMTRAC)</li> <li>2. Submitted = 10 points</li> <li>3. Not Submitted = 0</li> </ol>	Attached CV as well as certified copies of certificates			10
	Firm's plant & Equipment	<b>Minimum Required</b>	<b>Points Obtainable (Own)</b>	<b>Points Obtainable (Leased)</b>	<b>Points Claimed 20 max</b>
	<ol style="list-style-type: none"> <li>4. Firm's plant &amp; equipment - Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points</li> </ol> 12m Cherry-picker x 1 LDV (Bakkie) x 1	Cherry-picker x 1 LDV (Bakkie) x 1	5	3.5	
		Crane Truck x 1	5	3.5	
		Petrol/Diesel Generator	5	3.5	

	+ Lighting Plant x 1				
	Testing Equipment Surge Machine x 1 / or Primary Current Injector x 1	5	3.5		

**BANK RATING INFORMATION (Maximum Points obtainable 20)**

It must be noted that total points of 20 are obtainable by the Electrical Contractor in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents (Stamped letter from the bank) not attached a zero point will be scored.

Attach Stamped Bank Rating Letter –Indicate with “X”

Bank Rating Letter “D”	10	
Bank Rating Letter “C”	12	
Bank Rating Letter “B”	15	
Bank Rating Letter “A)	20	

  

Total Points	100
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**STAGE 3- FINANCIAL OFFER AND PREFERENTIAL EVALUATION**

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022 (Government Gazette Vol. 689 4 November No. 47452 2022)

**80/20 preference point system for acquisition of goods or services with Rand value above R2 000.00 up to Rand value equal R50 million**

1. The following formula must be used to calculate the points out of 80 for price in respect of a quotation/tender with a Rand value above R2 000.00 up to R50 million, inclusive of all applicable taxes:

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

Where-

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration; and

$P_{\min}$  = Price of lowest acceptable tender.

- 1.1 A maximum of 20 points may be awarded to a tenderer for the specified goals for the tender.
- 1.2 The points scored for the specific goal must be added to the points scored for the price and the total must be rounded off to the nearest two decimal places.
- 1.3 A bidder must submit proof of its compliant B-BBEE status level of contributor in order to claim points for B-BBEE
- 1.4 Failure to submit proof of B-BBEE or compliant B-BBEE status level of contributor with quotation/tender, will lead to a score of zero (0) and not a disqualification
- 1.5 Proof of locality must be submitted in order to claim point(s) for locality
- 1.6 Failure to submit proof of locality with quotation/tender, will lead to a score of zero (0) and not a disqualification
- 1.7 A bidder that score 0 points for B-BBEE and/ or 0 points for locality must be score for price in addition to points for B-BBEE or locality
- 1.8 Subject to section 2(1)(f) of the Act, the contract must be awarded to the tendering scoring the highest points.

## **2. Specific Contract Participation Goals**

- 2.1 the tendering conditions will stipulate the specific goals, as contemplated in section 2(1)d(ii) of the preferential Procurement Act, to be attained
- 2.2 for any tenders a maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), will be allocated for specific goals. These goals are:
  - 2.2.1 Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability
  - 2.2.2 Local labour, and/ or promotion of enterprise located in the municipal area
- 2.3 Regarding paragraph 6.3.1, 50% of the 20/10 points will be allocated to promoting this goal and points will be allocated in terms of the BBEEE scorecard as follows:



<b>B-BBEE Status Level of Contributor</b>	<b>Number of points for preference (80/20 system)</b>	<b>Number of points for preference (90/10 system)</b>
1	10	5
2	9	4.5
3	8	4
4	5	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

2.4 A bidder must submit proof of its BBEEE status level contributor [scorecard]

2.5 A bidder failing to submit proof of BBEEE status level contributor -

2.5.1 may only score in terms of the 80/90-point formula for price; and

2.5.2 Scores 0 points for BBEEE status level contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide thereof.

2.6 Regarding paragraph 6.3.2, 50% of the 20/10 points will be allocated to promote this goal. Points will be allocated as follows:

Locality of supplier	Number of points for locality (80/20)	Number of points for locality (90/10)
Within the boundaries of Free State	4	2
Within the boundaries of Dihlabeng municipality	6	3

2.7 The policy should not include Pre-qualification goals.

2.8 Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender.

2.9 A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act.

(i) may only score in terms of the 80/90-point formula for price; and

(ii) Scores 0 points for the relevant specific goals where the supplier or service provider did not stipulate locality.

2.10 The preference points scored by a bidder must be added to the points scored for price.

	<p>2.11 The points scored must be rounded off to the nearest two decimal places.</p> <p>2.12 The contract must be awarded to the tenderer scoring the highest procurement points</p> <p>2.13 (a) If the price offered by a tenderer scoring the highest points is not market related,</p> <p>the organ of state may not award the contract to that tenderer.</p> <p>(b) The organs of state may-</p> <p>(i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;</p> <p>(ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;</p> <p>(iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.</p> <p>(c) If a market-related price is not agreed as envisaged in paragraph (b) (iii), the organ of state must cancel the tender. Quotations will be sourced from the panelist from time to time via an open invitation to "quote" from the five panelist, the services will awarded to the lowest qualifying service provider.</p> <p><b><u>Stage 4: Risk Analysis-Supply Chain Management</u></b></p> <p>In addition to the evaluation of Responsiveness and Functionality, a risk analysis will be performed to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:</p> <p>a) The Standard Conditions of Bid below ;</p> <p>b) Contract data provided by the contractor; and</p> <p>c) The contents of the bid returnables which are to be included in the contract.</p> <p><b>Acceptance of Bid Offer</b></p> <p>Bid offers will only be accepted if:</p> <p>(a) the Bidder has submitted with his Offer all relevant valid documentation as stated in the document;</p> <p>(b) the Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</p> <p>(c) the Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p> <p>(d) the Bidder has not:</p> <p>(i) abused the Employer's Supply Chain Management System or</p> <p>(ii) failed to perform on any previous contract.</p> <p>the Bidder has achieved the minimum score of 60 points –All the Attached Certificates certified and traceable.</p>
3.2	The number of paper copies of the signed Contract to be provided by the Employer is one.

BID DOCUMENT

**APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

Bid Data (T1.2)

STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

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.

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 for the calling for expressions of interest, the following definitions apply:

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

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

c) 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 quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

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

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

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

## F.2 Tenderer's obligations

### F.2.1 Eligibility

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.2.2 Cost of tendering

Accept that 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 satisfy requirements.

### F.2.3 Check documents

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

### F.2.4 Confidentiality and copyright of documents

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

### F.2.5 Reference documents

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

### F.2.6 Acknowledge addenda

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

### F.2.7 Clarification meeting

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

### F.2.8 Seek clarification

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

### F.2.9 Insurance

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

#### F.2.10 Pricing the tender offer

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

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

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

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

#### F.2.11 Alterations to documents

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

#### F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

#### F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer 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 in Mack ink.

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data.

The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and

place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

F.2.14 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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

#### F.2.20 Submit securities, bonds, policies, etc.

If requested, submit to 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 clarification

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

#### F.3.2 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 seven 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, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

#### F.3.5 Two-envelope system

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

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

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

#### F.3.6 Nondisclosure

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

#### F.3.7 Grounds for rejection and disqualification

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

#### F.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) 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

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, 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.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

#### 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 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.3.12 Acceptance of tender offer

F.3.12.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.12.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

#### F.3.13 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

#### F.3.14. Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

#### F.3.15 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

#### F.3.16 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.3.17 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.

**APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

**BID DOCUMENT**

**LIST OF RETURNABLE DOCUMENTS**

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

1.1	Schedule 1	: Resolution of Board of Directors
1.2	Schedule 2	: Resolution of Board of Directors to enter into consortia or JV's
1.3	Schedule 3	: Special Resolution of Consortia or JV's
1.4	Schedule 4	: Schedule of proposed sub-contractors
1.5	Schedule 5	: Commitments of Tenderer
1.6	Schedule 6	: Clarification Meeting Attendance Certificate
1.7	Schedule 7	: Compulsory enterprise questionnaire

**2. COMPULSORY MUNICIPAL BID DOCUMENTATION**

2.1	MBD 2	: Tax clearance certificate
2.2	MBD 4	: Declaration of Interest
2.3	MBD 6.1	: Preference Certificate
2.4	MBD 6.2	: Local Production And Content
2.5	MBD 7.1	: Contract Form - Purchase Of Goods/Works
2.6	MBD 7.2	: Contract form-rendering of services
2.7	MBD 7.3	: Contract Form - Sale Of Goods/Works
2.8	MBD 8	: Declaration of bidder's past supply chain management practices
2.9	MBD 9	: Certificate of Independent Bid Determination

## **SCHEDULE 1**

### **RESOLUTION OF BOARD OF DIRECTORS**

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

\_\_\_\_\_

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

The Enterprise submits a Bid / Tender to Dihlabeng Local Municipality in respect of the following project: **APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

**CONTRACT NUMBER: PW021/2023**

1. \*Mr./Mrs/Ms.: \_\_\_\_\_

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

and who will sign as follows: : \_\_\_\_\_

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

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
5			
6			

- Delete which is not applicable

**NB** : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

## **SCHEDULE 2**

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

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

\_\_\_\_\_

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

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_

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

to Dihlabeng Local Municipality in respect of the following project: **APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

**CONTRACT NUMBER: PW 021/2023**

2. \*Mr/Mrs/Ms:

\_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the

Enterprise)and who will sign as follows: \_\_\_\_\_

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number : \_\_\_\_\_ (code)

Fax number : \_\_\_\_\_ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

\* Delete which is not applicable

**NB** : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**SCHEDULE 3:**

**SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Dihlabeng Local Municipality in respect of the following project: **APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

**CONTRACT NUMBER: PW021/2023**

A. Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the

Enterprise) and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and

any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

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

\_\_\_\_\_

- C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number : \_\_\_\_\_ (code)

Fax number : \_\_\_\_\_ (code)



	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

\* Delete which is not applicable

**NB** : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

#### **SCHEDULE 4**

##### **SCHEDULE OF PROPOSED SUB-CONTRACTORS**

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed sub-contractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with sub-contractor</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

<b>Name of representative</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>

<b>Name of organization:</b>	
------------------------------	--

**SCHEDULE 5**

**COMMITMENTS OF TENDERER**

**LIST OF RELATED ENGAGEMENT CURRENTLY INVOLVED WITH:**

Organizations		Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Start Date	Scheduled date of completion
1							
2							
3							
4							
5							

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

**SCHEDULE 6**

**CLARIFICATION MEETING ATTENDANCE CERTIFICATE**

This is to certify that I, \_\_\_\_\_ representing  
\_\_\_\_\_ in the company of  
\_\_\_\_\_ attended the clarification meeting on

**APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS  
OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD  
OF 24 MONTHS**

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

Name of Tenderer	Signature	Date

Name of Municipal Representative	Signature	Date

---

## **SCHEDULE 7**

### **COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

#### **Section 1: Name of enterprise:**

.....

#### **Section 2: VAT registration number, if any:**

.....

#### **Section 3: Particulars of sole proprietors and partners in partnerships**

<b>Name*</b>	<b>Identity number*</b>	<b>Personal Income tax number*</b>

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

#### **Section 4: Particulars of companies and close corporations**

Company registration number

.....

Close corporation number

.....

Tax reference number

.....

#### **Section 5: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

<input type="checkbox"/>	A member of any municipal council	<input type="checkbox"/>	A employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/>	A member of any provincial legislation	<input type="checkbox"/>	A member of an accounting authority of any national or provincial public entity
<input type="checkbox"/>	A member of the National Assembly or the National Council of Province	<input type="checkbox"/>	A employee of Parliament or a provincial legislature
<input type="checkbox"/>	A member of the board of directors of any municipal entity	<input type="checkbox"/>	An official of any municipality or municipal entity

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service	
		Current	Within last 12 months

#### Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

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

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

\* insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

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

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Name : \_\_\_\_\_ Position : \_\_\_\_\_

Enterprise: \_\_\_\_\_

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

2.....

**Witness:** Initial .....

## **MBD 2: TAX CLEARANCE CERTIFICATE**

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Form TCC 001 is available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. **Valid Tax Clearance reference number and tax compliance status pin must be submitted together with the bid. Failure to submit Tax Clearance reference number and tax compliance status pin will result in the invalidation of the bid.**
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za).
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
  - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
  - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

2.....

**Witness:** Initial .....



### DECLARATION OF INTEREST

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

---

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

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

3.7.1 If so, furnish particulars.

.....  
.....

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 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, principal shareholders or stakeholders in 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, principal shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars.

.....

#### CERTIFICATION

**I, THE UNDERSIGNED (NAME)**

.....

**CERTIFY 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

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

1.	Are you by law required to prepare annual financial statements for auditing?	<b>*YES / NO</b>
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	<b>*YES / NO</b>
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars: ..... ..... .....	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	<b>*YES / NO</b>
3.1	If yes, provide particulars: ..... ..... .....	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	<b>*YES / NO</b>
4.1	If yes, provide particulars: ..... ..... .....	

\* Delete which is not applicable

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

.....

**CERTIFY 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

**MBD 6.1**

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

---

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to 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 value of this bid is estimated to be above R 1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>1.3.1.1 PRICE</b>	80
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20

**Total points for Price and B-BBEE must not exceed 100**

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

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

## **2. DEFINITIONS**

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.10 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less;
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 1.14.1 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the

contract;

- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person, and;
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

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

### **4 SUB-CONTRACTING**

- 4.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)
- 4.1.1 If yes, indicate:
- (i) what percentage of the contract will be subcontracted?
- .....%
- (ii) the name of the sub-contractor?
- .....
- (iii) the B-BBEE status level of the sub-contractor?
- .....
- (iv) weather the sub-contractor is an EME? YES / NO (delete which is not applicable)

### **5 DECLARATION WITH REGARD TO COMPANY/FIRM**

- 5.1 Name of firm : .....

5.2 VAT registration number : .....

5.3 Company registration number :.....

5.4 TYPE OF COMPANY / FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

5.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

5.7 MUNICIPAL INFORMATION

Municipality where business is situated : .....

Registered Account Number : .....

Stand Number : .....

5.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

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



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

**WITNESSES:**

1. ....

2. ....

DATE : .....

ADDRESS : .....

.....

.....

## MBD 7.1

### CONTRACT FORM - PURCHASE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

#### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE:.....

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the supply of  
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of  
the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

WITNESSES

1. ....

2. ....

DATE .....

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number: FIN002/2018 at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

# CONTRACT FORM - RENDERING OF SERVICES

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I, ..... in my capacity as .....  
accept your bid under Bid Number ..... dated ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

## CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....

**CONTRACT FORM-SALE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... IN MY CAPACITY AS.....  
ACCEPT YOUR BID UNDER REFERENCE NUMBER .....DATED.....FOR THE PURCHASE OF  
GOODS/WORKS INDICATED HEREUNDER AND/OR FURTHER SPECIFIED IN THE ANNEXURE(S).

2. I UNDERTAKE TO MAKE THE GOODS/WORKS AVAILABLE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE  
CONTRACT.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES	
1.	.....
2.	.....
DATE	.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

# **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
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 consortium<sup>3</sup> 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
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

BID DOCUMENT

C1.1 FORM OF OFFER AND ACCEPTANCE

**FORM OF OFFER**

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

**CONTRACT NUMBER: PW021/2023**

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

**MBD 3.1:**

.....

..... (Amount in words);

R ..... (Amount in figures)

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

<b>Signature Block: Tenderer</b>

Signature .....	Date .....
Name .....	
Capacity .....	
Name of Organization .....	
Address of Organization .....	
.....	
.....	
Signature of Witness .....	Date .....
Name of witness .....	

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

### **FORM OF ACCEPTANCE**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature Block: Employer

Signature .....

Date .....

Name.....

Capacity.....

**for the Employer**

Dihlabeng Local Municipality  
P.O. Box 551  
Bethlehem  
9700

Signature of Witness .....Date .....

Name of Witness.....



## **SCHEDULE OF DEVIATIONS**

1. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

2. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

3. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

4. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

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

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

DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

CONTRACT NUMBER: PW021/2023

BID DOCUMENT

C1.2 CONTRACT DATA

**PART 1: DATA PROVIDED BY THE EMPLOYER**

- a) The Employer is **Dihlabeng Local Municipality**
- b) The authorized and designated representative of the Employer is  
Mr. SM Masoeu
- c) The address for receipt of communications is:

Address : No. 9 Muller Street East  
P.O. Box 551  
Bethlehem  
9700  
Tel. No. : 058 303 5732  
Fax No. : 058 303 4703

The Project is: **APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

- d)
- e) The Period of Performance commences on the date of signature of the Form of Acceptance.
- f) The location for the performance of the Project is **the Municipal area of Dihlabeng Local Municipality.**
- g) The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- h) The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
  - i) Appointing Subcontractors for the performance of any part of the Services,
  - ii) Appointing Key Persons or Personnel not listed by name in the Contract Data.
- j) Copyright of documents prepared for the Project shall be vested with the Employer.
- k) Interim settlement of disputes is to be by mediation
- l) Final settlement is by litigation
- m) In the event that the parties fail to agree on a mediator, the mediator is nominated by the South African Local Government Association (SALGA)
- n) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination

or completion of the Contract.

## **PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

The Service Provider is : \_\_\_\_\_

Address : \_\_\_\_\_

---

Telephone : \_\_\_\_\_

Facsimile : \_\_\_\_\_

The authorized and designated representative of the Service Provider is:

Name : \_\_\_\_\_

The address for receipt of communications is:

Address : \_\_\_\_\_

---

Telephone : \_\_\_\_\_

Facsimile : \_\_\_\_\_

Email : \_\_\_\_\_

**APPOINTMENT OF A PANEL OF FIVE (5) ELECTRICAL CONTRACTORS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS**

**BID DOCUMENT**

**C2: PRICING SCHEDULE**

**C2.1: PRICING INSTRUCTIONS**

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

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

rates to be inserted in the Pricing Schedule are to be full inclusive for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.

- e) A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.
- f) All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- h) All prices and rates entered in the Pricing Schedule must be **exclusive of Value Added Tax (VAT)**.

## C2.3 Description of Works

**PROSPECTIVE BIDDERS ARE HEREBY INVITED TO SUBMIT BIDS FOR THE APPOINTMENT OF FIVE (5) SERVICE PROVIDERS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AS AND WHEN BASIS FOR A PERIOD OF 24 MONTHS**

### **A- GENERAL INFORMATION**

#### **Purpose**

DIHLABENG Local Municipality has an objective to maintain the Electrical Infrastructure within its jurisdiction to ensure reliable supply of electricity to the consumers. In order to do this, the Municipality is requesting bids for the: **APPOINTMENT OF A PANEL OF FIVE (5) SERVICE PROVIDERS FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INFRASTRUCTURE/EQUIPMENT ON AS AND WHEN BASIS FOR A PERIOD OF 24 MONTHS**. The works will be done under traffic and pedestrians. Some traffic may be diverted after due notice to the road users.

#### **Extent of the Works**

The description of the work contained in the Scope of Work is merely an outline of the work to be executed in terms of the contract, and shall not limit the work to be carried out by the Contractor.

#### **Scope of Work**

The scope of work entails the following:

- Repairing of T3/Ring Main Units
- Supply of new MV -T3/T4/T5/T6
- Installation of Switchgears-SF6/ Vacuum
- Supplying new Mini Substation with Streetlight panel
- Supplying new Generators
- Repair of electrical motors and existing Generators
- Installation of Streetlights
- Installation of new Highmstlights
- Supplying new Battery Tripping Units
- Repairing of Existing Battery Tripping Units
- Construction on new Medium Voltage Lines -Over head
- Construction on new Medium Voltage Lines -Underground

- Construction on new Low Voltage Network –Over head
- Installation & Wiring of electrical panels
- Repairing of electrical panels for Switchgears
- Repairing of transformers
- Installation of transformers
- Location of faulty electrical cables MV &LV
- Supply of Electrical Cables –MV & LV
- Repairing of electrical switch gears

- Installation of electrical switch gears
- Supply of electrical switch gears
- Supply of MV cables
- Supply and repair of traffic lights controlling panels
- Supply of traffic lights spares
- Supply public lighting spares
- Supply and installation of electrical meters
- Supply of Transmission poles
- Supply of Streetlight poles
- Supply of Electrical Pillar Boxes-Fiber
- Supply, repair and commissioning of electrical protection equipment
- Supply, repair and commissioning of electrical VT
- Re-wiring of buildings as per SANS 0142
- Issuing of Electrical Certificate of Compliance
- Maintenance of Flood Lights
- Maintenance of Streetlight MPC Transmitter
- Supply of Transformer Oil
- Re-Wiring of Flexi Rope lights

### **Construction Area**

The construction area will be demarcated in accordance with the Occupational Health and Safety 8 of 1993 and the required temporary signs, markings erected and/or applied in close cooperation with the Traffic Department of the DIHLABENG Local Municipality.

### **Access to site**

Tenderer's must allow for all conditions on site in their tenders, since extra claims arising from difficult site conditions in respect to transporting, handling, loading, off-loading, labour, housing, etc., will not be entertained.

Access routes to the site shall at all times be kept serviceable, or alternatives shall be provided. These include road entrances.

### **Allocation of daily work**

Work shall be allocated in writing (purchase order) by the representative of DIHLABENG Local Municipality, authorised in writing by the Electrical Manager. Work done without the approval of the Electrical Manager shall not form part of payment.

Allocated work shall be completed within 24hrs from the time of allocation.

## **C2.4 Bill of quantities**

The quantities allocated in the Bill of quantities are for evaluation purposes only, therefore the allocation of work will be subject to the availability of the budget in the financial year.

<b>SECTIONS</b>
<b>SECTION 1: ELECTRO-MECHANICAL</b>
<b>SECTION 2: TRANSFORMER AND SWITCHGEAR</b>
<b>SECTION 3: CABLE SUPPLY AND REPAIRS</b>
<b>SECTION 4: TRAFFIC LIGHTS</b>
<b>SECTION 5: PLANT, MACHINERY AND GENERAL PRELIMINARIES</b>
<b>SECTION 6: ELECTRICAL PROTECTION</b>

**SECTION 1:**

	Repair to T3/ Ring Main Unit	Unit	Quantity	Labour Rate	Rate
E15.1	RMU removal, inspection and diagnosis	1	1		
E15.2	RMU Repairs	1	1		
E15.3	Supply new RMU	1	1		
E15.4	RMU installation and operational inspection	1	1		
	Repairs to T4- RMU				
E16.1	T4 removal, inspection and diagnosis	1	1		
E16.2	T4 Repairs	1	1		
E16.3	Supply new T4	1	1		
E16.4	T4 installation and operational inspection	1	1		



	Repairs to T6-RMU -11kV				
E17.1	T6 removal, inspection and diagnosis	1	1		
E17.2	T6 Repairs	1	1		
E17.3	Supply new T6	1	1		
E17.4	T6 installation and operational inspection	1	1		
	Repairs to Switch Gears				
E18.1	Switchgear removal, inspection and diagnosis	1	1		
E18.2	Switchgear Repairs	1	1		
E18.3	Supply new Switch Gear-11kV, 1250A	1	1		
E18.3.1	Supply new Switch Gear-11kV, 800A	1	1		
E18.4	Switch Gear installation and operational inspection	1	1		

	Repairs to Mini Substation-630 kVA				
E19.1	Mini Sub removal, inspection and diagnosis	1	1		
E19.2	Mini Sub Repairs	1	1		
E19.3	Supply new Muni Sub 630 kVA,11kV/400V with streetlight panel	1	1		
E19.3.1	Supply new Muni Sub 315 kVA,11kV/400V with streetlight panel	1	1		
E19.3.2	Supply new Muni Sub 800 kVA,11kV/400V with streetlight panel	1	1		
E19.3.3	Supply new Muni Sub 1000 kVA,11kV/400V with streetlight panel	1	1		
E19.4	Mini Sub installation and operational inspection	1	1		

GENERATORS -3 Phases					
NO		Unit	Quantity	Labour Rate	Rate
1	Generator inspection and diagnosis -150kVA minimum	1	1		
2	Generator ATS re-build / wire-150kVA minimum	1	1		
3	Supply new Generator - with silent enclosure	1	1		
3.1	60kVA , Three Phase Silent Diesel Generator-Built in ATS	1	1		
3.2	100kVA , Three Phase Silent Diesel Generator-Built in ATS	1	1		
3.3	150kVA , Three Phase Silent Diesel Generator-Built in ATS	1	1		

	200kVA , Three Phase Silent Diesel Generator-Built in ATS				
3.4	300kVA , Three Phase Silent Diesel Generator-Built in ATS	1	1		
3.5	500kVA , Three Phase Silent Diesel Generator-Built in ATS-AMF	1	1		
3.6	1250kVA , Three Phase Silent Diesel Generator-Built in ATS-AMF	1	1		
3.7	1500kVA , Three Phase Silent Diesel Generator-Built in ATS	1	1		
	Public Lighting/Street Lights/Security Lights	Unit	Quantity	Material Rate	Labour Rate
4	Streetlight pole removal, 9m, 11,5m/12,5m				
4.1.1	Supply and Delivery of Complete Streetlight pole-9m total length, planting depth-1.5m-Single side entry, 1.5m out reach 15° rake	1	1		
4.1.2	Supply and Delivery of Complete Streetlight pole-11.5m total length, planting depth-1.5m-Single side entry, 1.5m out reach 15° rake	1	1		
4.1.2.1	Supply and Delivery of Complete Streetlight pole-11.5m total length, planting depth-1.5m-Double side entry, 1.5m out reach 15° rake	1	1		
4.1.3	Supply and Delivery of Complete Streetlight pole-12m total length, planting depth-1.5m-Single side entry, 1.5m out reach 15° rake	1	1		
4.1.3.1	Supply and Delivery of Complete Streetlight pole-11.5m total length, planting depth-1.5m-Double side entry, 1.5m out reach 15° rake	1	1		
4.2	Supply and delivery of streetlights fitting of LED lights				
4.2.1	LED -72W, IP 65,230V-50HZ	1	1		
4.2.2	LED -100W, IP 65,230V-50HZ	1	1		
4.2.3	LED -200W, IP 65,230V-50HZ	1	1		
4.2.4	LED -400W, IP 65,230V-50HZ	1	1		
4.3.0	Construction of a Complete 18m High mast light foundation including the excavations etc. -28 MPA & Structural Engineer Signed off	1	1		

	Certificates				
4.3.1	Construction of a Complete 30m High mast light foundation including the excavations etc. -28 MPA & Structural Engineer Signed off Certificates	1	1		
4.3.2	Construction of a Complete 40m High mast light foundation including the excavations etc. -28 MPA & Structural Engineer Signed off Certificates	1	1		
4.3.3	Supply and Delivery of a Complete 30m High mast Light pole with trailing cables, Stain steel cables	1	1		
4.3.4	Supply and Delivery of a Complete 40m High mast Light pole with trailing cables, Stain steel cables	1	1		
4.3.5	Replacement of Trailing Cable -40m	1	1		
4.3.6	Replacement of Stain steel cable-40m	1	1		
4.3.7	Replacement of the Highmast light steel base -30m	1	1		
4.3.8	Replacement of the Highmast light steel base -40m	1	1		
4.3.9	Cost for a 50 Ton Crane hire per day ( All costs must be included)	1	1		

	TRANSFORMERS					
3.3	11kV/400V Transformer - 315 kVA	No.	1			
3.4	22kV/400V Transformer - 315 kVA	No.	1			
3.5	11kV/400V Transformer - 200 kVA	No.	1			
3.6	22kV/400V Transformer - 200 kVA	No.	1			
3.7	Supply and Installation of Kiosk for jointing purpose	No.	1			
3.8	Termination and connection of the cable	No.	1			
<b>4</b>	<b>Minisubstation</b>					
4.1	11kV/400V/1000 kVA miniature substation complete with 1500A 25KA 3 phase main breaker mounted in minisubs and 3 way SF6 RMU	No.	1			
4.2	11kV/400V/650 kVA miniature substation complete with 1000A 25KA 3 phase main breaker mounted in minisubs and 3 way SF6 RMU	No.	1			
4.3	11kV/400V/500 kVA miniature substation complete with 800A 25KA 3 phase main breaker mounted in minisubs and 3 way SF6 RMU	No.	1			
4.4	11kV/400V/315 kVA miniature substation complete with 500A 25KA 3 phase main breaker mounted in minisubs and 3 way SF6 RMU	No.	1			
		No.				
8.3	RING MAIN UNIT complete as per specification (11kV 5 WAY SF6 RMU)	No.	1			

8.4	RING MAIN UNIT complete as per specification (11kV 6 WAY SF6 RMU)	No.	1			
8.5	RING MAIN UNIT complete as per specification (11kV 3 WAY SF6 RMU)	No.	1			
8.6	RING MAIN UNIT complete as per specification (11kV 4 WAY SF6 RMU)	No.	1			
8.7	RING MAIN UNIT complete as per specification (11kV 5 WAY SF6 RMU)	No.	1			
8.8	RING MAIN UNIT complete as per specification (11kV 6 WAY SF6 RMU)	No.	1			
9.	Disconnect the old ring main unit	No.	1			
10.	Disconnect the old minisubstation	No.	1			
11.	Certificate Of Compliance (CoC)	No.	1			
11.1	Test and issue CoC	No.	1			
11.3	Earth continuity conductor	No.	1			
11.4	Earth mat (complete with connection to SF6 Ring Main Unit switchgear )	No.	1			

<b>12.</b>	<b>Transformer H pole structures (complete structure erected with all sundries)</b>					
12.1	11m H pole structure (Complete)	No.	1			
12.2	Solid link cross-arm	No.	1			
12.3	Solid links on pole (set of 3) complete with holders	No.	1			
12.4	Connect to ABC on pole with cross-arm	No.	1			
12.5	Combo unit - complete with 3 set of fuse carriers and 3 set of surge arrestors	No.	1			
13.1	11kV Firewall Surge Arrestor set	No.	1			
13.2	6.6kV Firewall Surge Arrestor set	No.	1			
13.3	22kV Firewall Surge Arrestor set	No.	1			
14.1	15 Amp Drop-out fuse links complete with fuses (set of 3)	No.	1			
14.2	10 Amp Drop-out fuse links complete with fuses (set of 3)	No.	1			
14.3	100 Amp Drop-out fuse links complete with fuses (set of 3)	No.	1			
14.4	50 Amp Drop-out fuse links complete with fuses (set of 3)	No.	1			
<b>18.</b>	<b>Supply and install vacuum switchgear as per specification</b>					

18.1	Indoor Incoming C/B (Rated Voltage up to 12kV, Rated nominal current: up to 2500A).	No	1				
18.2	Indoor Feeder C/B (Rated Voltage up to 24kV, Rated nominal current: up to 1250A).	No.	1				
18.3	Indoor Bus Coupler C/B (Rated Voltage up to 12kV, Rated nominal current: up to 2500A).	No	1				
18.4	MV Outdoor dog box 11 kV 630/1250 A	No.	1				
18.5	MV Outdoor C/B 630/1250 A	No.	1				
18.6	Supply and Install fire extinguisher complete with wall mounting bracket.	No	1				
18.7	Commissioning of new switchgear by third party before switching on.	Sum	100%				
19.	Supply and Install complete set of danger signs and instruction notices for substation building AND First Aid Kit.	Sum	100%				
20.	Supply a complete set of case-hardened tools for maintenance on switchgear supplied under this contract, including a suitable cabinet.	No.	1				
21.	Substation cleaning (indoor)	No.	Per Square Meter				
22.	Substation cleaning (outdoor)	No.	Per Square Meter				



### SECTION 3: CABLE SUPPLY AND REPAIRS

	g. Phasing and Commissioning	each	1			
	h. Repair termination	each	1			
	i. Supply termination	each	1			

5.	PILC 70mm <sup>2</sup> 3 Core		QUANTITY		11 KV	
	a. Locate cable fault	Each	1			
	b. Excavate (open and backfill)	M	1			
	c. Supply Joint Kit	Each	1			
	d. Supply cable	M	1m			
	e. Repair cable (1 joint)	Each	1			
	f. Pressure Testing	Each	1			
	g. Phasing and Commission	Each	1			
	h. Repair termination	Each	1			
	i. Supply termination	Each	1			

5.	PILC 95mm <sup>2</sup> 3 Core		QUANTITY		11 KV	
	a. Locate cable fault	Each	1			
	b. Excavate (open and backfill)	M	1			
	c. Supply Joint Kit	Each	1			
	d. Supply cable	M	1m			
	e. Repair cable (1 joint)	Each	1			
	f. Pressure Testing	Each	1			
	g. Phasing and Commission	Each	1			

	h. Repair termination	Each	1			
	i. Supply termination	Each	1			

5.	PILC 150mm <sup>2</sup> 3 Core		QUANTITY		11 KV	
	a. Locate cable fault	Each	1			
	b. Excavate (open and backfill)	M	1			
	c. Supply Joint Kit	Each	1			
	d. Supply cable	M	1m			
	e. Repair cable (1 joint)	Each	1			
	f. Pressure Testing	Each	1			
	g. Phasing and Commission	Each	1			
	h. Repair termination	Each	1			
	i. Supply termination	Each	1			

5.	PVC 4 Core Copper Cable		QUANTITY		11 KV	
	Replace 16mm <sup>2</sup>	Each	1m			
	Replace 35mm <sup>2</sup>	M	1m			
	Replace 70mm <sup>2</sup>	M	1m			
	Replace 95mm <sup>2</sup>					
	Replace 150mm <sup>2</sup>	M	1m			
	f. Pressure Testing	Each	1			
	g. Phasing and Commission	Each	1			
	i. Supply termination	Each	1			

# TRAFFIC SIGNALS

4					
ITEM	DESCRIPTION	UNIT	QUANTITY	MATERIAL RATE	LABOUR RATE
1.	Site fault finding and repairs	each	1		
2.	Voltage window comparator	each	1		
3.	5 Litre Yellow paint	each	1		
4.	Mounting brackets (small)	each	1		
5.	Mounting brackets (big)	each	1		
6.	I/O Module	each	1		
7.	Cantilever brackets	each	1		
8.	3.3M Paint spray per pole	each	1		
9.	5M Paint spray per pole	each	1		
10.	3.3 Standard Pole	each	1		
11.	5m Cantilever Pole	each	1		
12.	Foundation Frame for Standard Pole	each	1		
13.	Foundation Frame for Cantilever pole	each	1		
14.	Three Aspect (Complete Unit)	each	1		
15.	Five Aspect (Complete Unit)	each	1		
16.	B-LED Red Module	each	1		
17.	B-LED Green Module	each	1		
18.	B-LED Amber Module	each	1		
19.	Pole Top Terminal Box	each	1		
20.	AMR Type Controller (Complete)-Equivalent to Syntel	each	1		
21.	Controller PILC (Equivalent to Auto Motor)	each	1		
22.	19 Core Black 2.5mm cable	m	1		
23.	Switching Triacs	each	1		
24.	Complete Flexi Neon Rope Lights-LED,IP 68,230V	m	50		

### SECTION 5: PLANT, MACHINERY AND GENERAL PRELIMINARIES

	DESCRIPTION	Hourly Rate	Rate per km
1.	Cherry-picker		
2.	40 to 440 Ton Crane Truck		
3.	TLB		
4.	Abnormal Low Bed with 60 Ton load		
5.	Excavator		
6.	<b>Preliminaries and General</b>		
A	Travelling rate		
B	Callout rate for Lifts Assessment and Breakdowns		
C	Callout rate for HVAC Systems Assessment and Breakdowns		
D	Callout rate for Split Type Air- conditioning Units Maintenance Fee per Unit		

### SECTION 6: ELECTRICAL PROTECTION

	DESCRIPTION	QUANTITY	MATERIAL RATE	LABOUR RATE
1..	Supply Auto-reclosing breaker-11kV	1	1	
2.	Installation and commissioning of Over-Current and Earth fault relay	1	1	
3.	Installation and commissioning of Arc protection relay	1	1	
4.	Installation and commissioning of Differential protection	1	1	
5.	Installation and commissioning of Auto-reclosing relay	1	1	
6.	Installation and commissioning of Solkor protection	1	1	
7.	Protection circuit designs	1	1	
8.	Earthing	1	1	
9.	Fault-finding	1	1	

10.	Protection grading	1	1	
11.	Protection panel re-wiring	1	1	
12.	Transformer testing	1	1	
13.	Circuit breaker testing	1	1	
14.	Circuit breaker repairs	1	1	
15.	Circuit breaker maintenance	1	1	
16.	Supply BTU 110V	1	1	
17.	Supply BTU 30V	1	1	
18.	Supply VT's	1	1	
19.	Supply CT's	1	1	
20.	Protection panel commissioning	1	1	
21.	Switchgear commissioning	1	1	

<b>SUB TOTAL</b>	
<b>15% VAT</b>	
<b>GRAND TOTAL</b>	

**NB: The above quoted prices are strictly for evaluation purposes only.**

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