



DIHLABENG LOCAL MUNICIPALITY

TENDER NO: PW005/2024

**APPOINTMENT OF PANEL OF 10 ELECTRICAL CONTRACTORS FOR
ELECTRIFICATION PROJECTS AND ELECTRICITY INFRASTRUCTURE UPGRADES FOR A PERIOD
OF 36 MONTHS**

BIDDER NAME :

CSD NO :

CIDB CRS NO :

CIDB GRADE :

OFFERED TOTAL	
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CLOSING DATE: 10 OCTOBER 2024

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Dihlabeng Local Municipality,
PO Box 551, Bethlehem, 9700

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

**SM Masoeu
Electricity Services**

Tel. Number: **058 303 5732**

DIHLABENG LOCAL MUNICIPALITY

T1.1. TENDER NOTICE & INVITATION TO TENDER

APPOINTMENT OF PANEL OF 10 ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS AND ELECTRICITY INFRASTRUCTURE UPGRADES FOR A PERIOD OF 36 MONTHS

INVITATION TO BID ADVERTISEMENT

Suitable offers are hereby invited for the following bids:

Bid Name	Bid No.	CIDB Grading	Compulsory briefing session	Evaluation and Adjudication Criteria and Preference Points	Closing Date	Enquiries
Appointment of panel of 10 Electrical Contractors for Electrification Projects and Electricity Infrastructure Upgrades for a Period of 36 Months	PW005/2024	3EP or Higher	N/A	Bids will be evaluated on: • Stage 1: Responsiveness • Stage 2: Functionality • Stage 3: Financial Offer and Preference Evaluation (80/20 Scoring Points) • Stage 4: Risk Analysis	10 th October 2024	Mr. S Masoeu Tel.: 058 303 5732 samuelm@dihlabeng.co.za dlmelectricity@gmail.com

Bid documents will be available from **12:00** on **Monday 23 September 2024**, upon payment of a cash non-refundable document fee of R1 000,00 per set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700.

Please note that tender document can also be accessed/download for free on the Dihlabeng Local Municipality website <http://www.dihlabeng.gov.za/strategic-documents/bid-documents>. And on eTender Portal.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and must be sealed together with supporting documents and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in bid box, on the Ground Floor, Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12:00 on or before the date stipulated above.**

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria (including Functionality) which are included in the bid documents. The highest 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. 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
With effect from 1 July 2016, Dihlabeng Local Municipality must use and verify suppliers registered on the Central Supplier Database - <https://secured.csd.gov.za/>.

Failure to register will result in Dihlabeng Local Municipality not being able to conduct business with your company/ entity.

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

Everyone, Every Household, Every Entity – A Testimonial of our Excellent Service!



M Ntheli
MUNICIPAL MANAGER

9 Muller Street East
P.O Box 551
BETHLEHEM
9700
www.dihlabeng.gov.za

DIHLABENG LOCAL MUNICIPALITY

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DIHLABENG LOCAL MUNICIPALITY					
BID NUMBER:	PW005/2024	CLOSING DATE:	10 October 2024	CLOSING TIME:	12h00
DESCRIPTION	Appointment of panel of 10 Electrical Contractors for Electrification Projects and Electricity Infrastructure Upgrades for a Period of 36 Months				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Dihlabeng Local Municipality, 9 Muller Street, Bethlehem 9700					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes ☐ No ☐		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes ☐ No ☐	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes ☐ No ☐ [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes ☐ No ☐ [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		CONTACT PERSON	SM Masoeu	
CONTACT PERSON	Q Lethlatla		TELEPHONE NUMBER	058 303 5732	
TELEPHONE NUMBER	058 303 5732		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	samuelm@dihlabeng.co.za	
E-MAIL ADDRESS	ginimuzel@dihlabeng.co.za			dlmelectricity@gmail.com	

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN 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.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

DIHLABENG LOCAL MUNICIPALITY

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Part T1: Tendering procedures

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T1.2. TENDER DATA

The Standard Conditions of Tender are as published in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contract, August 2019

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

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

C.1 General

C.1.1 Actions

Add the following:

The Employer is the Dhlalabeng Local Municipality, represented by the Electricity Services Section

C.1.2 Tender Documents

Add the following:

The following documents form part of this contract:

VOLUME 1: The General Conditions of Contract for Construction Works, Third Edition, 2015, prepared by the South African Institution of Electrical Engineering (SAIEE). This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Electrical Engineering (SAIEE), P O Box 751253, Gardenview 2047, Tel: (011) 487 3003, reception@saiee.org.za.

VOLUME 2: NERSA's mandate is to regulate the electricity, in terms of the Electricity Regulation Act 4 of 2006. The role of NERSA is to ensure the reliable sustainability of supply of Electricity

The tender documents issued by the Employer comprise:

VOLUME 3: The Contract Document (this document), in which is bound:

The Tender

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Performance Guarantee

C1.4 Occupational Health and Safety Agreement

C1.5 Protection of the Environment Declaration
C1.6 Insurance Broker's Warranty

Part C2: Pricing Data

C2.1 Pricing Assumptions
C2.2 Bills of Quantities

Part C3: Scope of Work

C3.1 Description of the Works
C3.2 Engineering Drawings
C3.3 Work Specifications

Part C4: Site information

C4.1 Site information

VOLUME 4: Drawings (listed in C3.2 Engineering)

Volume 3 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

C.1.4 Communication and employer's agent

Add the following:

Attention is drawn to the fact that verbal or any other form of communication, given by the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless issued formally by the Employer in writing to tenderers through its Accounting Officer or his nominee. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Representative, for the purposes of any communication between the employer and Tenderer is:

Name: SM Masoeu

Physical Address:

9 Muller Street

Head Quarters Offices

Bethlehem 9700

Telephone: 058 303 5732

E – mail: samuelm@dihlabeng.co.za or dlmelectricity@gmail.com

Postal Address:

Dihlabeng Local Municipality

Directorate: Public Works

P.O. Box 551

Fax: 058 303 5732

An Employers Agent (i.e. Consulting Engineer) may be appointed to act on behalf of the Employer for the implementation of a Work Assignment / Project.

C1.6 Amend Clause to read:

Tenders received who are responsive will be admitted onto a roster, thereafter assignments will be allocated as and when required by the Municipality.

C.1.6.2 A competitive negotiation procedure will not be followed.

C.1.6.3 A two-stage proposal procedure will not be followed.

C.2.2.1.2 Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, **for a EP class of construction work**, are eligible to have their tenders evaluated.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than two level below the required grading designation in the EP class of construction work; and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a EP class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Notwithstanding the above, tenderers who are capable of being so registered with an active status with the CIDB prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee).

For alpha-numeric associated with the Contractor Grading Designations see Annex G attached. Refer also to Schedule 15.

C.2.7 Compulsory clarification meeting

Add the following:

The compulsory clarification meeting is not applicable to this tender. Enquiries can be forwarded to the contact persons indicated in this tender between 8h00 and 16h00 on Monday to Friday. All the enquiries must be communicated until five (5) days before the closing date.

C.2.10 Pricing the tender offer

Add clause C.2.10.5:

- C.2.10.5 **Tenders must only price works that is in line with their capabilities.** Tenderers must therefore not provide rates for work items that can-not be completed to the required specifications. Tenderers must not provide rates for work items that are outside of the scope and capabilities of the Tenderer. Where the tenderer has stipulated additional conditions tied to a submitted rate, the rate will be deemed null and void.

- C.2.12 No alternative tenders allowed.

C.2.13 Submitting a tender offer

- C.2.13.2 *Replace clause C.2.13.2 with:*

1. Documents may only be completed in non-erasable ink.
2. The use of correction fluid/tape is not allowed.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
4. Alterations or deletions not signed by the Tenderer may render the tender invalid.
5. All bids must be submitted in writing on the official forms supplied (not to be re-typed).

- C.2.13.4 *Add to clause C.2.13.4:*

Certificate of Authority for Joint Ventures and the Joint Venture Agreement must be completed and submitted as part of the bid documents.

1. No amendments to Joint Venture Agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
2. Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
3. All members of the Joint venture must submit, with the bid documents:
 - a valid tax clearance certificate or SARS tax pin, individually;
 - an agreement that clearly provides clarity of Profit and liability sharing; and
 - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint Venture agreement.

- C.2.13.5** *Add the following to C.2.13.5:*
The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
- | | |
|-------------------------|--|
| Location of tender box: | Dihlabeng Local Municipality building
9 Muller Street, Bethlehem |
| Identification details: | Tender Box |
| Title of tender: | Appointment of service provider for panel of 10 Electrical Contractors for Electrification Projects and Electricity Infrastructure Upgrades for a Period of 36 Months |
- Sealed tenders (including any alternative tenders) with the Tenderer's name and address and the endorsement "**TENDER NO.: PW005/2024: "Appointment of panel of 10 Electrical Contractors for Electrification Projects and Electricity Infrastructure Upgrades for a Period of 36 Months"**" on the envelope(s), must be placed in the appropriate official tender box at the abovementioned address.
- C.2.13.9** *Replace clause C.2.13.9 with:*
Mailed, telephonic, telegraphic, telex, facsimile or emailed tender offers will not be accepted.
- C.2.15** **Closing time**
C.2.15.1 *Add to clause C.2.15.1:* The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Any Tender received after the appointed time for the closing of tenders will not be considered and will be filed unopened with the other tenders received or returned to the Tenderer at his/her request.
Sealed tenders, with the "**Tender Number and Title**" clearly endorsed on the envelope, and must be deposited in the **tender box**.
The tender must be lodged by the Tenderer in the tender box at the Dihlabeng Municipal Offices, 9 Muller Street, Bethlehem. Tenders that are deposited in the incorrect box will not be considered.
- C.2.16.1** *Add to clause C.2.16.1:* Tender offer validity period is 90 days.
- C.2.20** *Add to clause C.2.20:*
The Contractor is required to submit together with this document a signed Occupational Health and Safety Agreement and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer.
- Proof of Insurance and Guarantees are not required at tender stage. The service provider must provide proof that the necessary Insurance and Guarantees are in place when being considered for a works package. The Insured amount will depend on the requirements of a works package.
- C.2.23** *Add to clause C.2.23:*
The Tenderer must complete and submit all forms and certificates contained in this Tender. The tenderer must also submit with this tender all requirements as stated in these forms and certificates, as listed below:
1. Tender Details
 2. Authority to Bid form
 3. Certificate of Authority for Joint Venture
 4. MBD 2 Tax Clearance Certificate Requirements
 5. MBD 4 Declaration of Interest
 6. MBD 5 Declaration for Procurement above R10 Million
 7. MBD 6.1 Preference Points Claim Form
 8. MBD 8 Declaration of Bidders Past Supply Chain Management Practices
 9. MBD 9 Certificate of Independent Bid Determination
 10. MBD10 Certificate for Payment of Municipal Services
 11. Functionality Schedules 9 and 10
 12. Form of Offer and Acceptance
 13. Declaration by Tenderer
 14. Occupational Health and Safety Agreement
 15. A letter of good standing from the Compensation Commissioner, or a licensed compensation insurer.
- C.3.4.1** *Add to clause C.3.4.1:*
Tenders shall be opened in public at the Dihlabeng Municipal Offices as soon as possible after the closing time for the receipt of tenders.
- C.3.8** **Test for responsiveness**

C3.8.2

Add the following two sub-clauses after C.3.8.2:

Tenders will be considered non-responsive if, inter alia:

- a) the tender is not in compliance with the Scope of Work and the provisions set out in the tender data.
- b) has not signed authority to sign bid certificate.
- c) the tenderer does not comply with the CIDB registration (active status) and contractor grading designation specified in C.2.1.1.2 above;
- d) the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request as stated in C.2.17 and C2.20;
- e) the tendering entity's experience, and tenderer's key staff and their experience as tendered in Schedules 8 and 9 has failed to achieve the minimum requirements in terms of eligibility criterion as stated in C.2.1.1.3.
- f) the tenderer has failed to attend the compulsory site visit / tender clarification meeting and failed to attached the signed certificate (N/A).

Tenders may also be declared non-responsive if it is determined on reasonable grounds or evidence that the tenders are submitted by:

- g) tenderers who, notwithstanding having submitted duly completed certificates of independent tender determination are nevertheless deemed to have knowledge of the contents of any other tenderer's offer and/or a certificate is not true and correct in every respect;
- h) tenderers in a horizontal relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 4(1)(a) of the Competitions Act, 89 of 1998;
- i) tenderers who are presumed to be firms engaged in a restrictive horizontal practice as contemplated in section 4(1)(b) read with section 2 of the Competitions Act, 89 of 1998;
- j) tenderers in a vertical relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 5(1) of the Competitions Act, 89 of 1998.

C.3.11 Evaluation of tender offers

C.3.11.1 General

Acceptable bids will be evaluated in Four (4) stages, namely:

- a) Stage 1: Responsiveness
- b) Stage 2: Functionality
- c) Stage 3: Price and Preference
- d) Stage 4: Risk Analysis

Stage 1: Tender Responsiveness

The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who fails to submit the following will be disqualified immediately:

1. Certificate of Authority for Signatory.
2. Joint Venture Agreement and Power of Attorney, in case of Joint Venture.
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 (**indicating the municipal account payer and the validity period of the contract**) must be attached, should the municipal services be paid by the Landlord/owner, a valid Lease Agreement (**indicating the municipal account payer and the validity period of the contract**) must be attached.
4. Proof of CSD Registration Report which is Valid/Compliant from the date of availability of tender document.
5. The bidder must provide a Valid Letter of Good Standing (COIDA) relevant to Electrical Engineering construction works.
6. Submission of proof of wiremen license (note that wiremen registration number must appear on the proof of company registration with Department of Labour) in case of JV please attach consolidated proof of registration.
7. A letter/ certificate as proof of being registered with the Department of Labor as Electrical Contractor in terms of regulation 6(4) of the Electrical Installation Regulations clearly indicating the registration number and validity period.
8. The bidder must provide a Valid 3EP CIDB Grading Certificate or higher relevant to the tender requirements.
9. The document must be completely filled in Black Ink & corrections are countersigned.
10. Bill of Quantities must be completely filled with Black Ink not erasable fluid.
11. 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.
12. The bidder must provide the recent 3 Years Audited Financial Statements, preferably (2021 / 2022 / 2023). Should the tenderer not qualify for Audited Financial Statements, proof must be attached. Or a copy of financial statement if the bidder does not qualify for Audited Financial Statements.
13. Tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a flash drive with all exhibits and forms required included in the returnable schedule.

Stage 2: Functionality

A functionality evaluation will be carried out, responsive bids will be admitted onto a roster, and thereafter work assignments will be allocated as and when required by the Municipality.

All information provided by the Tenderer for the Functionality Assessments, must pertain to the tenderer's own internal experiences etc., and not that of an external specialist or other contractor. The functionality evaluation will relate to the tenderer's ability to provide a quality service to the Municipality, therefore the tenderers experience will be evaluated.

Tenderers are required to complete all the Functionality Schedules as listed in the Returnable Schedules. Tenderers are to provide information that is in line with their CIDB category. Evaluations will be based on the Tenderers ability to complete works that is in line with the CIDB category. Failure to complete the Functionality Schedules will result in 0 (zero) scoring.

PRE-QUALIFICATION CRITERIA: ELIGIBILITY FOR SPECIFIC WORK ASSIGNMENTS		
TYPICAL WORK ASSIGNMENTS		CIDB GRADING REQUIRED
1.	Electricity Related works over R300 000.00	3EP or higher

The functionality evaluation will focus on **electrical engineering experience, electrification projects, Public Lights projects and overall electricity network maintenance's works on both low voltage and medium voltage etc.** Tenderers scoring less than 60 points will not meet the functionality criterion. Successful tenderers will be placed on a panel for consideration for award of a Work Package. The panel will be valid for three (3) years.

Note: Only the information provided on the schedules for Functionality evaluation and or attached thereto, will be considered to confirm the tendering entity and key staff meets the eligibility criteria. Failure to complete PRE-QUALIFICATION/FUNCTIONALITY schedules may result in the tender being non-responsive.

FUNCTIONALITY EVALUATION SCORING CRITERIA

No.	Activity	Maximum points	Minimum points																																												
1.	<u>Experience</u> Demonstrated experience in the construction of electricity infrastructure projects. Bidders have to furnish copies of appointment letters and completion certificates for all successfully completed projects. Failure to submit traceable completion certificates will lead to no award of points. <u>Number of projects and the value of the largest project in electricity infrastructure projects completed in the past ten (10) years</u> (Attach Appointment Letters with associated Completion Certificates or signed Reference Letter/s indicating successful completion of the projects on the Employer Letterhead) 5 or more Projects above R 3 000 000 each (30 points) 3-4 projects above R 1 500 000 each (20 points) 1-2 projects above R 500 000 each (10 points)	30	20																																												
2.	<u>Key Staff</u> NB: Full CVs of the proposed key members of the Team and Professional Affiliations as well as their affidavits allowing use of their CVs to be attached. Failure to attach any of these will result in no points being allocated <table><tr><td></td><td colspan="7">QUALITY CRITERIA: APPLICATION EXPERIENCE</td></tr><tr><td></td><td>POSITION</td><td>MINIMUM NQF LEVEL</td><td colspan="5">YEARS OF EXPERIENCE</td></tr><tr><td rowspan="2">1</td><td rowspan="2">Project Manager Minimum Bachelor's Degree/ B Tech in Electrical Engineering or Construction Management experience in electrification projects, Public lighting projects/ upgrades and maintenance's of electrical infrastructure projects and construction of overhead lines projects etc.</td><td rowspan="2">7</td><td colspan="2">5 - 9</td><td colspan="2">10 - 14</td><td>>15</td></tr><tr><td>Points</td><td>3</td><td>Points</td><td>5</td><td>Points</td><td>7.5</td></tr><tr><td rowspan="2">2</td><td rowspan="2">Site Agent Minimum Bachelor's Degree/ B Tech in Electrical Engineering or Construction Management. experience in electrification projects, Public lighting projects or upgrades and maintenance's of electrical infrastructure projects and construction of overhead lines projects etc.</td><td rowspan="2">7</td><td colspan="2">5 - 9</td><td colspan="2">10 - 14</td><td>>15</td></tr><tr><td>Points</td><td>3</td><td>Points</td><td>5</td><td>Points</td><td>7.5</td></tr></table>		QUALITY CRITERIA: APPLICATION EXPERIENCE								POSITION	MINIMUM NQF LEVEL	YEARS OF EXPERIENCE					1	Project Manager Minimum Bachelor's Degree/ B Tech in Electrical Engineering or Construction Management experience in electrification projects, Public lighting projects/ upgrades and maintenance's of electrical infrastructure projects and construction of overhead lines projects etc.	7	5 - 9		10 - 14		>15	Points	3	Points	5	Points	7.5	2	Site Agent Minimum Bachelor's Degree/ B Tech in Electrical Engineering or Construction Management. experience in electrification projects, Public lighting projects or upgrades and maintenance's of electrical infrastructure projects and construction of overhead lines projects etc.	7	5 - 9		10 - 14		>15	Points	3	Points	5	Points	7.5	30	20
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	3	Foreman National Diploma in Electrical Engineering-heavy current or Accredited N2 Trade Tested Electrician with Wireman's licence or Higher. experience in electrification projects, Public lighting projects/ upgrades and maintenance's of electrical infrastructure projects and construction of overhead lines projects etc.	4	5 - 9		10- 14		>15																				
				Points	3	Points	5	Points	7.5																			
	4	Occupational Health and Safety Officer Accredited Certificate or Higher. Experience in construction projects	5	5 - 9		10 - 14		>15																				
				Points	3	Points	5	Points	7.5																			
3	<u>Plant and Equipment</u> N.B: Tenderers to submit vehicle/equipment ownership proof or a letter of intent to hire from a service provider (plant hire) or lease of agreement: non-submission will result in loss of points. <table><tr><th>TARGETED GOALS</th><th>TENDERED GOAL</th><th>POINTS AWARDED CONTRACTOR</th></tr><tr><td>1 TLB</td><td>5</td><td></td></tr><tr><td>1 Cherry Picker</td><td>10</td><td></td></tr><tr><td>1 Tipper truck</td><td>10</td><td></td></tr><tr><td>1 Transport truck 9 – 14 ton with crane.</td><td>5</td><td></td></tr><tr><td>1 Underground cable fault locating equipment, thumper or equivalent.</td><td>10</td><td></td></tr></table>								TARGETED GOALS	TENDERED GOAL	POINTS AWARDED CONTRACTOR	1 TLB	5		1 Cherry Picker	10		1 Tipper truck	10		1 Transport truck 9 – 14 ton with crane.	5		1 Underground cable fault locating equipment, thumper or equivalent.	10		40	20
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Please Note:

- Maximum points = 100
- Tenderers/PSP's scoring less than 60 will not meet the functionality criterion.
- Reference checks will be done to determine whether projects were successfully carried out.
- The minimum threshold for a final score is therefore 60.

Stage 3: Financial Offer and Preference Evaluation

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022 (Government Gazette Volume. 689 4 November Number. 47452 2022).

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

POINTS AWARDED FOR PRICE

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

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

Where

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

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

A	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of Free State		4		
Within the boundaries of Dihlabeng municipality		6		

Historically Disadvantaged Individual		10		

Points will be awarded to tenderers who are eligible for preferences in terms of Schedule MBD6.1: Preferencing Schedule (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules. The terms and conditions of Schedule MBD6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.

For each work package, the Municipality will select the required items from the Bill of Quantities and the highest scoring tenderer (on price for selected items and on BEEE points claimed) will be award the individual assignment. For major work assignments over R1 million, bidders are to submit proposed key staff information (e.g. CV's, qualifications and experience) related to the scope of works to the Municipality for approval.

Stage 4: Risk Analysis

In addition to the evaluation of Responsiveness, Functionality and Financial Offer, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

1. The bid of any bidder may be disregarded if that bidder, or any of its directors have –
 - (a) Abused the institution's supply chain management system;
 - (b) Committed fraud or any other improper conduct in relation to such system;
 - (c) Failed to perform on any previous contract.
2. 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 *audi alteram partem* rule was applied.

The Database of Restricted Suppliers is available on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

3. 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)?
The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.
 - (a) Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?
 - (b) Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

This tender is and shall be implemented in accordance with all relevant and applicable legislation, which includes and are not limited to best practice guidelines of procurement, Construction Industry Development Board Regulations, Tender Data and Contract Data, GCC for Construction Works, and etc.

C3.12 Proof of Insurance and Guarantees are not required at tender stage. The service provider must provide proof that the necessary Insurance and Guarantees are in place when being considered for a works package. The Insured amount will depend on the requirements of a works package.

C3.13 Acceptance of tender offer

Add the following to C.3.13:

C.3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS (Returnable Schedule 3);
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 - iii) failed to perform on any previous contract and has been given a written notice to this effect
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of

the Employer or potentially compromise the tender process.

C.3.15 *Replace Clause C.3.15 with the following:*

C.3.15.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Dhlabeng Local Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- b) Objections, complaints, queries and disputes must be submitted in writing to the Municipal Manager, Dhlabeng Local Municipality, PO Box 551, Bethlehem 9700.

C.3.15.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Dhlabeng Local Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Dhlabeng Local Municipality Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Reasons and/or grounds for the appeal
 - ii) The way in which the appellants rights have been affected
 - iii) Remedy sought by appellant
- c) Appeals must be submitted in writing to the Municipal Manager, Dhlabeng Local Municipality, PO Box 551, Bethlehem 9700.

C.3.15.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

Clauses F.3.13.2 and F.3.13.3 do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- a) All legal process and pleadings must be served on the Municipal Manager, Dhlabeng Local Municipality, PO Box 551, Bethlehem 9700.
- b) All requests in terms of PAJA and PAIA must be submitted in writing to the Municipal Manager, Dhlabeng Local Municipality, PO Box 551, Bethlehem 9700.

C.3.16 *Add the following to C.3.16.1:*

C.3.16.1 Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice, and only once the processes described in F.3.13.2 and F.3.13.3 above have been completed can the Employer sign the Acceptance part of the Form of Offer and Acceptance.

Replace sub-clause F.3.16.2 with the following:

C.3.16.2 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

The additional conditions of tender are:

C.4.1 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

C.4.2 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any

- additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.
 - 5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

C4.3 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the Employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts with the Dhlalabeng Local Municipality in this regard.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the Employer that he/she has the resources and skills required.

C.4.4 Invalid tenders

Tenders may be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the offer (on the Form of Offer and Acceptance) has not been signed;
- d) if the offer (on the Form of Offer and Acceptance) is signed, but the name of the tenderer is not stated or is indecipherable.

C.4.5 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Employer with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Employer is prohibited from making an award to:
 - a person who is in the service of the state;
 - a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
 - an advisor or consultant contracted with the Employer, or
 - a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this Schedule may result in the tender not being considered.

C.4.6 Combating abuse of the Supply Chain Management Policy

In terms of the Municipality's Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Schedule 4, Part T2.2: Returnable Schedules: Declaration of Bidder's Past Supply Chain Management Practices (in terms of the Municipal Finance Management Act). Failure to complete this Schedule may result in the tender not being considered.

C.4.7 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, with the exception that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2. Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.4.8 Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for BBBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

C.4.9 Rates and Pricing

The rates and / or prices submitted and stated in the Pricing Data shall be final and binding throughout the period of the Contract. Where the tenderer has stipulated conditions tied to a submitted rate, the rate will be deemed null and void.

- a) Only tenderers, whose CIDB grading is in line with the value of the Work Assignment / Package, will be considered for appointment of a Work Assignment / Package.
- b) Tenderers cannot be considered for a Work Assignment / Package where rates have not been submitted for items that are included in the bill of quantities of a Work Assignment / Package.
- c) The Municipality would endeavour to achieve a degree of equity among the listed tenderers.
- d) The Municipality reserves the right not to successively appoint the same tenderer, however, the

Municipality will ensure that value for money principals (economy, effectiveness and efficiency) are achieved, when making appointments for Work Assignment / Packages.

- e) Work Assignment / Packages cannot be awarded, or the awarded electrical works assignments would be cancelled, should the tenderer not comply with the following:
- Submit to Municipality, all required Guarantees and Insurances, within 7 days of being requested to do so.
 - Submit to the Municipality, within 3 days, written confirmation that the tenderer has the ability to carry out the works:
 - within the timeframe required by the Municipality,
 - utilizing the proper materials and work method, as specified in the Contract Data,.
 - utilizing the proper work methods, as specified in the Contract Data
- f) Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with tender and contract requirements.
- g) Tenderers are to note that the Municipality reserves the right not to make use this tender, where it is and where it is apparent that a successful service provider's rate(s) are not in line with market related prices.
- h) Tenderers are to note that work will be executed in such a manner as to maximise the use of labour-intensive construction methods in order to provide unskilled employment opportunities. For certain works a Community Liaison Officer (CLO) may be required and can be appointed by the Contractor. The primary functions of the CLO shall be to assist the contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Engineer and the local communities.

C.4.10 Unbundling of Municipal Infrastructure Assets

As part of the project close-out, the contractor must also unbundle the assets. The unbundling of capital assets means breaking down the capital assets into components according to the capital asset hierarchy as per GRAP 17 (PPE) in support of the annual compilation of a GRAP compliant Fixed Asset Register. In dealing with the unbundling of capital assets, the unbundling must occur at the end of every financial year and the end of the project. See Part C3: SCOPE OF WORKS, item no.C3.1.10 for more details.

DIHLABENG LOCAL MUNICIPALITY

Part T2: Returnable Documents

	Pages
T2.1 List of Returnable Documents	21
T2.2 Returnable Schedules	22 to 46

T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

1. **Returnable Schedules Required for Tender Evaluation Purposes**

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

SCHEDULE 2: AUTHORITY TO SIGN BID

SCHEDULE 3: DECLARATION OF INTEREST (**MBD 4**)

SCHEDULE 4: CERTIFICATE OF INDEPENDENT BID DETERMINATION (**MBD 9**)

SCHEDULE 5: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

SCHEDULE 6: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (**MBD 8**)

SCHEDULE 7: CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES (**MBD 10**)

SCHEDULE 8: FUNCTIONALITY ASSESSMENT 1

SCHEDULE 9: FUNCTIONALITY ASSESSMENT 2

SCHEDULE 10: COMPULSORY SITE VISIT/CLARIFICATION MEETING CERTIFICATE OF ATTENDANCE

2. **Other documents required for tender evaluation purposes**

a) Joint Venture Agreement (if applicable) - append to Schedule 5.

3. **Returnable Schedules that will be incorporated into the Contract**

SCHEDULE 12: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 13: RECORD OF ADDENDA TO TENDER DOCUMENTS

SCHEDULE 14: PREFERENCING SCHEDULE (**MBD 6.1**) **This form must be duly completed and signed? Is a CERTIFIED copy of the BBBEE certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached?**

SCHEDULE 15: CERTIFICATE OF REGISTRATION WITH CIDB

SCHEDULE 16: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)(**MBD5**)

SCHEDULE 17: LETTER OF GOOD STANDING FROM COMPENSATION COMMISSIONER OR LICENSED COMPENSATION INSURER.

4. **C1.1 The offer portion of the C1.1 Form of Offer and Acceptance**

5. **C1.2 Contract Data (Part 2)**

6. **C2.2 Bills of Quantities**

DIHLABENG LOCAL MUNICIPALITY

T2.2 RETURNABLE SCHEDULES

NOTES:

Wherever the term 'bid' is used, it shall mean 'tender' or 'tender offer'.

Wherever the term 'bidder' is used, it shall mean 'tenderer' or 'tendering entity'.

Wherever the term 'bidding' is used, it shall mean 'tendering'.

SCHEDULE 1**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:

Address of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, CRS number:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Refer to Schedule 2

Section 7: Record of spouses, children and parents in the service of the state

Refer to Schedule 2

The undersigned, who warrants that he/she is duly authorised 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 fraud 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;
- 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.

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 2: AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

SCHEDULE 3

DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their 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 of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state?¹ **YES / NO**
 - 3.8.1 If so, furnish particulars.
.....
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If so, furnish particulars.
.....
- ¹ MSCM Regulations: "in the service of the state" means to be –
 - (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal entity;
 - (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) an executive member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.
- ² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.
- 3.10 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If so, furnish particulars.
.....

3.11 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**

3.11.1 If so, furnish particulars.

.....

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

3.12.1 If so, furnish particulars.

.....

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

3.13.1 If so, furnish particulars.

.....

.....

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

3.14.1 If so, furnish particulars.

.....

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

Full name	Identity Number	State Employee Number

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

.....
Capacity

.....
Name of Bidder

DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 4

CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids 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)¹. Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

DIHLABENG LOCAL MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:

¹ 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.

- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. 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 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Capacity

.....

Name (print)

.....

Name of firm

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

DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 5

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize

Mr/Ms authorised signatory of the company,

close corporation or partnership , acting in the capacity

of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our

behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note:

A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 6

DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 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. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 7

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES (MBD 10)

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

- (To be signed in the presence of a Commissioner of Oaths)

I, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1) (d) (i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Dihlabeng Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

Please attach certified copy (ies) of ID document(s) and Municipal Accounts If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date

COMMISSIONER OF OATHS Signed and sworn to before me at __, on this _____ day of __20__ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. COMMISSIONER OF OATHS:- Position: _____ Address: _____ Tel: _____	Apply official stamp of authority on this page:
--	---

DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 8 - FUNCTIONALITY SHEET 1

ORGANISATIONAL STRUCTURE, PLANT AND EQUIPMENT LIST, CONTRACTORS EXPERIENCE,

Tenderers must attach to this page sufficient information in order to qualify for the points in respect of quality, the following information is required:

- Background / Organisation / Management / Years in practice.
- Fields of activity / expertise
- Staffing: The contractor must provide an organizational chart, listing the number and composition of the teams depicting number of workers in each team.
- The roles and responsibilities, of each key staff member should be set out as job descriptions
- The contractor should also list available plant and machinery. Where a tenderer does not own plant or machinery confirmation of availability must be provided for plant/machinery that will be hired.
- In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tender shall indicate on the schedule below all relevant projects that have been completed in their local office with completion dates in the past five years, or that are underway at present specifically. A brief description (less than 200 words) for each project listed in the table below must be appended to this schedule. Contact details for references must be provided.

CIDB GRADING: CONTRACTORS EXPERIENCE:

TITLE	CONTRACT VALUE (VAT INCLUDED)	DURATION (FROM-TO)	DISCRIPTION WORKS	OF	CLIENT	CONTACT REFERENCE AND PHONE NO

Signed on behalf of Tenderer:

DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 9 - FUNCTIONALITY SHEET 2

CONTRACTOR'S KEY PERSONNEL

This criteria relates to the education, training and experience of the key staff members / experts, in the electrical engineering infrastructure fields, including both construction and maintenance. CV and certified qualifications and training certificates must be attached.

CIDB GRADING:.....

PROJECT MANAGERS , SITE AGENTS AND FOREMEN				
NAME	JOB TITLE	QUALIFICATIONS	TRAINING	NO OF YEARS RELEVANT EXPERIENCE

Attach additional pages if more space is required

SUPERVISORS, ARTISANS AND OTHER SKILLED STAFF				
NAME	JOB TITLE	QUALIFICATIONS	TRAINING	NO OF YEARS RELEVANT EXPERIENCE

Attach additional pages if more space is required

Signed on behalf of Tenderer:

DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 10

COMPULSORY SITE VISIT/CLARIFICATION MEETING – CERTIFICATE OF ATTENDANCE (N/A)

I / We*, the undersigned, certify that I / we* have familiarized ourselves with the requirements of this tender as discussed at the virtual meeting for which I / we* am / are* submitting this Tender and have, as far as practicable, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender

Name and surname :

Capacity :

Name of firm :

Address :

.....

.....

Telephone no : Fax no :

Date :

SIGNED ON BEHALF OF TENDERER :

By having this certificate signed by the Employer's Agent, it is certified that the Tenderer attended the compulsory site visit/clarification meeting at the details stated in Part T.1 Tender Notice and Invitation to Tender.

Date :

Name and surname :

SIGNED : EMPLOYER OR EMPLOYER'S AGENT :

DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 10

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE DIHLABENG LOCAL MUNICIPALITY

To: THE MUNICIPAL MANAGER, DIHLABENG LOCAL MUNICIPALITY

From: _____
(Name of Tenderer)

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE DIHLABENG LOCAL MUNICIPALITY

The Tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipal Manager may reject the tender of the Tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Dihlabeng Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the Dihlabeng Local Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the Tenderer.

I, _____, the undersigned,

(full name in block letters)

hereby authorise the Dihlabeng Local Municipality to deduct the full amount outstanding by the Tenderer/Contractor or any of its directors/members/partners from any payment due to the Tenderer/Contractor.

Signature

THUS DONE AND SIGNED for and on behalf of the Tenderer/Contractor

at on the day of 20.....
(PLACE) (DAY) (MONTH) (YEAR)

DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 10

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 11

PREFERENCING SCHEDULE (MBD 6.1)

Preference points claim form in terms of the Preferential Procurement Regulations 2022

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, 2022.

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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 PRICE	...80.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	...20.....
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor 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 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- 2.4 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us);

- 2.5 “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6 “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8 “**proof of B-BBEE status level of contributor**” means:
- 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022 (Government Gazette Volume. 689 4 November Number. 47452 2022).

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

POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of Free State		4		
Within the boundaries of Dihlabeng municipality		6		
Historically Disadvantaged Individual		10		

4. BID DECLARATION

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

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

5.1 B-BBEE Status Level of Contribution: =.....(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a sworn affidavit.)

6. SUB-CONTRACTING

6.1 Will any portion of the contract be sub-contracted? **YES / NO**
(delete which is not applicable)

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

6.1.2 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company:

7.2 VAT registration number:

7.3 Company registration number:

7.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

7.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

7.7 MUNICIPAL INFORMATION

Municipality where business is situated.....
Registered Account Number
Stand Number

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

7.9 I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

7.10 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 –

7.10.1 disqualify the person from the bidding process;

7.10.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

7.10.3 cancel the contract and claim any damages which it has suffered as a result of having to make less

favourable arrangements due to such cancellation;

7.10.4 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

7.10.5 forward the matter for criminal prosecution.

WITNESSES:

1.

1.

.....
SIGNATURE(S) OF BIDDER(S)

DATE

ADDRESS

.....

.....

.....

DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 12: CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

Where a tenderer satisfies 3EP CIDB Contractor Grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

NB: Please note that no latecomers will be allowed.

*For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be **disqualified***

DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 13: – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED) (MBD5)

For all procurement (WORK ASSIGNMENTS) expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
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 a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
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?	YES		NO	
3.1. If yes, furnish 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?	YES		NO	
4.1 If yes, furnish particulars				
CERTIFICATION I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.				
SIGNATURE		DATE		
NAME (PRINT)				
CAPACITY				
NAME OF FIRM				

DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 14: – COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Dihlabeng Local Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

DIHLABENG LOCAL MUNICIPALITY

Part C1: Agreements and Contract Data

	Pages
C1.1	Form of Offer and Acceptance (Agreement)48 to 52
C1.2	Contract Data53 to 65
C1.3	Form of Performance Guarantee.....66 to 68
C1.4	Occupational Health and Safety Agreement69 to 70
C1.5	Protection of the Environment Declaration.....71
C1.6	Insurance Broker's Warranty 72

DIHLABENG LOCAL MUNICIPALITY

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER *(Failure to complete and sign this form will invalidate the tender)*

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

CONTRACT NO. PW005/2024: Appointment of panel of 10 Electrical Contractors for Electrification Projects and Electricity Infrastructure Upgrades for a Period of 36 Months

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

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

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

.....
.....(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 Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

Signature *(of person authorized to sign the tender)* :

Name *(of signatory in capitals)* :

Capacity *(of signatory)* :

Name of Tenderer (organisation) :

Address :

:

Witness:

Signature :

Name *(in capitals)* :

Date :

For official use.

**INITIALS OF MUNICIPAL OFFICIALS AT
TENDER OPENING**

1.

2.

3.

C1.1.2 FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

Part C1:	Agreements and Contract Data (which includes this Agreement)
Part C2:	Pricing Data
Part C3:	Scope of Work

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

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 at, or just after, the date this Agreement comes into effect. 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 days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the Employer:

Signature (of person authorized to sign the acceptance) :

Name (of signatory in capitals) :

Capacity (of signatory) :

Name of Employer (organisation) : DIHLABENG LOCAL MUNICIPALITY

Address : 9 Muller Street
BETHLEHEM 9701

Witness:

Signature (of person authorized to sign the acceptance) :

Name (in capitals) :

Date :

C1.1.3 SCHEDULE OF DEVIATIONS

This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER on award of a Work Assignment

Notes:

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

1	Subject	
	Details	
		
		
		
2	Subject	
	Details	
		
		
		
3	Subject	
	Details	
		
		
		
4	Subject	
	Details	
		
		
		

By the duly authorised representatives signing this Schedule of Deviations, 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 Returnable 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.

FOR THE TENDERER:

Signature :

Name (*in capitals*) :

Capacity :

Name and address of organisation :

:

:

Witness signature :

Witness name :

Date :

FOR THE EMPLOYER:

Signature :

Name (*in capitals*) :

Capacity :

Name and address of organisations :

:

:

Witness signature :

Witness name :

Date :

C1.1.4 CONFIRMATION OF RECEIPT

This form will be completed by ONLY THE SUCCESSFUL TENDERER on award of a Work Assignment

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)
of (month)
20 (year)
at (place)

FOR THE TENDERER:

Signature :

Name (*in capitals*) :

Capacity :

Name and address of organisation :

:

:

Witness signature :

Witness name :

Date :

DIHLABENG LOCAL MUNICIPALITY

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works, Third Edition, 2015

Prepared by the South African Institution of Electrical Engineering (SAIEE) shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Electrical Engineering (SAIEE), 18A Gill Street, Innes St, Observatory, Johannesburg, 2198, Tel: (011) 487 3003, e-mail: reception@saiee.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

C1.2.2 CONTRACT SPECIFIC DATA

C1.2.2.1 PART 1: DATA TO BE PROVIDED BY THE EMPLOYER (INCLUDING SPECIAL CONDITIONS OF CONTRACT)

Ref/Clause Number	Data
1. GENERAL	
1.1.1.1	<i>Re-word this sub-clause as follows:</i> "agreed" means agreed by the Employer, or the Employer's Agent acting on behalf of the Employer, and the Contractor.
1.1.1.2	<i>Add the following after "Bill of Quantities":</i> ", also referred to as Schedule of Quantities,"
1.1.1.13	The Defects Liability Period, from the date of the issue of the Certificate of Completion, is: Twelve (12) Months.

DIHLABENG LOCAL MUNICIPALITY

Ref/Clause Number	Data								
1.1.1.14	The time available for achieving Practical Completion, from the Commencement Date is will be stipulated in the appointment letter of each work assignment inclusive of: - the number of days referred to in Clause 5.3.2 below, - the number of days referred to in Clause 5.3.3, - non-working days referred to in Clause 5.8.1 below, - special non-working days referred to in Clause 5.8.1 below.								
1.1.1.15	The name of the Employer is the DIHLABENG LOCAL MUNICIPALITY, represented by the Director: Infrastructure Services and/or such other person or persons duly authorised thereto by the Employer in writing, and is referred to in this Contract Document by the terms "Employer", "Dihlabeng Local Municipality" or "Council" as the context provides.								
1.1.1.16	Add the following: In instances where a Consulting Engineer as not been appointed as the Employer's agent. The Manager Electricity Services will fulfil the role as Employers' Agent.								
1.1.1.26	The Pricing Strategy is by Re-measurement Contract.								
	<i>Add the following Clauses after Clause 1.1.1.34:</i>								
1.1.1.35	"Drawings" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.								
1.1.1.36	"Letter of Notification" means the letters of formal notification (for placement onto the Municipality's Electricity Services Contractor Panel) signed by the Employer, of the decision of the Municipality's Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderers Offers and no rights shall accrue.								
1.2.1.2	The address of the Employer is: <table border="0"> <tr> <td><u>Physical address:</u></td> <td><u>Postal address:</u></td> </tr> <tr> <td>9 Muller Street</td> <td>PO Box 551</td> </tr> <tr> <td>BETHLEHEM</td> <td>BETHLEHEM</td> </tr> <tr> <td>9700</td> <td>9700</td> </tr> </table> The Employer is represented by: Manager: Electricity Services Mr SM Masoeu Telephone: 058 303 5732 Email: samuelm@dihlabeng.com or dlmelectricity@gmail.com	<u>Physical address:</u>	<u>Postal address:</u>	9 Muller Street	PO Box 551	BETHLEHEM	BETHLEHEM	9700	9700
<u>Physical address:</u>	<u>Postal address:</u>								
9 Muller Street	PO Box 551								
BETHLEHEM	BETHLEHEM								
9700	9700								

Ref/Clause Number	Data
2. BASIS OF CONTRACT	
2.4.1	<i>Add the following to sub-clause 2.4.1:</i> "In the event of any discrepancy between a part or parts of the Contract Document, the following sections will take precedence: i. The Form of Offer and Acceptance (C1.1) ii. Schedule of Deviations (C1.1.3) iii. Contract Specific Data (C1.2.2) iv. General Conditions of Contract 2015 v. Drawings vi. Amendments to Standard Specifications (C3.4.2) vii. Standard Specifications (C3.4.1) viii. Bills of Quantities (C2.2) ix. Annexures (C4) x. Tendering Procedures and Returnable Schedules, Forms and Certificates. (T1 & T2)."
3. EMPLOYER'S AGENT	
3.2.3	Specific written approval from the Employer, is required before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract or Contract Data: a) Clause 3.3.1 Nomination of Employer's Agent's Representative b) Clause 3.3.4 Employer's Agent's authority to delegate c) Clause 5.8.1 Non-working times d) Clause 5.11.1 Suspension of the Works e) Clause 5.12.4 Acceleration instead of extension of time f) Clause 6.3 Variations g) Clause 6.11 Variations exceeding 15% h) Clause 10.1.5 Employer's Agent's ruling on Contractor's claim
	<i>Add the following Clause after Clause 3.2.4:</i>
3.2.5	Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Employer's Agent (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.
4. CONTRACTOR'S GENERAL OBLIGATIONS	

Ref/Clause Number	Data
4.1.2	<i>Add the following to Clause 4.1.2:</i> The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.
	The Works shall include any work which is necessary to satisfy the Employer's Requirements, Contractor's Proposal and Schedules, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works. The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction and of all the Works. The Contractor shall, whenever required by the Employer's Agent, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Employer's Agent."
	<i>Add the following Clause after Clause 4.3.2:</i>
4.3.3	The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder. Inter alia, the Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall always be available for inspection on Site and handed over to the Employer on Final Completion of the project An agreement is included in the Contract Document (Part C1.4 in Agreements and Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licensed compensation insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.
4.4.1	<i>Add the following to Clause 4.4.1:</i> Any sub-contractor which contributed to the fulfilment of the required experience criteria, as part of the tender eligibility criteria, as defined under Clause F.2.1.1.3 – Part 1.2 – Tender Data, may only be replaced by sub-contractors during the Contract who have at least equal experience to those identified in Returnable Schedule 8 and 9 in Part T2.1 – Returnable Schedules, and will be subject to the approval and acceptance of the Employer.
	<i>Add the following Clauses after Clause 4.12.3:</i>
4.12.4	Protection of the Environment The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor's attention is also drawn to the Environmental Specification in the Scope of Work.

Ref/Clause Number	Data
4.12.5	As-built records The Contractor shall prepare, and keep up-to-date, a complete set of 'as-built' records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this Clause. Two copies shall be supplied to the Employer's Agent prior to the commencement of the Tests on Completion. In addition, the Contractor shall supply to the Employer's Agent as-built drawings of the Works, showing all Works as executed, and submit them to the Employer's Agent for review. The Contractor shall obtain the consent of the Employer's Agent as to their size, the referencing system, and other relevant details. The Works shall not be considered to be completed for the purposes of the issuing of the Completion Certificate under Clause 5.14.4 until the Employer's Agent has received these documents.
5. TIME AND RELATED MATTERS	
5.3.1	The documentation required before commencement with Works execution is: a) Health and Safety Plan (Refer to Clause PMD-8.3 in the Health and Safety Specification in Part C3.4 in the Scope Work) b) Initial programme (Refer to Clause 5.6) c) Security (Refer to Clause 6.2) d) Insurance (Refer to Clause 8.6) e) Occupational Health and Safety Agreement (Part C1.4 in Agreements and Contract Data) f) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 4.3) g) Protection of the Environment Declaration (Part C1.5 in Agreements and Contract Data)
5.3.2	Documentation required before commencement with Works execution shall be submitted within 14 days .
5.4.2	Access to and possession of the Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.
	<i>Add the following Clause after Clause 5.4.3:</i>
5.4.4	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.
5.6.1	<i>Add the following to Clause 5.6.1:</i> "The programme must be submitted in Gantt chart format. If applicable, expected interface dates with other contractors are to be shown. The Gantt chart should show the baseline and suitable milestones. The programme must clearly identify the critical path for completion of the Works."

Ref/Clause Number	Data
5.8.1	The non-working days are Sundays. The special non-working days are: a) All gazetted public holidays falling outside the year end break. b) The year-end breaks (all dates inclusive to the yearend breaks) commencing on or around 16 December and ending on or around 7 January.
5.8.1	Delete the words “sunset and sunrise” and replace with “17:00 and 07:00”.
5.12.1	<i>Add the following to the end of Clause 5.12.1:</i> “, but shall only be granted where it is also shown that a delay has occurred to the critical path of the approved programme referred to in sub-clause 5.6.3.”

Ref/Clause Number	Data																								
.12.2.2	No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12. During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work. <table> <tr><td>January</td><td>2 days</td></tr> <tr><td>February</td><td>2 days</td></tr> <tr><td>March</td><td>3 days</td></tr> <tr><td>April</td><td>4 days</td></tr> <tr><td>May</td><td>8 days</td></tr> <tr><td>June</td><td>9 days</td></tr> <tr><td>July</td><td>9 days</td></tr> <tr><td>August</td><td>8 days</td></tr> <tr><td>September</td><td>5 days</td></tr> <tr><td>October</td><td>4 days</td></tr> <tr><td>November</td><td>2 days</td></tr> <tr><td>December</td><td>2 days</td></tr> </table> Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer's Agent's Representative as lost due to rainfall, less the number of days allowed for above, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL. It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.	January	2 days	February	2 days	March	3 days	April	4 days	May	8 days	June	9 days	July	9 days	August	8 days	September	5 days	October	4 days	November	2 days	December	2 days
January	2 days																								
February	2 days																								
March	3 days																								
April	4 days																								
May	8 days																								
June	9 days																								
July	9 days																								
August	8 days																								
September	5 days																								
October	4 days																								
November	2 days																								
December	2 days																								
5.13.1	The penalty for failing to complete the Works as per the individual scope of works will be determined separately for each work assignment ranging from a minimum of 3% per month per work package value. <i>Insert the following after "actual date of Practical Completion":</i> "... or, in the case of termination by the Employer in terms of Clause 9.2.1, the actual date of termination,"																								
5.14.1	The requirements for achieving Practical Completion will be determined by the Employer's Agent in consultation with the Contractor and Employer, but will as a minimum entail the following: • Full access to the completed works by the Employer.																								

Ref/Clause Number	Data
5.14.5.1	<i>Amend Clause 5.14.5.1 as follows:</i> In the second line, replace the word “Guarantor” with the words “Contractor, who shall then be responsible for returning it to the Guarantor”
5.16.3	The latent defects period is 10 years .
6. PAYMENT AND RELATED MATTERS	
6.2.1	Delete the word “selected” and replace it with “stated”. The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum. The performance guarantee shall contain the precise wording of the document included in Part C1.3 of the Contract Data: Form of Performance Guarantee, and it shall be issued by a financial institution approved by the Employer, as listed in the Annexure attached thereto.
6.2.2	<i>Delete Clause 6.2.2 in its entirety.</i>
6.2.3	<i>Delete Clause 6.2.3 in its entirety and replace with the following:</i> “The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.”
6.4	<i>Add the following to the end of the clause:</i> “If the Employer’s Agent requests prices or rates for extra or additional work, the Contractor shall supply the prices or rates for the work within fourteen (14) days of the request. If the Employer’s Agent considers the prices or rates unreasonable he/she shall request the Contractor to revise these prices or rates immediately. Delays that arise as a result of the Contractor’s failure to supply reasonable rates within the fourteen (14) days period shall be the responsibility of the Contractor. The prices or rates shall be accompanied by a fully detailed, complete break-down indicating mark- ups throughout and copies of suppliers/sub-contractors quotations shall be attached. On completion of the extra or additional work, and when the Contractor has made payment to his/her suppliers/sub-contractors, the Contractor shall supply the Employer’s Agent with copies of all his/her suppliers/sub-contractors, invoices and receipts.”
6.5.1.2.3	The percentage allowance to cover overhead charges is 10% .

Ref/Clause Number	Data
6.8.2	<i>Add the following to Clause 6.8.2:</i> Adjustment in rates and/or prices The contract price shall be subject to contract price adjustment in accordance with Clause 6.8: Adjustment in rates and/or prices. If special materials are specified in the Contract Data then the provisions of Clause 6.8.3 shall apply to such special materials. Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the contract price adjustment schedule with the values of base month. The base date for the purposes of calculating Contract Price Adjustment (CPA) shall be the month prior to the tender closing date. “L” is the “Labour index” and shall be the consumer price index for Free State Province “E” is the “Equipment Index” and shall be the price index for “Plant and Equipment”, as published in the Statistical Release PO151.1 Table 4 the “Mining and construction plant and equipment price index”, of Statistics South Africa. “M” is the “Materials Index” and shall be the price index for “Electrical Engineering Material – Structures (Excl. Bitumen)”, as published in the Statistical Release PO151.1. Table 6 of the “Electrical engineering material price indices” of Statistics. “F” is the “Fuel Index” and shall be the price Index for “Coal and petroleum products: Diesel”, as published in the Statistical Release PO142.1 Table 1 the “PPI for final manufactured goods”, of Statistics South Africa. Note: The contract price Adjustment factor shall be calculated to six decimal places.
6.8.4	<i>Add the following to Clause 6.8.4:</i> “Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.”
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 80%.
6.10.1.7	<i>Add the following after the words “Clause 5.13”:</i> “or any other fines or penalties that become due under the Contract”

Ref/Clause Number	Data
6.10.3	Delete the word “selected”. <i>Add the following to Clause 6.10.3:</i> “Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractor shall be subject to a retention by the Employer of an amount of 10% of the said amounts due to the Contractor, with no limit. A guarantee in lieu of retention is not permitted. Interest <u>will not</u> be paid on retention withheld by the Employer.”
6.10.4	<i>Add the following to the last sentence of Clause 6.10.4:</i> “..., dated as at the date of delivery of the Contractor's statement to the Employer's Agent.” <i>Add the following to Clause 6.10.4:</i> “Notwithstanding the above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2, and as described in the Scope of Work.”
7. QUALITY AND RELATED MATTERS	
7.5.1	<i>Add the following to Clause 7.5.1:</i> “The Contractor shall give notice to the Employer's Agent at least 48 hours' notice for the inspection of the works.”
	<i>Add the following Clause after Clause 7.9.1:</i>
7.10	The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Employer's Agent shall be entitled to audit any aspect of the system. Details of all procedures and compliance documents shall be submitted to the Employer's Agent for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Employer's Agent, evidence of the prior approval by the Contractor himself shall be apparent on the document itself. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.
8. RISKS AND RELATED MATTERS	
8.6.1.1.2	The value of Plant and Materials supplied by the Employer to be included in the insurance sum is R0.00 (Nil) .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 (Nil) .
8.6.1.3	The limit of indemnity for liability insurance will be determined separately for each work assignment – the number of claims to be unlimited during the construction and defects liability periods.

Ref/Clause Number	Data
8.6.1.5	In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required: a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement. b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993. c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
	d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
8.6.6	The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in Part C1.6 Insurance Broker's Warranty.
9. TERMINATION OF CONTRACT	
9.1.6	<i>Replace "and 9.1.3" with:</i> <i>“, 9.1.3 and 9.1.7”</i>
	<i>Add the following Clause after Clause 9.1.6:</i>
9.1.7	Death of Sole Proprietor/Member Upon the death of the Contractor who was a Sole Proprietor, or a sole member of a Close Corporation, the Contract will terminate forthwith. The Employer shall pay to the Contractor's estate any money which it considers due under the Contract in terms of Clause 9.1.5, in full and final settlement thereof.
9.2.1	<i>Delete "or" at the end of Clause 9.2.1.3.6 and add the following three Clauses after Clause 9.2.1.3.7:</i>
9.2.1.3.8	Has failed to provide the required insurances within the prescribed time,
9.2.1.3.9	Has committed a corrupt or fraudulent act during the tender process or the execution of the Contract, or
9.2.1.3.10	Has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract.
10. CLAIMS AND DISPUTES	

Ref/Clause Number	Data
10.1.3.1	<i>Add the following sentence to the last sentence of this sub-clause 10.1.3.1:</i> “, but not more than 14 days after the occurrence.”
10.5.1	Dispute resolution is to be by means of ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is: Nil
10.7.1	Failing ad-hoc adjudication, the determination of disputes shall be by arbitration.
	ADDITIONAL CONDITIONS OF CONTRACT <i>Add the following Clause after Clause 10:</i>
11	Details to be confidential The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.

C1.2.2.2**PART 2: DATA TO BE PROVIDED BY THE CONTRACTOR**

1.1.1.9	The legal name of the Contractor is:
1.2.1.2	The Physical address of the Contractor is: The Postal address of the Contractor is: The contract details of the Contractor is: Telephone: Fax: Email:

DIHLABENG LOCAL MUNICIPALITY

C1.3 FORM OF PERFORMANCE GUARANTEE

Pro Forma

TO BE COMPLETED ON AWARD OF WORK ASSIGNMENT

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The Dihlabeng Local Municipality.

"Contractor" means:

"Employer's Agent" means:

"Works" means: Contract No. **PW005/2024: Appointment of panel of 10 Electrical Contractors for Electrification Projects and Electricity Infrastructure Upgrades for a Period of 36 Months.**

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means: The date of issue by the Employer's Agent of the Certificate of Completion of the Works.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/ final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

DIHLABENG LOCAL MUNICIPALITY

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

TO BE COMPLETED ON AWARD OF WORK ASSIGNMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE DIHLABENG LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

..... ,
(Contractor/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,....., representing

....., as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day of.....20....

Witness

Mandatar

Signed at on the.....day of.....20

Witness

for and on behalf of
Dihlabeng Local Municipality

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations, 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarise himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.
14. The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

DIHLABENG LOCAL MUNICIPALITY

C1.5 PROTECTION OF THE ENVIRONMENT DECLARATION

TO BE COMPLETED ON AWARD OF WORK ASSIGNMENT

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: PW005/2024

CONTRACT TITLE: Appointment of panel of 10 Electrical Contractors for Electrification Projects and Electricity Infrastructure Upgrades for a Period of 36 Months

I/ we,{Contractor} record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Materials items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed
CONTRACTOR

Date.....

DIHLABENG LOCAL MUNICIPALITY

C1.6 INSURANCE BROKER'S WARRANTY

TO BE COMPLETED ON AWARD OF WORK ASSIGNMENT

Pro Forma

Logo

Letterhead of Contractor's Insurance Broker

Date

DIHLABENG LOCAL MUNICIPALITY
PO Box 551
BETHLEHEM
9700

Dear Sir

CONTRACT NO.: **PW005/2024**

CONTRACT TITLE: **Appointment of panel of 10 Electrical Contractors for Electrification Projects and Electricity Infrastructure Upgrades for a Period of 36 Months.**

NAME OF CONTRACTOR:

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the DIHLABENG LOCAL MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

DIHLABENG LOCAL MUNICIPALITY

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions	74 to 75
C2.2 Bills of Quantities.....	76 to 111

DIHLABENG LOCAL MUNICIPALITY

C2.1 PRICING ASSUMPTIONS

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the Contract that the tenderer has taken into account when developing his prices.

1. All rates to exclude VAT. (Vat will be added when an individual assignment is compiled).
2. The method of measurement published by the ECB and SANS Standard Specifications for Electrical Engineering Works.
3. Measurement and payment shall be in accordance with the ECB and SANS Standard Specifications for all Electricity Works, subject to the variations and amendments contained in the section. Should any requirements of the measurement and payment clause of the applicable ECB/SANS Standardized Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the ECB/SANS standardized Specification or Scope of Work, as applicable, shall prevail.
4. The rates and / or prices submitted and stated in the Pricing Data shall be final and binding throughout the period of the Contract. Where the tenderer has stipulated conditions tied to a submitted rate, and the condition results in a variance in the rate, the rate will be deemed null and void. Contract Price Adjustment and Rise is applicable as well as Rise and Fall on copper items.
5. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:
 - i. **Unit:** The unit of measurement for each item of work as defined in the Standard Specifications.
 - ii. **Quantity:** The number of units of work for each item.
 - iii. **Rate:** The agreed payment per unit of measurement.
 - iv. **Amount:** The product of the quantity and the agreed rate for an item.
 - v. **Lump sum:** An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
 - vi. **Provisional sum:** An amount provided for work the scope and/or the necessity of which is undecided and which will be dealt with in accordance with clause 6.6.1 of the General Conditions of Contract.
 - vii. **Prime cost sum:** An amount provided to cover the cost price of certain goods, services or materials in accordance with clause 6.6.2 of the General Conditions of Contract.
5. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	mega newton
MN.m	=	mega newton-metre
MPa	=	mega pascal
No.	=	number
Prov sum	=	Provisional sum

PC sum =	Prime Cost sum
R/only =	Rate only
sum =	lump sum
t =	ton (1000 kg)
W/day =	Work day

6. The quantities set out in the Bills of Quantities are indicative of a medium sized Work Assignment / Package / project, but the Contractor will be required to undertake whatever quantities may be directed by the Employer or his agent. The Contract Price for a completed Work Assignment / Package / project shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices. Quantities listed will vary for smaller or larger Work Assignment / Packages.
7. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
8. The rates in the Bill of Quantities are to be fully inclusive rate for the work described under the several items. Such rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable rates shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. Rates submitted are applicable to all areas falling within the Dihlabeng Municipal Area.
9. Unless otherwise stated, items are measured net in accordance with final and actual quantities used with no allowance made for waste.
10. 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;

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
11. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
12. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
13. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the SANS Standard Specifications.
14. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the ECB/SANS Standard Specifications for electricity works.
14. The base date for the purposes of calculating Contract Price Adjustment (CPA) shall be the month before the tender closing date.
15. Due to CIDB requirements, tenderers are to price work in line with CIDB tender value range.
16. Note that the Municipality reserves the right to reduce the value of Work Assignment / Package so that the value of the work package is in line with the approved or amended municipal budget.

C2.2 BILLS OF QUANTITIES

NOTE: RATES ARE EXCLUSIVE OF VAT.

STREETLIGHTS BOQ

Table 2. Cost of Material and Labour

ITEM	DESCRIPTION		UNIT	QUANTITY	MATERIAL RATE	LABOUR RATE	TOTAL
1	SETTING OUT WORKS-Surveying, pegging out works and marking of cable routes - 90 X 9m Street Lights		each	Rate only			
2	Supply and install 9m Streetlights - All Streetlights shall be provided with supporting equipment and accessories as per engineers specifications						
2.1	125W mercury vapour globe		each	Rate only			
2.2	250W high pressure sodium globe		each	Rate only			
2.3	75W mercury vapour globe		each	Rate only			
2.4	125W ballast		each	Rate only			
2.5	250W ballast		each	Rate only			
2.6	125W ignitor		each	Rate only			
2.7	250W ignitor		each	Rate only			
2.8	125W light fitting		each	Rate only			
2.9	250W light fitting		each	Rate only			
2.10	62W LED light fitting		each	Rate only			
2.10.1	100W LED light-complete fitting		each	Rate only			
2.10.2	400W LED light-complete fitting		each	Rate only			
2.10.3	500W LED light-complete fitting		each	Rate only			
2.10.4	1000W LED light-complete fitting		each	Rate only			
2.11	6M street light pole		each	Rate only			
2.12	7M street light pole		each	Rate only			
2.13	9M street light pole		each	Rate only			
2.13	350X250X170 mm mild steel wall mount enclosure (Orange) IP65		each	Rate only			

ITEM	DESCRIPTION		UNIT	QUANTITY	MATERIAL RATE	LABOUR RATE	TOTAL
3	EXCAVATION, TRENCHING AND BACKFILLING - CABLES- Excavation, Trenching & Backfilling – Low Voltage Cable						
3,1	Medium & Hard Surface		m3	Rate only			
			UNIT	QUANTITY	MATERIAL RATE	LABOUR RATE	TOTAL
4	Low Voltage Cables: Supply and install the following cables in the position of the existing.						
4.1	16mm ² x 4 Core CU PILC SWA PVC T19 1000V - LV		M	Rate only			
4.2	16 square mm, 3 core SWA cable		M	Rate only			
4.3	10 square mm, 3 core SWA cable		M	Rate only			
4.4	95 square mm, 3 core PILC cu cable		M	Rate only			
4.5	95 square mm, 3 core XLEP cu cable		M	Rate only			
4.6	150 square mm, 3 core PILC cu cable		M	Rate only			
4.7	150 square mm, 3 core XLEP cu cable		M	Rate only			
4.7.1	240 square mm, 3 core XLEP cu cable		M	Rate only			
4.8	16 square mm airdac cable		M	Rate only			
4.9	10 square mm airdac cable		M	Rate only			
4.10	6 square mm airdac cable		M	Rate only			
4.11	4 square mm airdac cable		M	Rate only			
4.12	4 square mm surfix cable		M	Rate only			
4.13	2.5 square mm surfix cable		M	Rate only			
4.14	1.5 square mm surfix cable		M	Rate only			
4.15	1.5 square mm, 27 core SWA cable		M	Rate only			

4.16	2.5 square mm, 7 core flexible cable		M	Rate only			
4.17	4 square mm, 7 core flexible cable		M	Rate only			
ITEM	DESCRIPTION		UNIT	QUANTITY	MATERIAL RATE	LABOUR	TOTAL
4,2	Earthing: Supply and install BCEW						
4,2,1	10mm Bare Copper Earth Wire		M	Rate only			
5	Other						
5,1	Dismantling/disconnecting the existing overhead and underground Low Voltage line cable and bundle		m	Rate only			
5,2	Labels on each kiosk		each	Rate only			
5,3	Other related materials (control & pole top boxes, cable connectors, binding strap)		each	Rate only			
6	Electrical Steel Distribution Kiosks With Ring Distribution Power System						
6.1	The Distribution Kiosk shall be manufactured according to National Standards. PS 20U 600mm x 600mm x 1071mm, IP55 Ventilate Outdoor Cabinet-green		each	Rate only			
7	Supply and Delivery to Site of circuit breakers & junction box covers		each	Rate only			
7.1	100A three pole circuit breaker		each	Rate only			
7.1.2	200A three pole circuit breaker		each	Rate only			
7.1.3	300A three pole circuit breaker		each	Rate only			
7.1.4	400A three pole circuit breaker		each	Rate only			
7.1.5	500A three pole circuit breaker		each	Rate only			
7.2	80A three pole circuit breaker		each	Rate only			
7.3	60A three pole circuit breaker		each	Rate only			

7.4	40A three pole circuit breaker		each	Rate only			
7.5	30A three pole circuit breaker		each	Rate only			
7.6	20A three pole circuit breaker		each	Rate only			
7.7	10A three pole circuit breaker		each	Rate only			
7.8	100A two pole circuit breaker		each	Rate only			
7.9	80A two pole circuit breaker		each	Rate only			
7.10	60A two pole circuit breaker		each	Rate only			
7.11	40A two pole circuit breaker		each	Rate only			
7.12	30A two pole circuit breaker		each	Rate only			
7.13	20A two pole circuit breaker		each	Rate only			
7.14	10A two pole circuit breaker		each	Rate only			
7.15	100A single pole circuit breaker		each	Rate only			
7.16	80A single pole circuit breaker		each	Rate only			
7.17	60A single pole circuit breaker		each	Rate only			
7.18	40A single pole circuit breaker		each	Rate only			
7.19	30A single pole circuit breaker		each	Rate only			
7.20	20A single pole circuit breaker		each	Rate only			
7.21	10A single pole circuit breaker		each	Rate only			
7.22	5A single pole circuit breaker		each	Rate only			
ITEM	DESCRIPTION		UNIT	QUANTITY	MATERIAL RATE	LABOUR	TOTAL
8	Contactors						
8.1	27A three pole contactor, 220V coil		each	Rate only			
8.2	45A three pole contactor, 220V coil		each	Rate only			
8.3	90A three pole contactor, 220V coil		each	Rate only			
8.4	Supply and Installation of 37kW Complete star delta control panel for motor		each	Rate only			
8.5	Supply and Installation of 90kW Complete star delta control panel for motor		each	Rate only			

8.6	Strip, assess and locate faults on a 37kw panel		each	Rate only			
8.7	Strip, assess and locate faults on a motor control panel with a detailed technical report		each	Rate only			
ITEM	DESCRIPTION		UNIT	QUANTITY	MATERIAL RATE	LABOUR	TOTAL
9	Night Switch						
9.1	10A day night switch		each	Rate only			
9.2	15A day night switch		each	Rate only			
9.3	25A day night switch		each	Rate only			
9.4	PMEDB Fibreglass pillar box stone without window complete with vertical Stud Bar and Mounted Board Supplied with 2 x 50mm and 4 x 32mm Cable entry pipes with horse clamps		each	Rate only			
9.5	Steel Pole for Mounting of fibreglass pillar box		each	Rate only			
10	Medium Voltage Cable Termination						
10.1	Cable terminations for PILC, 11kV, 3 core copper cable 95 mm ² Cu cable including glands, shrouds, lugs, clamps and connections.		each	Rate only			
10.2	Cable terminations for PILC, 11kV, 3 core copper cable 150 mm ² Cu cable including glands, shrouds, lugs, clamps and connections.		each	Rate only			
10.3	Cable terminations for PILC, 11kV, 3 core copper cable 240 mm ² Cu cable including glands, shrouds, lugs, clamps and connections.		each	Rate only			
10.4	Cable Joints for PILC, 11kV, 3 core copper cable 150 mm ² Cu cable including glands, shrouds, lugs, clamps and connections.		each	Rate only			
10.5	Cable Joints for PILC, 11kV, 3 core copper cable 240 mm ² Cu cable including glands, shrouds, lugs, clamps and connections.		each	Rate only			
10.6	Underground low voltage fault finding 16mm ² Air dac cable		each	Rate only			
10.7	Underground medium voltage fault finding/locating-150mm ² PILC cable		each	Rate only			
10.8	Supply and Installation of Ring Main Unit-11kV,630 Amps-Double Extensible, with protection relays C Type Bushings 3 Way-1xIS -2B		each	Rate only			

10.9	Supply and Installation of Ring Main Unit-11kV,630 Amps-Double Extensible, with protection relays C Type Bushings 3 Way-1xIS -2B		each	Rate only			
10.10	Supply and Installation of Ring Main Unit-11kV,630 Amps-Double Extensible, with protection relays C Type Bushings 4 Way-2xIS -2B		each	Rate only			
10.11	Supply and Installation of Ring Main Unit-11kV,630 Amps-Double Extensible, with protection relays C Type Bushings 6 Way-2xIS -4B		each	Rate only			
10.12	Supply and Installation of Ring Main Unit-11kV,630 Amps-Double Extensible, with protection relays C Type Bushings 8 Way-2xIS -6B		each	Rate only			
10.12.1	Supply and Install the 30 Volts Complete Battery tripping Unit		each	Rate only			
10.12.2	Supply and Install the 110 Volts Complete Battery tripping Unit		each	Rate only			
10.13	Supply of 11m wooden transmission pole, Digging 1.8m deep, handling and installation		each	Rate only			
10.14	Supply stay complete, Digging 1.6m deep, handling and installation		each	Rate only			
10.15	Supply Delta/2.5m wooden Cross Arm term, 3 Surge arrestors		each	Rate only			
10.16	Supply and installation of Indoor Medium Voltage 11kV, 1250 Amps power distribution switch gear panel cubicle switch cabinet complete with VT and protection relays		each	Rate only			
10.17	Supply and installation of Pole Mounted Transformer-11kV-50kVA		each	Rate only			
10.18	Supply and installation of Pole Mounted Transformer-11kV-100kVA		each	Rate only			
10.19	Supply and installation of Pole Mounted Transformer-11kV-200kVA		each	Rate only			
10.11	Supply and Stringing of Hare Conductor, including stringing structures 30-90 degrees, posting staggered structure complete		100m	Rate only			
10.12	Supply and installation of pre-payment split metering, 60 Amps		each	Rate only			
10.13	Supply and Installation of LPU 3 phases Meter, Landis zmd 405 complete with modem, flat antenna CU P42 Lng wire		each	Rate only			

ITEM	DESCRIPTION		UNIT	QUANTITY	MATERIAL RATE	LABOUR	TOTAL
11	GLANDS FOR SWA CABLES						
11.1	Size 0		each	Rate only			
11.2	Size 1		each	Rate only			
11.3	Size 2		each	Rate only			
11.4	Size 3		each	Rate only			
12	BRASS COMPRESSION GLANDS						
12.1	Size 00s		each	Rate only			
12.2	Size 0xs		each	Rate only			
12.3	Size 0s		each	Rate only			
12.4	Size 00		each	Rate only			
12.5	Size 0		each	Rate only			
12.6	Size 1		each	Rate only			
12.7	Size 2		each	Rate only			
12.8	Size 3		each	Rate only			
13	PVC GLANDS						
13.1	Size 0		each	Rate only			
13.2	Size 1		each	Rate only			
14	GALVANISED CONDUITS						
14.1	20mm		each	Rate only			
14.2	25mm		each	Rate only			
14.3	32mm		each	Rate only			
14.4	50mm		each	Rate only			
15	GALVANISED ELBOWS						
15.1	20mm		each	Rate only			

15.2	25mm		each	Rate only			
15.3	32mm		each	Rate only			
15.4	50mm		each	Rate only			
ITEM	DESCRIPTION		UNIT	QUANTITY	MATERIAL RATE	LABOUR	TOTAL
16	STRAP SADDLES						
16.1	20mm		each	Rate only			
16.2	25mm		each	Rate only			
16.3	32mm		each	Rate only			
16.4	50mm		each	Rate only			
17	FERRULES						
17.1	150 square mm		each	Rate only			
17.2	240 square mm		each	Rate only			
17.3	95 square mm		each	Rate only			
17.4	70 square mm		each	Rate only			
17.5	2.5 square mm		each	Rate only			
17.6	16 square mm		each	Rate only			
	ELECTRIFICATION OF HOUSE HOLDS INLINE WITH INEP POLICY GUIDELINES						
18	The Suite of Supply policy of DMRE covers all project categories such as bulk infrastructure and household connections, which include electrification of domestic households, informal settlements, farm dweller houses, Communal Properties etc.						
ITEM	DESCRIPTION		UNIT	QUANTITY	MATERIAL RATE	LABOUR RATE	TOTAL
18.1	Cost per connection 20 Amps at Rural Area		each	Rate only			
18.2	Cost per connection 20 Amps at Urban Area		each	Rate only			
18.3	Non Grid Electrification-Solar power- Complete 3.5kVA set		each	Rate only			

BILL OF QUANTITIES FOR INSTALLATION /REPAIRS OF HIGH MAST LIGHT						
ITEM		UNIT	QUANTITY	MATERIAL RATE	LABOUR RATE	TOTAL
1	High Mast Light: SUPPLY, DELIVER AND INSTALL AS PER SPECIFICATIO N					
1.1	Electrical Distribution Board	each	Rate Only			
1.2	Splitter Box	each	Rate Only			
1.3	Light Fittings - 1000W HPS Flood light Fittings Complete	each	Rate Only			
1.4	400W high pressure sodium globe	each	Rate Only			
1.5	400W ballast	each	Rate Only			
1.6	1000W ballast	each	Rate Only			
1.7	400W ignitor	each	Rate Only			
1.8	1000W ignitor	each	Rate Only			
1.9	400W flood light fitting	each	Rate Only			
1.10	100W flood light fitting	each	Rate Only			
1.11	430W LED light fitting	each	Rate Only			
1.12	260W LED light fitting	each	Rate Only			
1.13	200W LED light fitting	each	Rate Only			
1.14	High mast light circular ring	each	Rate Only			
1.15	High mast light rollers	each	Rate Only			
1.16	Stainless steel wire rope	each	Rate Only			
1.17	Complete high mast DB	each	Rate Only			
1.18	Provision/rental of equipment's-30 ton crane	each	Rate Only			
1.19	Testing	each	Rate Only			
1.20	Set of maintenance Equipment	each	Rate Only			
1.21	Lightning spike & bracket;	each	Rate Only			
1.22	Lamp cage (Top Ring)	each	Rate Only			
1.23	Safety Chain	each	Rate Only			
1.24	turn buckle and D-Schackles	each	Rate Only			
1.25	Tension bolts	each	Rate Only			
1.26	Thimbles and ferrule	each	Rate Only			
1.27	Harness including stainless steel cables and tension plate	each	Rate Only			
1.28	Brackets and U-bolts for light fittings (per bracket)	each	Rate Only			
1.29	Standard Highlight mast top and pulleys	each	Rate Only			
1.30	Cabling and connection from Transformer/LV Pole per mast	m	Rate Only			
1.31	Highlight mast door with specialised locking mechanism	each	Rate Only			
1.32	Electrical Distribution Board	each	Rate Only			
1.33	Splitter Box	each	Rate Only			
1.34	Light Fittings - 1000W Flood light Fittings Complete	each	Rate Only			
1.35	High Mast Door with special lock mechanism	each	Rate Only			

1.36	Cabling and connection from Transformer/LV Pole per mast	each	Rate Only			
1.37	Issuing of COC	each	Rate Only			

TRAFFIC LIGHTS BOQ

BILL OF QUANTITIES FOR TRAFIC LIGHTS						
ITEM	DESCRIPTION	UNIT	QUANTITY	MATERIAL RATE	LABOUR RATE	TOTAL
1	Traffic Lights: SUPPLY, DELIVER AND INSTALL AS PER SPECIFICATION					
1.1	19, 1.5mmsq core signal cable	each	Rate Only			
1.2	7, 1.5mmsq core cab tyre	each	Rate Only			
1.3	P3 Jointing kits	each	Rate Only			
1.4	Controller guts	each	Rate Only			
1.5	2(S11) Aspect Pedestrian Signal head	each	Rate Only			
1.6	3(S1) Aspect Signal head complete	each	Rate Only			
1.7	5(S8) Aspect Signal head complete	each	Rate Only			
1.8	2(s11) Aspect Pedestrian Signal head complete	each	Rate Only			
1.9	Lunar Driver module	each	Rate Only			
1.10	Fault monitoring Module	each	Rate Only			
1.11	5(S9) Aspect Signal head complete with BB	each	Rate Only			
1.12	Pedestrian Pushbuttons	each	Rate Only			
1.13	Panel Wire	each	Rate Only			
1.14	Red Primer 5l	each	Rate Only			
1.15	Golden Yellow 5l	each	Rate Only			
1.16	100ah Batteries for Solar	each	Rate Only			
1.17	Sundry Material	each	Rate Only			
1.18	3.3M Standard Pole and base primed and painted yellow	each	Rate Only			
1.19	5M cantilever Pole and base primed and paint yellow	each	Rate Only			
1.20	3(S1) Aspect Signal head complete	each	Rate Only			
1.21	Lunar Driver module	each	Rate Only			
1.22	Fault monitoring Module	each	Rate Only			
1.23	100ah Batteries for Solar	each	Rate Only			
1.24	Pole Base Setting	each	Rate Only			
1.25	Pole Installations	each	Rate Only			
1.26	Pole painting	each	Rate Only			
1.27	Re-alignment of all signal heads	each	Rate Only			
1.28	Battery installation	each	Rate Only			
1.29	Termination cable at pole caps	each	Rate Only			
1.30	Programming controller	each	Rate Only			
1.31	Accommodation and S&Ts	each	Rate Only			
1.32	Totem (Extended length) traffic light pole	each	Rate Only			
1.33	Overhead (cantilever) traffic light pole	each	Rate Only			
1.34	Nylon pedestrian push button station	each	Rate Only			

1.35	Die-cast aluminium pedestrian push button station	each	Rate Only			
1.36	Pole top terminal box	each	Rate Only			
1.37	Signal mounting bracket	each	Rate Only			
1.38	Pole strap	each	Rate Only			
1.39	3 Aspect LED traffic signal	each	Rate Only			
1.40	3 Aspect LED traffic signal with background screen fitted	each	Rate Only			
1.41	LED traffic signal-Arrow	each	Rate Only			
1.42	LED traffic signal-Pedestrian	each	Rate Only			

1.43	5 Aspect LED traffic signal	each	Rate Only			
1.44	5 Aspect LED traffic signal with background screen fitted	each	Rate Only			
1.45	LED traffic signal module	each	Rate Only			
1.46	2 Aspect background screen	each	Rate Only			
1.47	3 Aspect background screen	each	Rate Only			
1.48	5 Aspect background screen	each	Rate Only			
1.49	Traffic lights controller	each	Rate Only			
1.50	RMS router	each	Rate Only			
1.51	Configuration card	each	Rate Only			
1.52	Triac	each	Rate Only			
1.53	GPS clock correction unit	each	Rate Only			
SUB-TOTAL						
ADD 10% CONTINGENCIES						
ADD 15% VAT						
GRAND TOTAL						

The amount offered shall be used strictly for evaluation purposes only.

Amount in words:

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6.2. PREAMBLE TO SCOPE OF WORK

6.2.1. GENERAL

This section specifies and describes the supplies, services and Engineering where applicable and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

6.2.2. GENERAL SCOPE

The scope of work to be performed included: - •

Fault finding

- Supply, delivery and installation of electrical components and other parts for highmast lights, traffic lights and streetlights (For items not listed in the attached bill, the service provider is expected to submit a quotation from an accredited service provider and shall charge less than 35% mark-up)
- Excavation, Trenching and backfilling cables
- Provide the required labour
- Adhoc duties deemed necessary for the project
- Electrification Projects
- Electricity Infrastructure Upgrades Projects

NB. WORK MAY BE ALLOCATED ON A ROTATIONAL BASIS AND STRIP AND QUOTE SHALL APPLY, REQUEST FOR QUOTATIONS AMONGS THE APPOINTED PENALISTS SHALL APPLY.

WORK TO BE PERFORMED

The maintenance to be provided shall include, but not necessarily be limited to:

- General Repairs and Services Substations upgrades, underground cable faults fault findings, streetlights, high mast lights and traffic lights etc.
- General maintenance and repairs of traffic lights, streetlights and high mast lights and replacement of components and repair of certain components including Motor Control panels and Electrification Projects.
- ***RESPONSE TIME***

The service provider must be able to respond within 24 hours from the time of receiving a call from the municipality.

6.2.2.1. The Project Specifications shall be set out for a specific project as the need arise and shall be incorporated into the contract upon acceptance and agreement.

6.2.2.2. The items described in the scope provide the overview of the works. The detailed specifications shall be developed for the individual project when the need arise. The applicable Generic standards and particular specifications specifically for the identified project shall be incorporated into the contract.

6.2.2.3. The works is for the electrification projects, construction, upgrade, and refurbishment of various electrical infrastructural components within the Dihlabeng Local Municipality jurisdictional area on as and when required basis for a period of 12 months. Successful service providers will be listed into the data base of the Municipality for project allocation

upon price evaluations (close bidding process). The process will involve submission of prices from the contractors appointed on the panel as and when the need arises for the work.

Furthermore, the municipality does not commit to raise expectations that contractors on the panel are guaranteed with the work.

6.2.3. STATUS

The Project Specifications together with the drawings and Schedule of Quantity incorporated upon acceptance and agreement shall be applicable to this Contract. In the event of any discrepancy between parts of the Standard Specification and the Project Specifications, the latter shall take precedence and shall govern.

6.3. PROJECT DESCRIPTION AND GENERAL INFORMATION; DESCRIPTION OF THE WORKS AND EMPLOYER'S OBJECTIVES

The primary objective of project is to deliver & maintain public infrastructure in the Dihlabeng Local Municipality jurisdictional area on an as and when required basis. The secondary objective of the project is that optimum utilization shall be made of the resources within the local community and that these resources shall be improved and enhanced through their participation in the execution of the works. The project to be implemented has taken into cognizance the prescripts of EPWP and local SMMEs. Tenderer will be appointed for work in their CIDB grading category only.

6.3.1. OVERVIEW OF THE WORKS

The work to be carried out under this contract includes the supply of equipment, material and labour for the successful completion of the project within the constraints of time, cost and quality.

6.3.2. EXTENT OF THE WORKS

The primary activities of the project shall be developed for a specific project when the need arise and shall form part of the contract upon acceptance and agreement. The Contractor's obligations shall also include strict compliance with any Environmental requirements and/or reports deemed to form part of this Contract as well as any Occupational Health and Safety requirements. This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under the Contract. Approximate quantities of each type of work are given in the Schedule of Quantities.

6.3.3. LOCATIONS OF THE WORKS

The works are in the Dihlabeng Local Municipality area in different local Municipalities villages, townships and suburbs.

6.3.4. BACKGROUND

Dihlabeng Local Municipality (DLM) is responsible for infrastructure development and basic service delivery to all the wards: various forms of infrastructure such as roads, electricity network, building facilities, storm water, bridges, etc. will form part and parcel of scope of work as and when required especially if they were damaged by the appointed contractor during constriction works.

6.3.5. HEALTH AND SAFETY SPECIFICATION FOR CONSTRUCTION WORK

- 6.3.5.1. In terms of Construction Regulation 5 (1) (b) of the Construction Regulations 2014, the Employer will compile an occupational health and safety specification for any intended project and to provide the specification to prospective tenderers.
- 6.3.5.2. The objective of this specification is to ensure that the principal Contractor entering into a contract with the Employer achieves and maintains an acceptable level of occupational health and safety performance. The specification provides the requirements that the principal Contractor and other Contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable and possible. The Contractor, appointed by the Employer in terms of Construction Regulation 5 (1) (k), is required to prepare an occupational health and safety plan. This plan has to be prepared in terms of Construction Regulation 7 (1) as well as the Employer's occupational health and safety specification. In terms of Construction Regulation 7 (1) (L), the Employer and the Principal Contractor are required to agree on the occupational health and safety plan before any work may commence.

6.3.6. ENVIRONMENTAL MANAGEMENT

Tendering Contractors are to adhere to the mitigation measures listed in the Environmental Management Plan. Environmental mitigation measures are actions needed to align a project implementation phase with environmental control principles, where potential impacts to the natural and social environment are prevented, minimized or remediated. Environmental safeguarding is governed by various sets of legislation, with the most noteworthy for this project constituting the National Environmental Management Act (No. 107 of 1998) and the National Water Act (No. 36 of 1998).

6.3.7. QUERIES AND CONTRACTUAL DEVIATIONS

- 6.3.7.1. All services under this contract must be done in accordance with applicable legislation and/or recognised policies, standards and procedures.
- 6.3.7.2. Any work outside the scope of this technical specifications, carried out without the express instructions of the above or his authorised representative, will not be paid for under the terms of this contract and will be for the account of the contractor.

6.3.8. LABOUR

Work shall be carried out in a professional manner, by experienced and suitably qualified workforce. **Relevant provisions of the following labour legislation shall be applicable to this contract:** The Labour Relations Act;

- 6.3.8.1. The Basic Conditions of Employment Act;
- 6.3.8.2. The Employment Equity Act;
- 6.3.8.3. The Occupational Health and Safety Act and Regulations;
- 6.3.8.4. Unemployment Insurance Act;
- 6.3.8.5. The Compensation for Occupational Injuries and Diseases Act.
- 6.3.8.6. Any other legislation governing the employment of persons which is relevant to the execution of tasks as requested by the municipality.

6.3.9. SAFETY

- 6.3.9.1. Safety is a pre-requisite to carrying out work at the Dihlabeng Local Municipality (DLM). Applicable safety legislation, standards and procedures are to be strictly adhered to at all times.
- 6.3.9.2. The contractor will be required to sign a memorandum of agreement with DLM regarding the legislative provisions related to the Occupational Health and Safety Act

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- and Regulations and related acts.
- 6.3.9.3.** The successful contractors will be required to submit safety files to Technical Services Department before being considered for any appointments.

6.3.10. QUALITY CONTROL AND INSPECTIONS

- 6.3.10.1. The DLM reserves the right to inspect all contracts from inception to completion, whilst at the same time taking any necessary action to maintain the standards of the Municipality.
- 6.3.10.2. The DLM reserves the right to terminate any contract in the event of non-conformance to applicable legislation, policies, standards and procedures.

6.3.11. CAPABILITIES AND COMMITMENTS

- 6.3.11.1. Contractors are required to give satisfactory documentary evidence that they have relevant sufficient experience and resources in the execution of proposed disciplines.
- 6.3.11.2. A detailed list of contactable references shall be provided with the proposal. The list shall clearly indicate the value and nature of work performed and the role/s of the contractor in the listed projects.
- 6.3.11.3. The capabilities and commitments shall include current work and work performed within the last five (5) years.
- 6.3.11.4. The municipality reserves the right to consult with the employers and/or clients for whom the contractor has previously worked.

6.4. PAYMENTS AND PAYMENTS CERTIFICATES.

- 6.4.1. Payment certificates must comply with MFMA, GCC 2015 and a PC Checklist that will be issued by technical department.
- 6.4.2. Payment certificates must be submitted after the completion of the works or in line with the approved program of works,
- 6.4.3. The final contract sum for the completed contract shall be subject to the terms and conditions in the letter of appointment or notice to proceed. Where applicable, the contract amount shall be calculated from the actual measured work done priced against the unit rates as agreed in the letter of appointment and/or as negotiated before execution.
- 6.4.4. No upfront or advance payment claims for work not yet done will be entertained.
- 6.4.5. The DLM reserves the right to withhold payment for work not done to requirements and/or specifications.
- 6.4.6. The final payment schedule, including retention and/or guarantee (where applicable), shall be negotiated with the appointed contractor.

6.4.7. CONTRACT PROGRAM

The contracting services on this contract shall be supplied on a contractual basis for a period not 12 months or financial years or as decided by the Accounting Officer, from dates stipulated in the Service Level Agreement. The municipality's usage of the contracting services shall only be provided on as-needed basis so that if the demand is not there, then the services will not be requested.

6.4.8. COST CONTROL

- 6.4.8.1. Certain contracting services require billing rates for on-call services. The municipality shall determine all billing rates where applicable.
- 6.4.8.2. **The municipality reserves the right to negotiate billing rates or cost for any contracting service/s that is being allocated to a contractor.**
- 6.4.8.3. Selected contractors for a specific project or task may be required to submit quotations for competitive pricing.

6.5. SECTION A

6.5.1. TECHNICAL SPECIFICATION ELECTRICAL CONTRACTORS

The specification will be issued with quotations for each request for quotation

6.5.2. COMMUNICATION AND LIAISON

- 6.5.2.1. A representative from the Municipality will be appointed to supply any necessary information on each required contracted services.
- 6.5.2.2. The Council representative will act as the liaison between the Municipality and the successful bidder and he/she will also undertake the necessary inspection and perform any measurements of work done to verify payment claim by the contractor.
- 6.5.2.3. The Contractor must only proceed with any contracting service upon receipt of the Municipality's **"Notice to Proceed" in form of Appointment letter or written formal order and contractor will be required to enter into Service Level Agreement (formal contract) in term of section 116 of MFMA.**
- 6.5.2.4. The Contractor is also required to maintain efficient communication between himself and all parties concerned.

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- 6.5.3.5. The Contractor's key personnel and director/s should be available to the Dihlabeng Local Municipality within reasonable short notice if requested to do so.

6.6. SECTION B

TECHNICAL SPECIFICATIONS FOR ELECTRICAL CONTRACTORS

6.6.1. GENERAL

- 6.6.1.1. This specification governs the responsibility for the designs, the materials of construction, the method of application, as well as the scope of work for the implementation of the services.
- 6.6.1.2. The contractor, being an expert in the electrical field will accurately evaluate the needs of the request for proposal and will submit sufficient evidence supporting the proposal.
- 6.6.1.3. Should there be any discrepancies, ambiguity, omissions, internal contradiction, or any feature that is unclear or that appears discriminatory or restrictive in the information supplied, the contractor will immediately inform the Director for Technical Services, who will then endeavor to rectify the situation and will inform the Supply Chain Management Unit to ensure that comparable bids are received. Such information should reach the municipality within reasonable time before the closing date for the proposals and a record for the received proposals shall be issued immediately for transparency purposes.
- 6.6.1.4. Claims for extra work payments as a result of omissions in the request for proposals by the successful contractor will not be entertained.

6.6.2. SCOPE OF SERVICES / WORK

- 6.6.2.1. The objective is to establish a pool of contractors to obtain Electrical contracting Services for the Dihlabeng Local Municipality on an as-needed basis for a maximum duration of three (3) years. Service provider on panel shall: - **6.6.2.2.** Provide personnel and services on an on-call, as needed basis.
- 6.6.2.3. Provide a full range of contracting services as listed in the nature of work above, including emergency services 'as and when' required.
- 6.6.2.4. Be appointed on a project or task shall act as an agent of the municipality and manage the services that should be rendered.
- 6.6.2.5. Be appointed on a specific project shall be authorised to perform the services in terms of the applicable safety requirements.
- 6.6.2.6. Services for each contract will be provided on a negotiated basis, per work order.
- 6.6.2.7. No work is guaranteed under the agreement of being in a panel of contractors. **6.6.2.8.** The municipality will select the contractor best qualified for the existing need based on the information submitted and the offer considered most advantageous to the municipality, price and other factors considered.

6.6.3. LEGISLATIVE IMPERATIVES

Contract execution will be in strict accordance with relevant Acts, recognised policies, standards and procedures. Contractors shall remain informed and abreast with any amendments to relevant Acts and Regulations and shall adhere to all the provisions of the amendments if any.

6.6.4. SUPPLY OF RESOURCES

- 6.6.4.1. Contractors shall supply all the resources required to accomplish the tasks as specified in the appointment for a specific project or task.
- 6.6.4.2. The Dihlabeng Local Municipality will make any and all existing documents that are pertinent

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- to the project available to contractors.
- 6.6.4.3. Available information to assist contractors may be provided at the discretion of the Manager: Electrical Engineering Services or his authorised representative.

6.6.5. PUBLIC LIABILITY INSURANCE

Contractors shall have sufficient public liability insurance to cover for any losses or claims that may arise during the execution of any project or task.

6.6.6. EXCLUSIONS

The scope of work excludes any appointments of consultants or secondary service providers for allocated projects.
