

KUMKANI MHLONTLO LOCAL MUNICIPALITY



TENDER NO: EQS/HIGH/ISD/QET/2024-27

PROJECT NAME: MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU & TSOLO

CLOSING DATE: 22 NOVEMBER 2024

NAME OF TENDERER: _____

CSD NO: _____ SARS PIN _____

CIDB GRADING: _____

EMPLOYER:



The Municipality Manager
Kumkani Mhlontlo Local Municipality
96 Church Street
Qumbu
5180
Tel: (047) 553 7000

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU
& TSOLO**

PROJECT NO. EQS/HIGH/ISD/QET/2024-27

CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
COVER PAGE		(i) to (ii)
CONTENTS		

THE TENDER

PART T1	TENDERING PROCEDURES	
T1.1	Tendering Notice and Invitation to Tender	T1.1-1
T1.2	Tender Data	T1.2-1 to T1.2-3
PART T2	RETURNABLE DOCUMENTS	
T2.1	List of Returnable Documents	T2.1-1 to T2.1-2
T2.2	Returnable Schedules	T2.2-1 to T2.2-25

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA	
C1.1	Form of Offer and Acceptance	C1-1 to C1-3
C1.2	Returnable Schedules	C1-4 to C1-6
C1.3	Form of Guarantee	C1-7 to C1-8
PART C2	PRICING DATA	
C2.1	Pricing Instructions	C2-1 to C2-2

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
C2.2	Bill of Quantities	C2-3 to C2-22
PART C3	SCOPE OF WORKS	
C3.1	Description of the Works	C3.1-1 to C3.11-2
C3.2	Engineering	C3.2-1
C3.3	Procurement	C3.3-1 to C3.3-5
C3.4	Construction	C3.4-1 to C3.4-40
PART C4	SITE INFORMATION	
C4.1	Scope	C4.1

APPENDICES

APPENDIX A	Standard Conditions of Tender	APPENDIX B	Tender Drawings
APPENDIX C	Mbd Forms		

T1.1: TENDER INVITATION

PROJECT NAME	CONTRACT NUMBER	TENDER ADVERT DATE	TENDER CLOSING DATE	REQUIRED CIDB GRADING
MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU & TSOLO	EQS/HIGH/ISD/QET/2024-27	09/10/2024	22/11/2024 12H00 PM	2 EP or higher

Suitably qualified, capable and experienced tenderers are hereby invited to tender for the construction of the above projects. The municipality is seeking to appoint a panel of **three contractors** over a period of three years for maintenance of High mast and street lights in Qumbu and Tsolo business centres. The above project is situated in KUMNKANI MHLONTLO LOCAL MUNICIPALITY within O.R. Tambo District Municipality in Tsolo and Qumbu towns.

Tenderers must take particular note of the following:

- Tenderers are required to submit valid SARS Pin with the tender in order to be considered.
- Tenderers are required to submit the Company Profile.
- Tenderers are required to submit proof of registration with CIDB.
- Tenderers must submit certified copy for B-BBEE certificate.
- Submit Joint Venture agreement in the case of joint venture.
- Tenderers are required to submit the methodology
- Tenderers must submit all the requirements as per returnable schedules and must be attached in a relevant page
- Submit Proof of Municipal rates no later than one month or Lease agreement if you are a tenant.
- Submit Central Supplier Database Report not later than one month.

- CSD report/CSD Number
- Annual financial statements for auditing, their audited annual financial statements— for the past three years
- **For Joint venture, the following documents are mandatory.**
 - Joint venture agreement
 - Letter of signatory
 - Joint B-BBEE certificate

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and may not be considered forward.

Tender documents will be available on www.mhlontloim.gov.za .

Evaluation Criteria.

Specific Goals	Means of verification: NB : 100% ownership in order to claim full points	Points allocation
HDI -Equity ownership	The municipality is going to use RACE OR NATIONALITY as means of verification and thus prospective service providers will be required to provide a copy of ID COPY as a proof in order to claim points for specific goals	10
Youth-Enterprise 0-35 years (MLM)	The municipality is going to use AGE as means of verification and thus prospective service providers will be required to provide a copy of ID COPY AND CSD as a proof in order to claim points for specific goals	2
Women-Equity ownership	The municipality is going to use GENDER OR SEX as means of verification and thus prospective service providers will be required to provide a copy of ID COPY, CK and CSD as a	2

	proof in order to claim points for specific goals	
Disability-Equity ownership	The municipality is going to use MEDICAL CERTIFICATE as means of verification and thus prospective service providers will be required to provide a copy of MEDICAL CERTIFICATE and CSD as a proof in order to claim points for specific goals	2
Military veterans	The municipality is going to use STAMPED CONFIRMATION LETTER FROM OFFICE OF MILITARY VETERANS as means of verification and thus prospective service providers will be required to provide a copy of ID COPY AND CSD as a proof in order to claim points for specific goals	2
Rural Enterprise	The municipality is going to use PROOF OF RESIDENCE FROM TRADITIONAL LEADER OR WARD COUNCILLOR OR as means of verification and thus prospective service providers will be required to provide a copy of PROOF OF RESIDENCE AND CSD as a proof in order to claim points for specific goals	2

Tenderers will be evaluated for functionality and those who score equal or more than 70% will be considered for price and equity

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Availability of plant and Equipment. Note: Proof of ownership the firm`s equipment must be attached and will result in forfeiting the plant points	25	Cherry-Picker	15
		LDVs X1	10
		Leasing with proof of the above	20
		None of the above	0

Company experience in terms of projects completed (Appointment letters accompanied by completion certificates)	25	Two – Three Projects	25
		One- two projects	15
		None of the above	0
CV`s of Key Personnel with proof of Qualification	20	Project Manager (N3, ND Electrical Eng.) or Higher	10
		Site Foreman (Skill)	10
		None of the above	0
Quality of methodology relevant to assignment step by step with time frames	30	A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	30
		Basic methodology with time frames	20
		Unclear methodology with no time frames	0
TOTAL	100	Minimum	70

Preferential Procurement Regulations, 2022

80 points for price

20 points for specific goals

All tenders shall hold good for 90 days after tender closing date. The Council is not bound to accept the lowest or any tender and or part thereof and the Council reserves the right to accept any tender in whole or in part. All electronic, telegraphic, telefax, e-mail and late tenders will not be considered and tenders not deposited in the tender box as prescribe in this notice will not be considered as well.

For enquiries regarding bid documents, please contact SCM OFFICE 066 477 7147

For technical enquiries please contact the Technical Services of Kumnkani Mhlontlo Local Municipality, Mr M Mqeke 082 779 9512

Municipal Manager

Mr L Ndabeni

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

P.O. Box 31

Qumbu

5180

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU & TSOLO

PROJECT NO. EQS/HIGH/ISD/QET/2024-27

T1.2 Tender Data

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 additional conditions of tender are:

Clause

Tender Data number

F.1.1 The employer is **KUMNKANI MHLONTLO LOCAL MUNICIPALITY**

F.1.2 The tender documents issued by the employer comprise:

T1.1 Tender notice and invitation to tender

T1.2 Tender data

T2.1 List of returnable documents

T2.2 Returnable schedules

Part 1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee

Part 2: Pricing data

C2.1 Pricing instructions

C2.2 Activity schedules / Bills of Quantities

Part 3: Scope of work

C3 Scope of work

Part 4: Site information

C4 Site information

F.2.1 Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a electrical engineering class of maintenance work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the electrical engineering class of construction work; and
3. 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 electrical engineering class of construction work.

F.2.1 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a electrical engineering class of construction work;

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the Electrical engineering class of construction work; and
3. 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 electrical engineering class of construction work.

F.2.1 Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in an electrical engineering class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.

F.2.7 The arrangements for a compulsory site meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each F2.15.1 tender offer package are:

**Bid Box at the Offices of the KUMNKANI MHLONTLO LOCAL MUNICIPALITY 96 Lungile
General Mabindla Street Qumbu 5180**

F.2.13 A two-envelope procedure will not be followed.
F.3.5

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is 90 days.

F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

F.2.23 The tenderer is required to submit with his tender:

- 1) a Certificate of Contractor Registration issued by the Construction Industry Development Board.
- 2) where the tendered amount inclusive of VAT exceeds R 10 million:
 - i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
 - ii) a certificate certifying that the tenderer 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;
 - iii) particulars of any contracts awarded to the tenderer 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;

- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

- F.3.4 Tenders will be opened immediately after the closing time for tenders at **Kumnkani Mhlontlo Local Municipality, 96 Lungile General Mabindla Street, Qumbu, 5180.**
- F.3.11 The procedure for the evaluation of responsive tenders is Method 2
- F3.13.1 Tender offers will only be accepted if:
 - a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order;
 - b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
 - c) 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 of 2004 as a person prohibited from doing business with the public sector;
 - d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
 - e) 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.
- F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

Annexure: Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

F.3.11.1 & F.3.11.2	<p>The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Preferences):</p> <p>a) Price/Financial Score the financial offers of remaining responsive tender offers using the following formula: $N_{FO} = W_1 \times A$ where: N_{FO} = the number of tender evaluation points awarded for the financial offer. W_1 = the maximum possible number of tender evaluation points awarded for the financial offer and equals:</p> <p>i) 90 where the financial value inclusive of VAT of all responsive tenders received is in excess of R50 000 000 or 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50 000 000</p>
---------------------	--

A = a number calculated using either formulas 1 or 2 below, whichever is relevant.			
Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
where: P_m = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration.			
b) Preference Up to 100 minus W_3 tender evaluation points will be awarded to Tenderers who are found to be eligible for the preference points claimed.			

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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

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

F.3.16 Issue final contract

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

Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU
& TSOLO**

PROJECT NO. EQS/HIGH/ISD/QET/2024-27

T2.1 List of Returnable Documents T2.2 Returnable Schedules

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU & TSOLO

PROJECT NO. EQS/HIGH/ISD/QET/2024-27

T2.1 : LIST OF RETURNABLE DOCUMENTS
--

The following documents are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
(included hereafter for completion)**

Schedule : 1A	Authority for Signatory
Schedule : 1B	Certificate of Attendance at Clarification Meeting
Schedule : 1C	Record of Addenda to Tender Documents
Schedule : 1D	Personnel Schedule
Schedule : 1E	Schedule of Plant and Equipment available for the contract
Schedule : 1F	Schedule of Tenderer's experience
Schedule : 1G	Estimated Monthly Cash-flow
Schedule : 1H	Schedule of Proposed Sub contractors
Schedule : 1I	ABE Declaration Affidavit
Schedule : 1J	Confirmation of Affirmable Business Enterprise / Priority Enterprise / Local Enterprise Registration
Schedule : 1K	Compulsory Enterprise Questionnaire
Schedule : 1L	Particulars of Tenderer
Schedule : 1M	General Technical information
Schedule : 1N	Information required by KUMNKANI MHLONTLO LOCAL MUNICIPALITY

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (to be attached with submission)

Schedule : 2A	Documents of Incorporation
Schedule : 2B	Tax Clearance Certificate
Schedule : 2C	Preliminary Health and Safety Plan
Schedule : 2D	Project Methodology
Schedule : 2E	Proof of CIDB grading
Schedule : 2F	B-BBEE Certificate

**3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
(to be attached with submission) Schedule:**

3A Curriculum Vitae of Personnel

**4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT
(included hereafter for completion)**

C1.1 : Form of Offer and Acceptance

C1.2 : Contract Data (Part 1 & Part 2)

C1.3 : Form of Guarantee

C2.1 Pricing Instructions

C2.2 Bill of Quantities

C2.3 Daywork Schedule

KUMKANI MHLONTLO LM MM

List of Returnable Documents

T2.1 2

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU & TSOLO

PROJECT NO. EQS/HIGH/ISD/QET/2024-27

SCHEDULE 1A : AUTHORITY FOR SIGNATORY
--

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I, , chairperson of the board of directors of
 , hereby confirm that by resolution of the board
 (copy attached) taken on 20..., Mr/Ms
 acting in the capacity of , was authorized to sign all documents in
 connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman : 2. Date :

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
 hereby authorize Mr/Ms ,
 acting in the capacity of
 to sign all documents in connection with the tender for Contract and
 any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

C. Certificate for Joint Venture

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

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as

As witnesses:

1. Signature : Sole owner : _____
 2. _____
- Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms acting in the capacity of , to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS-
QUMBU& TSOLO PROJECT NO. EQS/HIGH/ISD/QET/2024-27**

SCHEDULE 1B : CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....

(Tenderer) of

..... (address)

.....

.

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on (date), starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name Signature

Capacity Date & Time

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS-
QUMBU&TSOLO**

PROJECT NO. EQS/MTL, HML/24/27

SCHEDULE 1C : 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 :

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU

& TSOLO

PROJECT NO. EQS/HIGH/ISD/QET/2024-27

SCHEDULE 1D : PERSONNEL SCHEDULE

Job Description	Non-Local	Local
Contract Manager		
Site Agent		
Quantity Surveyor		
Surveyors		
General Foreman		
Foremen		
Community Officers		
Clerks		
Operators		
Bricklayers		
Learner Bricklayers		
Steel fixers		
Watchmen		
Gang Bosses		
Pipe Layers		
Labourers		
* Other		
* Other		
* Other		

*

To be filled in by Tenderer

Signed Date

Name Position

Tenderer

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS-
QUMBU& TSOLO**

PROJECT NO. EQS/MTL, HML/24/27

SCHEDULE 1E : SCHEDULE OF PLANT AND EQUIPMENT
--

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU
& TSOLO**

PROJECT NO. EQS/MTL, HML/24/27

SCHEDULE 1F : SCHEDULE OF TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Signed

Date

Name

Position

Tenderer

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU
& TSOLO**

PROJECT NO. EQS/HIGH/ISD/QET/2024-27

SCHEDULE 1G : ESTIMATED MONTHLY CASH-FLOW

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
TOTAL	

Signed Date

Name Position
Tenderer

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU

PROJECT NO. EQS/MTL, HML/24/27

SCHEDULE 1H : SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors to work on this contract.

If we are awarded the contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed Date

Name Position

Tenderer

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU
& TSOLO**

PROJECT NO. EQS/HIGH/ISD/QET/2024-27

SCHEDULE 1I: ABE DECLARATION AFFIDAVIT

Name of ABE Firm :

- a) Postal Address :
- b) Physical Address :
- c) Telephone :
- d) Fax :
- e) e-mail :
- f) Contact Person :
- g) Company registration number# :
- h) Company/enterprise income tax reference number*:
- i) VAT Registration Number : Type
of firm

(Tick one box)

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

2. Principle business activities
.....
.....
.....

3. What is the enterprise's annual average turnover (excl. VAT) during the lesser of the period for which the business has been operating or the previous three financial years: R

NOTE: In the case of professional service providers, the turnover is to exclude any turnover generated in respect of out sourced activities which the enterprise does not have the in-house competence and expertise to perform.

4. Company classification
(Tick one box)

- Contractor who generates more than 75 % of turnover as a Prime Contractor
- Contractor who generates less than 25 % of turnover as a Prime Contractor (i.e. a subcontractor)
- Labour-only subcontractors
- Manufacturer
- Supplier
- Professional service provider

→ Other service providers e.g. transporter

5. Date on which the enterprise was established?
6. List all partners, proprietors and shareholders by name, identity number, citizenship, PDI status and ownership, as relevant.

NAME	IDENTITY NUMBER	CITIZENSHIP	PDI* (YES / NO) *	DATE OF OWNERSHIP	% OWNED	VOTING %

NOTE: Where owners are themselves a company or partnership, identify the ownership of the holding

7. Street addresses of all facilities used by the firm (e.g. warehouses, storage spaces, offices etc.)

Address

Facility

- 7.1
 7.2
 7.3

8. Do you share any facilities? YES NO (Tick one box)

If YES; which facilities are shared?

With whom do you share facilities (name of firm / individuals)

what are the other firms principal business activities?

9. Describe all property agreements relating to facilities used by the firm and the nature of the agreements indicating whether facilities are owned or leased by the firm:

FACILITY	MONTHLY RENTAL AMOUNT	OWNER	AGREEMENT TYPE (VERBAL/WRITTEN)

10. Is the Firm registered or does it have a business license(s)? (Tick one box)

YES NO

If YES, detail and quote relevant reference numbers and dates.

.....

.....

.....

.....

11. Detail all trade associations / professional bodies / business associations in which you have membership:

.....

.....

12. Did the Firm exit under a previous name? (Tick one box)

YES NO

If YES, • what was its previous name?

• why was it changed?

List of previous owners / partners / directors?

.....

.....

13. Complete the following information for each partner, proprietor, shareholder, director and officer of the firm (viz. chairman, secretary, director etc.)

TITLE	NAME	PDI STATUS (YES / NO)*	% OF TIME DEVOTED TO THE FIRM

* State YES or NO

14. Identify any owner or management office bearer who has an ownership interest in another Firm.

OWNER/ MANAGER	NAME AND ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OF OWNERSHIP	TYPE OF BUSINESS OF OTHER FIRM

NOTE: the sum of the average annual turnovers of all business concerns which engage in the same category of business (i.e. prime contractor, subcontractor, supplier, manufacturer, etc.) and which are under the control of PDI's within the business and Affiliated Entities must not exceed 1,5 times the turnover limits provided for.

15. Identify any owner of management official who is an employee of or has duties in another business enterprise

NAME	DUTIES AS EMPLOYEE IN OTHER FIRM	NAME AND ADDRESS OF OTHER FIRM	TYPE OF BUSINESS OF OTHER FIRM

16.1 How many permanent staff members are employed by the Firm?

Full time: Part time:

16.2 How many staff members have joined the Firm in the last 6 months?

Full time: Part time:

17. List the major items of equipment, plant and vehicles owned by the Firm.

ITEM	QUANTITY	PRESENT FINANCIAL LIABILITY (Rands)

18. Identify by name, PDI status and length of service, those individuals in the Firm (including owners and non-owners) responsible for day-to-day management and business decisions.

DESCRIPTION	NAME	PDI STATUS (YES / NO) *	LENGTH OF SERVICE (YEARS)
FINANCING DECISIONS			
CHEQUE SIGNING			
SIGNING AND CO-SIGNING FOR LOANS			
ACQUISITION OF LINES OF CREDIT			
SURETIES			
MAJOR PURCHASE OR ACQUISITIONS			
SIGNING CONTRACTS			
MANAGEMENT DECISIONS			
ESTIMATING			
MARKETING AND SALES OPERATIONS			
HIRING AND FIRING OF MANAGEMENT PERSONNEL			
HIRING AND FIRING OF NONMANAGEMENT PERSONNEL			
SUPERVISION OF OFFICE PERSONNEL			
SUPERVISION OF FIELD/PRODUCTION ACTIVITIES			

* State YES or NO

19. List the following personnel of firms who provide the following services:

SERVICE	NAME	CONTACT PERSON	TELEPHONE
ACCOUNTING			
LEGAL			
AUDITING			

BANKING			
INSURANCE			

20. Identify any amounts of money loaned to your Firm, indicating the loan source, date and amount.

LOAN SOURCE	ADDRESS	DATE OF LOAN	LOAN AMOUNT

21. List a maximum of five contracts which your Firm is presently engaged in and have not yet completed.

CONTRACT DESCRIPTION	LOCATION	EMPLOYER	CONTRACT AMOUNT	EXPECTED COMPLETION (MONTH AND YEAR)

22. List the four largest contracts/assignments completed by your Firm in the last three years.

WORK PREFORMED	FOR WHOM	CONTACT PERSON AND TELEPHONE NUMBER	CONTRACT / FEE AMOUNT

DECLARATION (to be signed in the presence of a Commissioner of Oaths)

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Firm, confirms that the Firm complies in all respects with the requirements for registration as an Affirmable Business Enterprise as defined, and the contents of this Affidavit are within my personal knowledge, and save where state otherwise are to the best of my belief both true and correct.

Signature

Duly authorised to sign on behalf of

Address

Telephone

Signed and sworn to before me at _____ on
this the day of _____ by the Deponent, who has
acknowledged that he/she knows and understands the contents of the Affidavit, that 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 _____

NOTE: All pages of this Affidavit must be initialed by both the Deponent and the Commissioner of Oaths

MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU

/MTL, HML/24/27

SCHEDULE 1J: CONFIRMATION OF AFFIRMABLE BUSINESS ENTERPRISE / PRIORITY ENTERPRISE / LOCAL ENTERPRISE REGISTRATION

DECLARATION (to be signed in the presence of a Commissioner of Oaths)

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, confirms that:

- the firm complies in all respects with the requirements for registration as an Affirmable Business Enterprise / Priority Enterprise (delete that which is not applicable) as defined, and
- the contents of this Affidavit are within my personal knowledge and save where stated otherwise are to the best of my belief both true and correct.

Signature

Duly authorised to sign on behalf of

Address

.....

.....

Telephone

..... Signed and sworn to before me at

this the day of by the Deponent, who has

acknowledged that he/she knows and understands the contents of this Affidavit, that 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

NOTE: This Affidavit must be initialed by both the Deponent and the Commissioner of Oaths.

• The firm's registration number(s) are as follows:

Name of Registering Authority	Registration Number

MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU

/MTL, HML/24/27

MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU

/MTL, HML/24/27

SCHEDULE 1K: COMPULSORY ENTERPRISE QUESTIONNAIRE			
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
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			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
<input type="checkbox"/> a member of any municipal council		<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution	
<input type="checkbox"/> a member of any provincial legislature		<input type="checkbox"/> a member of the National Assembly or the within the meaning of the Public Finance National Council of Province Management Act, 1999 (Act 1 of 1999)	
<input type="checkbox"/> a member of the board of directors of any municipal entity		<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity	
<input type="checkbox"/> an official of any municipality or municipal entity		<input type="checkbox"/> an employee of Parliament or a provincial legislature	
If any of the above boxes are marked, disclose the following: (insert separate page if necessary)			
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months
* Insert separate page if necessary			

MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU

/MTL, HML/24/27

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

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

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

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

* Insert separate page if necessary

The undersigned, who warrants that he/she is duly 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 the 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

Date

.....

MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU

Name _____ /MTL, HML/24/27
Position _____

Enterprise name _____

SCHEDULE 1L: PARTICULARS OF TENDERER

Tenderer:

Address:
.....

Contact Person:

Telephone Number:

Fax Number:

Bank:

Branch:

Name of Cheque Account:

Cheque Account Number:

Contact Person:

Telephone Number:

Guarantee:

Branch:

Contact Person:

Telephone Number:

VAT Registration No:

Attach original Tax Clearance Certificate to this page

Attach a letter from your bank to this page clearly stating your financial rating.

.....

MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU

/MTL, HML/24/27

DATE

SIGNATURE OF TENDERER

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU
& TSOLO**

PROJECT NO. EQS/MTL, HML/24/27

QUESTIONNAIRE BLACK ECONOMIC EMPOWERMENT	
The name of your business	
Registration number (CC or company)	
VAT registration number	
Income tax registration number	
Physical address	
Postal address	
Contact person	
Contact numbers: Telephone Fax E-mail	
Date on which you completed this questionnaire	

MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU

/MTL, HML/24/27

A INTRODUCTION

- The information provided in this questionnaire will be treated as confidential and will not be disclosed to any third parties.
- The information will be used only for the purposes of assessing your company in terms of our Black Economic Empowerment criteria and assist in our surveys.
- KUMNKANI MHLONTLO LOCAL MUNICIPALITY reserves the right to request additional information or documents, or to perform audit procedures to substantiate or verify any of the information provided in the questionnaire.
- A copy of the completed questionnaire must be signed on behalf of your business by a duly authorised signatory.

MARK THE RELEVANT “YES” AND “NO” BOXES WITH AN X

B GENERAL INFORMATION

Please provide us with background information regarding your company by answering the following questions:

1. Is the company currently classified by any definition as a Black Empowerment (BE) company?

YES NO

If yes, state by whom? _____

2. Who has provided the BE classification for the company?

Government
 Parastatals
 Listed companies
 Other

2. Is the business a:

Public company (i.e. Ltd)
Private company (i.e. (Pty) Ltd)
CC
 Partnership
 Single owner

3. What was your gross turnover in your last financial year?

Please attach the following documents to the questionnaire:

Appendix A: Copies of letters of certificates from entities that have provided you with a BE classification.

Appendix B: A letter from your auditors and/or published annual report confirming your gross turnover, where possible.

C EQUITY

5. How many **issued** shares are there in the business?

Where the term “shares” is not applicable, express member’s interest in _____ quantity (not percentage) assuming that the business has 100 shares (i.e. one share for every percentage of ownership)

6. How many of the above "shares" are BE (Black Empowerment) shares?

7. We require further information regarding the corporate structure. If applicable, what percentage of shares is BE in the:

Holding company

	0%
	1 – 10%
	11 – 30%
	31 – 50%
	51 – 70%
	71 – 80%
	> 80%

Subsidiary company

	0%
	1 – 10%
	11 – 30%
	31 – 50%
	51 – 70%
	71 – 80%
	> 80%

8. Have you formed alliances with BE entities through partnering, joint ventures or other similar initiatives?

	YES
	NO

6. Are the above alliances with

	Listed companies
	Private companies
	CC's
	Partnership
	Individuals

Please attach the following documents to the questionnaire:

Appendix C: An organogram reflecting your company and its holding and subsidiary companies

Appendix D: A list of BE entities with whom you are partnering through joint ventures or other similar initiatives, indicating the nature of the relationship with each.

D MANAGEMENT

7. Does management own "shares" or members interest, as defined above?

	YES
	NO

11. How many "shares" does management hold?

12. How many of these "shares" are held by historically disadvantaged (HD) managers?

Historically disadvantaged (HD) is defined as Indian, Coloured & Black who is South African of descent.

Management: in relation to an enterprise or business, means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

E EMPLOYMENT EQUITY

13. Does the company have an employment equity programme?

YES
 NO

14. What is the total number of permanent employees in the company?

15. How many of these employees are historically disadvantaged (HD)?

16. How many of the permanent employees are disabled?

17. How many permanent employees are at management level or can be classified as professional?

18. How many of the permanent staff that are management or are professional are HD?

19. How many people qualify as board and senior management members?

20. How many people of the board and senior management are HD?

F PROCUREMENT

21. Does your company have a formalised procurement policy to support be (Black Empowerment)?

YES NO

22. How much have you spent on purchases for operational purposes in the past 12 months?

23. How much have you spent on capital expenditure in the past 12 months?

24. How much (rand value) was spent with BE (black empowerment) Companies?

Please attach the following document to the questionnaire:

Appendix E: A list of the BE companies from which purchases were made in the past 12 months.

G RDP, SOCIAL RESPONSIBILITY AND SOCIAL UPLIFTMENT

25. Does your company have a formal Social Responsibility or Social Upliftment Policy or Programme?

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

26. Do you contribute financially to charities, not-for-profit organizations and causes in support of disadvantaged or under-privileged communities?

YES

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

Please attach the following documents to the questionnaire:

Appendix F: A copy of your social responsibility or social upliftment policy or programme.

Appendix G: List of charities, not-for-profit organizations and causes in support of disadvantaged or under-privileged.

H DEVELOPMENT

27. Does your company have formalised development, training, skills transfer and upliftment policies or practices in place?

YES

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

28. What type of policies or practices do you have in place?

Formalised	<input type="checkbox"/>	development policies and practises
	<input type="checkbox"/>	Formalised training
Formalised	<input type="checkbox"/>	skills transfer policies and procedures
Upliftment	<input type="checkbox"/>	policies

29. Does your company support any external education, development and accelerated learning programmes?

YES

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

30. What type of support do you provide

External	<input type="checkbox"/>	education for HD (previously disadvantaged) individuals	Development
	<input type="checkbox"/>	programmes for HD individuals	
Accelerated	<input type="checkbox"/>	learning programmes for HD individuals	
	<input type="checkbox"/>	External education for HD communities	
	<input type="checkbox"/>	Development programmes for HD communities	
Accelerated	<input type="checkbox"/>	learning programmes for HD communities	

Please attach the following documents to the questionnaire:

Appendix H: Details of the above policies and practices.

Appendix I : Details of the above programmes.

I OTHER INITIATIVES

31. Does your company have any other internal or external initiatives which qualify as social investment or philanthropic initiatives?

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

32. Are these initiatives related to:

<input type="checkbox"/>	Environmental issues
<input type="checkbox"/>	Health
<input type="checkbox"/>	Crime prevention
<input type="checkbox"/>	Other

Please attach the following document to the questionnaire:
Appendix J: Details of the above initiatives.

I _____ hereby declare, in my capacity as _____ and duly authorised thereto, that the information provided in the above questionnaire is factually correct.

SIGNATURE

DATE

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU
& TSOLO**

PROJECT NO. EQS/HIGH/ISD/QET/2024-27

INFORMATION REQUIRED	DETAILS
Supplier's Name	
Trading as	
Services Rendered	
Registration number (company or cc)	
VAT registration number	
Physical address	
Postal address	
Telephone no.	
Fax no.	
Contact no.	
E-mail address of contact person	
Company banking details	

MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS QUMBU
& TSOLO**

PROJECT NO. EQS/MTL, HML/24/27

SCHEDULE 2A : DOCUMENTS OF INCORPORATION

The tenderer must attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS QUMBU
& TSOLO**

PROJECT NO. EQS/MTL, HML/24/27

SCHEDULE 2B: TAX CLEARANCE CERTIFICATE

The tenderer must attach to this page a South African Revenue Services **Tax Clearance Certificate/PIN** in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a **Tax Clearance Certificate/PIN** for each of the joint venture partners.

MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS QUMBU

PROJECT NO. EQS/MTL, HML/24/27

SCHEDULE 2C: PRELIMINARY HEALTH AND SAFETY PLAN
--

The tenderer must attach to this page a copy of the preliminary Health and Safety Plan for the proposed work. Tenderers are advised to study Appendix B: Health and Safety Specifications when compiling the preliminary Health and Safety Plan.

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU
& TSOLO**

PROJECT NO. EQS/MTL, HML/24/27

SCHEDULE 2D: PROJECT METHODOLOGY

The tenderer must attach to this page a copy of the project Methodology for the proposed work.

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU
& TSOLO**

PROJECT NO. EQS/MTL, HML/24/27

SCHEDULE 2E: PROOF OF CIDB GRADING

The tenderer must attach to this page a required proof of CIDB grading.

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU
& TSOLO**

PROJECT NO. EQS/MTL, HML/24/27

SCHEDULE 2F: B-BBEE CERTIFICATE
--

The tenderer must attach to this page certified copy B-BBEE Certificate.

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU

PROJECT NO. EQS/MTL, HML/24/27

SCHEDULE 3A: CURRICULUM VITAE OF PERSONNEL

The Tenderer must attach to this page, copies of CVs with certified or traceable qualifications for the key management personnel such as not limited to the contracts manager, site agent, surveyor and foremen who will be responsible for managing the contract works. **Failure to do so will negatively affect their scores for the relevant section in quality.**

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU& TSOLO

PROJECT NO. EQS/MTL, HML/24/27

PART C1 : AGREEMENT AND CONTRACT DATA
--

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
 - Form of Securities (Pro Forma)**
- C1.3**

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU& TSOLO

PROJECT NO. EQS/MTL, HML/24/27

C1.1 : FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU& TSOLO

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the 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

..... Rand (in words); R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document 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 terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature
of witness Date

2. ACCEPTANCE

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

The terms of the contract are contained in

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work Part

C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the 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 (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the **Employer** KUMNKANI MHLONTLO LOCAL MUNICIPALITY
P.O. Box 31
Qumbu
5180
Tel: 047 553 7000
Fax:047 553 0189

Name and signature of witness

Date

3. SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the tender documents issued by the employer before 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, be 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
- 5. Subject
.....
Details
.....

By the duly authorized 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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU& TSOLO

PROJECT NO. EQS/MTL, HML/24/27

C1.2: CONTRACT DATA (PART 1)

The Conditions of Contract are the General Conditions of Contract for Construction Works (2004) published by the South African Institution of Civil Engineering (SAICE).

Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

PART 1 : DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.1.1.15	The Employer : KUMNKANI MHLONTLO LOCAL MUNICIPALITY The Employer's address for receipt of communications and notices is : Telephone: +27 (0)47 553 7000 Facsimile: +27 (0)47 553 0189 Address (Postal): P.O. Box 31 Qumbu, 5180
1.1.1,13	The time for completing the works is 3 years
1.1.1.26	The contract is a re-measurable contract, payments shall be based on the work done and the rates submitted by the tenderer.
1.6 and 38	The special non-working days are public holidays, Sundays and the year-end break. These days will be excluded from time calculations.
1.6	The year end break commences on 15 December 2020 and ends on 6 January 2021.
10	The Contractor shall commence executing the Works within 7 days of the Commencement Date.
35.1.2	A Coupon Policy for Special Risks Insurance issued by the SASRIA is required.
35.1.3	The limit of indemnity for the liability insurance required is R 100 000-00 [One hundred thousand rands].
46.3	Price adjustments for variations in the costs of special materials are allowed. Refer Contract Data (Part 2).
49.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %.
58.2	Dispute resolution shall be by mediation.

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

KUMNKANI MHLONTLO LM

Agreement and Contract Data

C1 - 5

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS-QUMBU& TSOLO

PROJECT NO. EQS/MTL, HML/24/27

C1.2 : CONTRACT DATA (PART 2)

PART 2 : DATA PROVIDED BY THE CONTRACTOR

Clause	Description												
1.18	The Contractor is the												
1.2.2	The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :												
37.2.2.3	The percentage allowance to cover all overhead charges is												
42.1	The Works shall be completed in weeks.												
42.2	The variation in cost of special materials is : <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Type of Material</th> <th style="width: 20%;">Unit</th> <th style="width: 30%;">Rate or Price</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Type of Material	Unit	Rate or Price
Type of Material	Unit	Rate or Price											
.....											
.....											
.....											

KUMNKANI MHLONTLO LOCAL MUNICIPALITY
NCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU& TSOLO

PROJECT NO. EQS/HIGH/ISD/QET/2024-27

C1.3 : FORM OF SECURITIES

Contract No. 216020MOO

WHEREAS KUMNKANI MHLONTLO LOCAL MUNICIPALITY
(hereinafter referred to as “the Employer”) entered into, a Contract with

.....
(hereinafter called “the Contractor”) on the day of..... 20
for the construction of

MAINTENANCE OF STREET LIGHTS AND HIGH MUST LIGHTS- QUMBU& TSOLO

at.....

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

AND WHEREAS

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

NOW THEREFORE WE,

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidate.

Our total liability hereunder shall not exceed the Guaranteed Sum of

5. (R)

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

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

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20

As witnesses:

1. Signature

2. Duly authorized to sign on behalf of

Address

.....
.....

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU& TSOLO

PROJECT NO. EQS/MTL, HML/24/27

PART C2: PRICING DATA

C2.1 Pricing Instructions C2.2 Bill of Quantities

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU& TSOLO

PROJECT NO. EQS/MTL, HML/24/27

C2.1 : PRICING INSTRUCTIONS

Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions ISO (International standard settings), SANS 294(South African Bureau of standards) and Eskom as the vender in the area.
2. The units of measurement described in these Bill of Quantities are metric units. Abbreviations used in these Bill of Quantities are as follows:

% =	percent	m ² -pass	=square meter-pass
h =	hour	m ³ =	cubic meter
ha =	hectare	m ³ -km	=cubic meter/kilometer
kg =	kilogram	MN =	mega newton
kl =	kiloliter	MN.m	=mega newton-meter
km =	kilometer	MPa	= mega Pascal
km-pass	=kilometer-pass	No. =	number
kPa	= kilopascal	Prov sum	= Provisional sum
kW =	kilowatt	PC sum	= Prime Cost sum
l =	liter	R/only	= Rate only
m =	meter	sum	= lump sum
mm =	millimeter	t =	ton (1000 kg)
m ² =	square meter	W/day	= Work day

1. For the purpose of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:

1. Unit: The unit of measurement for each item of work as defined in the
2. ISO (International standard settings), SANS 294(South African Bureau of standards) and Eskom as the vender in the area
3. Quantity: The number of units of work for each item.
4. Rate: The agreed payment per unit of measurement.

5. Amount: The product of the quantity and the agreed rate for an item.
 6. 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.
2. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
 3. It will be assumed that prices included in the Bill of Quantities, unless otherwise stated in the Scope of Work, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
 4. The prices and rates in this Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and 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.
 5. 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
 6. **All items in the Bill of Quantities need to be completed separately. No grouping of items with a single lump sum will be allowed.**
 7. The quantities set out in these Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in this Bill of Quantities.
 8. 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.
 9. The short descriptions of the items of payment given in these 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 Scope of Work.
 10. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers determined per item specified
 11. The contractor shall bear all the costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required for the purposes of the Works.
 12. The Bills of Quantities in the Tender Document must be completed in Black Ink and signed.
 13. The Bills of Quantities in the Tender Document must be fully completed – every item must be priced.

14. The contract will come to an end when either the money or the time period is finished. It is the sole discretion of the Municipality to increase the quantities or not.

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU&
TSOLO**

PROJECT NO. EQS/MTL, HML/24/27

C2.2: BILLS OF QUANTITIES

AS PER ISO STANDARD SPECIFICATIONS FOR ELECTRICAL WORKS, PREPARED BY THE INTERNATIONAL STANDARD SETTING BODY)

ESKOM STANDARDS AS THE LINCENCED VENDER WITH

SANS 294(South African Bureau of standards)

Bidders are also edged to consider prevention of theft in their submission of bill of quantities.

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU & TSOLO

New Fittings	Unit	Qty	Inspect	Supply	Install
Inspect condition, supply and install new streetlights fittings complete with lamp holder,125 W Ballast, Daylight switch and other accessories Mount and Correct					
All size/Types of Fittings					
Fitting Components					
Lamps	No	1			
Lamp Holder	No	1			
IPC Clamps	No	1			
Lamp Cover	No	1			
PG Clamps	No	1			
Ignitor	No	1			
100 w Ballast	No	1			
125 W Ballast	No	1			
Geartray	No	1			
Daylight Switch					
Lamps	No	1			
Inspect Condition, supply and replace street Lamps/ Lamp holder and accessories					
All Different watt lights lamps	No	1			
Wiring					
Inspect Condition, Supply and Replace streetlights supply conductor. Conductors to be core uv resistant					
Cabtyre Flex cable 2.5 mm2 with uv protection	m	1			
circuit Breakers					
Inspect Condition, supply and replace 6A circuit breaker in pole mounted enclosure connect conductor to supply light fitting					
6 Amp	No	1			
30AMP	No	1			
63 Amp	No	1			
Control Circuit					
Test, Supply, Connect and repair the following components of Streetlights circuit					
circuit Breakers	No	1			

1 Meter Airdac	m	1			
Contractor	Rate Only				
Daylight Switch	No	1			
Re-Wiring	No	1			

Christmas Decoration					
LV CABLE AND TEMMINATIONS	Unit	Qty	Inspect	Supply	Install
3 and 4 core PVC insulated SWA PVC Sheathed 600/100 cables manufactured to SANS 1507-03					
2,5 mm2 3 core	m	1			
4mm2 3core	m	1			
6 mm2 3core	m	1			
4 mm2 4 core	m	1			
6 mm2 4 core	m	1			
10 mm2 4 core	m	1			
High Mast Lights					
Lamps	No	1			
Lamp Holder	No	1			
Ignitor	No	1			
Lights Components	No	1			
Re- Wiring	No	1			
Contactore	No	1			
Excavation of Trench	No	1			
Daylight Switch	No	1			
Supply High Mast Winch	No	1			
LED light fitting	No	1			
REMOVAL OF DAMAGED POLES					
Secure existing streetlight fencing cabling	m	1			
Supply and Install all streetlights Components	No	1			
Dig out from ground the broken Streetlights fibreglass pole stump to take into consideration all types of surface e.g. rock, cement, tar					
Plant New Poles	No	1			
Mount Streetlight on new pole	No	1			
Plant new streetlights poles	No	1			

Reconnect cables that you remove from the streetlights			No	1			
Test and commission streetlights			No	1			
HOURLY RATE or DAILY RATE							
Artisan			Rate Only				
Artisan Assistant			Rate Only				
Bakkie			Rate Only				
Crain Truck			Rate Only				

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU& TSOLO

PROJECT NO. EQS/MTL, HML/24/27

PART C3: SCOPE OF WORKS

- C3.1 Description of the Works**
- C3.2 Engineering**
- C3.3 Procurement**
- C3.4 Construction**
- C3.5 Management**
- C3.6 Particular Specification**
- C3.7 Annexes**

**KUMNKANI MHLONTLO LOCAL MUNICIPALITY MAINTENANCE OF STREET
LIGHTS AND HIGH MAST LIGHTS- QUMBU & TSOLO PROJECT NO. EQS/MTL,
HML/24/27**

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The Employer's objective is to promote safety through maintenance of street lights and the high mast lights in both business centres (Tsolo & Qumbu) of KUMNKANI MHLONTLO LOCAL MUNICIPALITY .

The Employer desires that the work required for the maintenance be of a high standard, completed in the shortest practical time whilst making maximum use of local labour and good quality of works.

C3.1.2 OVERVIEW OF THE WORKS

C3.1.3

Maintenance of street lights and High mast lights entails maintenance 117 street lights and 59 high mast lights. In Tsolo business centre there are 88 street lights distributed in the main street, new homes and crossbow, 29 high mast lights are distributed in the enter town.) In Qumbu there are 29 street lights located only in the main street and 29 high mast lights distributed within the entire town.

C3.1.4

EXTENT OF THE WORKS

Work included in this contract involves the execution of the following:

- a) Assessment/Inspections
- b) Purchasing of Materials
- c) Removal of Damaged poles and other materials
- d) Planting of New Poles
- e) Reconnection of Cables
- f) Cleaning and rehabilitation of the affected areas

Rehabilitation methods must be such that no property or life is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the client's approval.

The Contractor must program his work in such a way that no maintenance is to be done during the holiday season and or the Easter weekend as set out in the Contract Data and the compilation of the maintenance program and any amendments thereto during the course of maintenance shall be at the cost of the Contractor and shall not be measured elsewhere in this contract

**MHLONTLO LOCAL MUNICIPALITY
 MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU& TSOLO
 PROJECT NO. EQS/MTL, HML/24/27**

C3.2: ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

Description	Responsible agent
Concept, feasibility and overall process	Employer (Engineer)
Basic Engineering and detail layout to tender stage	Employer (Engineer)
Final design to approved construction stage	Employer (Engineer)
Temporary works	Contractor
Preparation of "as built" drawings	Contractor

C3.2.2 DRAWINGS

The drawings listed below are attached in order to give an overview of the project.

Additional construction drawings will, in terms of Clause 5.9.2 of the General Conditions of Contract (2015 3rd Edition), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

Drawing No.	Title
001	Construction Name Board
002	Layout Plan
003	Typical Detail
004	Bridge

MHLONTLO LOCAL MUNICIPALITY
MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU& TSOLO
PROJECT NO. EQS/MTL, HML/24/27

C3.3: PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

Tenderers wishing to claim preferential procurement points must ensure that they submit the B-BBEE certificate certified copy or original copy.

C3.3.1.2 Resource standard pertaining to targeted procurement

The Targeted Procurement Conditions as set out in Tender Data will be used in the evaluation of tenders.

C3.3.2 EMPLOYMENT TARGETS
Minimum local community employment

Failure to meet any of the following minimum labour-based targets will be penalised.

Employment of local community labour

The maximum possible number of workers is to be employed from the labour lists of the currently unemployed persons in the local community.

To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only.

Local community labour is defined as people who reside in the community and who have been identified by the Local Municipality and whose names appear on the labour list.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and building skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

Employment of women

30% of the workforce must be women.

Employment of youth

30 % of the workforce must be youth (18 – 35 years of age).

Employment of disabled people

A minimum of 1 disabled person must be employed on this contract.

Remuneration of local labourers

The minimum wage shall be R120.00 per general labour as set by KUMNKANI MHLONTLO LOCAL MUNICIPALITY design team. The skilled labour rates will be discussed on site by the community and the main contractor.

C3.3.3**WORKER CONTRACTS**

The Contractor will be required to enter into employment contracts with all labourers employed. All Workers Contracts for labourers employed during the month must accompany the Contractor's monthly report. The labourers must have a fixed job description that they must understand and they must acknowledge their production requirements and responsibilities.

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU & TSOLO

PROJECT NO. EQS/MTL, HML/24/27

C3.4: CONSTRUCTION

SECTION 4.1: STANDARD SPECIFICATIONS

1. GENERAL INFORMATION TO CONTRACTOR

1.1 Scope of Contract

1. The *Employer's Objectives*

To ensure the effective and efficient identification of scope of works and issuing of and work order by (Mhlontlo Local Municipality), Project implementation and approval by KUMNKANI MHLONTLO LOCAL MUNICIPALITY of the complete installation.

2. The *Employer provides:*

- A high-level scope of works detailing objectives for each project with timing milestones and deliverables.
- Technical Assistance for Mhlontlo Local Municipality's networks where required.

1. The *Service Provider delivers:*

Scope of work approved to be undertaken and design approval by KUMNKANI MHLONTLO LOCAL MUNICIPALITY that includes detailed As built drawings and specifications as per Mhlontlo Local Municipality's standards, specifications and procedures.

2. *Deliverables:*

Following the Employer's instruction to continue, the preparation of all design documents and drawings including all or any of the following (for detail refer to item (b) below).

- a) Advice to the *Employer* as to the necessity for further surveys, special visits, use of specialist Service Providers, setting out or staking out the Works, etc. and arranging for such to be carried out as part of the project financial offer.
- b) The Service Provider shall submit a Design with the Design Report with full documentation for approval. The Service Provider shall ensure Kumkani KUMNKANI MHLONTLO LOCAL MUNICIPALITY provide feedback on this documentation in the form of signed-off documents and drawings following the successful approval of the Kumkani KUMNKANI MHLONTLO LOCAL MUNICIPALITY Planning Evaluation Committee (PEC).

(b) The Service Provider shall submit for acceptance as part of the Design:

- i. Record of all assumptions made, including planning methodologies and philosophies used.
- ii. **Programme of Works** on how the project is to be implemented, including outage scheduling to ensure minimal loss of existing customer supplies.
- iii. Way leaves and other approvals.
- iv. Surveyor Profiles and Templates. Note - pegging on Reticulation projects shall only commence on instruction from the Project Co-ordinator just prior to construction start.
- v. A Bill of Quantities is to be included in this stage.

(c) The results of this Design Stage should be the following:

- i) An Approved Design Report by Kumkani Mhlontlo Local Municipality's.
- ii) An up to date specification record and approved design drawings by Kumkani Mhlontlo Local Municipality's.

3. Construction Stage

d) Deliverables:

The general administration and co-ordination of the execution of the Works in accordance with the Contract as stated below:

- i. Advice to the Employer as to the provision of a monitoring service.
- ii. Issuing Instructions on behalf of the Employer.
- iii. Generally Monitoring the execution of the Works for compliance with the Contract and attending site meetings on a combined average frequency of at least one day every two weeks or at such other intervals as the Service Provider may deem necessary (provided it has been negotiated and agreed to by the Employer's Agent).
- vi. Directing monitoring operations but excluding day to day monitoring of the Works and site administration.

- a Issuing certificates for payment of the Service Provider(s) (within 5 working days upon receipt from the Service Provider) to the Employer's Agent and submitting regular reports regarding project finances and anticipated completion date(s) to the Employer as stated in detail in the Brief.
- b Advice to the Employer regarding the inspection and testing of such materials and plant as are usually inspected and tested and arranging for such inspection and testing to be carried out on behalf of the Employer.
- c Agreeing final quantities with the Contractor(s) including measurements on site.
- d Making arrangements to provide the Employer, on completion of the Works, with such records, drawings and manuals as may be required for the operation and maintenance of the Works and preparing such documents as may be necessary to co-ordinate the drawings and manuals provided.
- e Checking commissioning procedures and witnessing performance or acceptance tests on site but excluding day-to-day routine tests.
- f Provision of a Safety Officer in terms of the Occupational Health and Safety Act, Act 85 of 1993, and Performing Monthly onsite safety audits.

e) **Other duties will include:**

- i. The Service Provider shall be responsible for the Technical Quality Control and General Supervision as well as Contract Administration during the construction phase.
- ii. It is compulsory that Mhlontlo local Municipality's local Quality representative be involved enabling them to ensure that KUMNKANI MHLONTLO LOCAL MUNICIPALITY standard and all legislative aspects are adhered to.
- iii. A Preliminary List of all Material to be supplied by the Service Provider shall be submitted by the Service Provider timeously before commencement of construction.
- iv. A Detailed Construction Programme together with a Capital Cash Flow Plan must be supplied by the Service Provider two weeks before construction activities commence and shall be updated on a monthly basis. This information shall be forwarded to the Employer's Agent.
- v. Site meetings; at least two per month shall be chaired by the Service Provider.
- vi. Safety shall be a set agenda item on all site meetings and general safety must be promoted at all times during the contract period. It is further the responsibility of the Service Provider to instruct the Service Provider/s to meet all of the administrative requirements of the OHS Act as well as those contained in the KUMNKANI MHLONTLO LOCAL MUNICIPALITY document,
"Occupational Health and Safety Requirements to be met by Service Providers and Sub-Service Providers employed by Mhlontlo Local Municipality's" ref. ESKASAAP4 rev. 0 dated 01 March 1996.
- vii. It is compulsory that Mhlontlo Local Municipality's Directive on Environmental compliance be strictly adhered to at all times.
- viii. Minutes of site meetings shall be distributed to all site meeting representatives as well as the client representative.
- ix. All "as built" drawings shall be updated and handed over (three sets of hard copies as well as all necessary software) to the Employer not later than two weeks after the completion of each fully commissioned Assessment Stage, with the final set not later than two weeks after

- project completion. The Employer reserves the right to withhold 10% of the Service Provider's normal fee until this requirement is met.
- x. It is the responsibility of the Service Provider to ensure that all required and relevant electrical tests are adequately carried out to ensure the safety of the system after energising. Test certificates are compulsory prior to energising of the system.
 - xi. After take-over, Kumkani KUMNKANI MHLONTLO LOCAL MUNICIPALITY will be responsible for the safety of the system. The responsibility of latent defects however lies with the Service Provider.
 - xii. It is the responsibility of the Service Provider to ensure that Kumkani Mhlontlo Local Municipality's taking/handling- over procedure is properly adhered to.
 - xiii. It is compulsory to involve Kumkani Mhlontlo Local Municipality's Operating & Maintenance Department's in order to ensure their acceptance of the final product for taking over purposes.

The Service Provider will also be responsible to prepare a Project Close-Out Report upon completion of the project. The Project Close-Out Report must include, as a minimum, the following:

1. Service Provider's performance appraisal
2. RFQ evaluation and modification reports
3. Contract award letter / notification of acceptance
4. Access to site certificate
5. Minutes of meeting
6. Site instructions
7. Progress reports
8. Quality inspection sheets
9. Outage request forms
10. Handover certificate
11. As-built drawings
12. Final single line diagram
13. Compensation events
14. Test sheets
15. Control sheets
16. Payment certificates / Employers assessment
17. Material reconciliation

This project will be done over a period of 3 years covering 2020/21, 2021/22 and 2022/23 financial years.

This specification covers the supply, delivery, installation and commissioning of High Mast Lights in Qumbu Town.

The contract consist of the following:-

- | | |
|----|----------------------------------|
| f) | 14 x 30m High Mast Lights |
| g) | Repair 14 x 30m High Mast Lights |
| h) | Underground Low Voltage cables |

i) Floor Mounted Service
Distribution Boxes

The reticulation of this contract falls under Eskom area of supply and will comply fully to Eskom Standards and Specifications. It will be the responsibility of the Successful Tenderer to ensure that any material used in this contract does in fact comply to the latest Eskom's Specifications and Standards.

1.2 Programme

The electrical construction shall commence during 20 July 2020 and is estimated to be completed by end 20 July 2023.

1.3 Service Conditions

All equipment and materials shall be rated for operation under the following conditions:

Electrical

Voltages	:	M.V 11kV
	:	L.V 420/242V
Frequency	:	50Hz
Phases	:	3
Rupturing capacity	:	11kV: 250 MVA
	:	420/242V: 10 MVA

Environment

Altitude	:	1 600m
Average maximum temperature	:	35° C
Average minimum temperature	:	-3° C
Average relative humidity	:	86% at 35° C
Lightning	:	Severe
Dust	:	Severe

1.4 Site Conditions

Tenderers must, before submitting their tenders, carry out a site inspection in order to acquaint themselves with the site conditions, access, etc.

Tenderers must allow for all conditions on site in their tenders, since extra claims arising from difficult site conditions in respect of transport, handling, loading, offloading, labour, housing, etc.; will not be entertained.

1.5 LV Supply

The LV supply to supply each high mast will be obtained from the existing low voltage network, situated which supplies the whole town as per the layout drawings.

1.6 Time Schedule

Tenderers shall, when submitting their tenders, indicate whether they will be able to complete the installation on the date as specified in the programme.

1.7 Critical Path Schedule

The successful tenderer shall, within 7 days after having been notified of the acceptance of this tender, be furnish with a task oder by the employer, from the scope of work on the task oder the bidder shall furnish the employer with a critical path schedule showing how he intends programming his work to meet the required completion date. This shall include the scheduling of long lead items into the programme.

1.8 Standards and Specifications 1.9

All materials and equipment supplied under this Contract must be new and of the best quality available.

All materials must comply with the requirements of the latest editions of the relevant SABS, NRS and BS Specifications.

All materials and equipment shall comply with the requirements of Eskom.

1.10 Normative References

The Contractor will be responsible to ensure that the Contract Works comply in full with the requirements laid down by:-

- a) The Occupational Health and Safety Act 85 of 1993
- b) The Code of Practice for the Wiring of Premises SANS 10142: as amended
- c) Electricity Distribution, Planning and design of Distribution Systems NRS 0341 1997
- d) Earthing of Low Voltage distribution systems SABS 0292:1998.
- e) Regulations and requirements of the Local supply authority

1.10 Working Drawings

The Electrical Contractor shall, furnish the client with a full set of working drawings showing the exact dimensions and details of equipment to be manufactured.

The drawings must be approved by the client before manufacture of the equipment commences.

1.11 Erection

A price shall be quoted for the supply, delivery, off-loading, erecting and commissioning of all equipment and overhead lines to be provided under this Contract.

Erection shall include cabling, connecting-up and completing the electrical connections between the several pieces of apparatus forming the complete installation.

All the necessary tools included together with lifting tackle, staging, etc., for offloading, handling and installation of the equipment shall be supplied and upon completion of the Contract, again be removed.

1.12 Compulsory Site Inspection

A compulsory site inspection will be now compulsory briefing meeting, Bidders can have a look at the attached locality map and visit as individuals.

1.13 Basis of Tender

The Contractor must provide for all that is necessary for the completion of the entire project. Although prices shall be based on the major items listed in the schedules forming part of this specification, the contractor shall ensure that he allows for all the ancillary equipment and items necessary for completion of the project. (Refer to the drawings).

1.14 As Installed Drawings

On completion of the Contract, the Contractor must supply the Client with a full set of "As Installed" drawings within two (2) weeks of completion of the said works. These drawings must conform with the requirements of the client.

For this purpose the Contractor must complete drawings in electronic format compatible with Autocad or Microstations to the satisfaction of the client.

1.15 Tests

The Contractor must allow for a complete set of tests of the equipment as prescribed by the Engineer. These tests shall be carried out at the premises of the manufacturer and on site.

1.16 Signs and Notices

All the necessary signs and notices according to the Safety Act must be provided on the outside of the equipment, i.e. minisubs, kiosks, switchgear.

1.17 Damage to Other Services

The Contractor shall assume full responsibility in case he or any person in his service is directly or indirectly responsible for any damages caused to other services already installed (water, sewerage, storm water, roads, surveyors' pegs, etc.) Any such damage shall immediately be reported to the Engineer.

The Contractor shall be held fully responsible for the repair of such damage to the satisfaction of the relevant Engineer. The costs for the repair of such damage shall be borne by the Contractor. Claims by the Contractor in this connection will be not be considered.

Should any portion of this contract works of the Contractor be damaged by other Contractors, the Contractor shall repair such damage at the tendered rate and shall submit full details of such damage to the Engineer so that he can recoup such costs from the responsible party. This repair work may only be done on the written instruction from the Engineer.

1.18 Explosives

All government regulations with regard to the transport storing and handling of explosives shall be strictly adhered to.

2. GENERAL REQUIREMENTS FOR EQUIPMENT

2.1 General

All equipment supplied by the Contractor must be new, of the best quality available and must comply with this Specification and the attached specifications of Eskom.

All equipment used in the installation must have the prior approval of the Engineer.

2.2 Instruction Manuals, etc.

The Contractor must supply the Engineer with at least three sets of detail mechanical and electrical drawings as well as instructions and maintenance manuals of equipment on completion of the project.

2.3 Inspection

The Contractor shall inform the client of any equipment which is ready for despatch, in which case the client will arrange for an inspection at the factory of the manufacturer if it is deemed necessary.

Such notification of the client must be 10 days prior to despatch. It must be noted that it is still the responsibility of the contractor to ensure that all materials conform to the required specification and standards.

Three copies of all equipment test reports, whether these tests have been carried out in the presence of the client or not, shall immediately after they become available, be submitted to the Engineer.

2.4 Interchangeability

All items of similar equipment supplied under this contract must be identical and completely interchangeable, internal to the Township as well as with existing equipment of Mhlontlo Local Municipality's.

2.5 Commissioning

The Contractor shall be responsible for the testing and commissioning of the complete installation. The Contractor shall notify the Engineer, in writing, 14 days prior to the abovementioned test to allow him to make the necessary arrangements.

3. SUPPLY TO EACH CONNECTION

Supply to each High Mast will be taken from the existing Qumbu Town network with the exact position still to be determined. The final position of the connection to the network and the equipment to be supplied will be determined by the Kumkani Mhlontlo Local Municipality's. Connection to the Kumkani KUMNKANI MHLONTLO LOCAL MUNICIPALITY network will be done in collaboration with their officials.

4. CABLE TRENCHES AND LAYING OF CABLES

All excavations for cables will be done by the Contractor.

Care should be taken when excavating trenches as the new cables to be installed follows the routes of existing cables.

After installation of the cables, the Contractor shall be responsible for backfilling and compaction of all these trenches to original compaction. This must be done to the satisfaction of the Engineer.

All cable trenches must be excavated in the positions shown on the drawings.

It is the responsibility of the Contractor to obtain the drawings showing the other services. Any damage to these services will be for the Contractor's account.

Laying and installation of cables shall be in accordance with the requirements of Eskom with particular reference to their "TOWNSHIP ELECTRICAL RETICULATION STANDARD FOR UNDERGROUND SYSTEMS"

4.1 Classification and Definitions of the Nature of the Soil

The nature of the soil, in which cable trenches shall be dug is classified as follows:

Pickable soil: Soil that can be loosened and removed without the use of machinery and includes, gravel clay, compacted fill, loose or soft shale, loose “gravel stone” and small rocks

Soft Rock: Rock, hard shale, oukclip or material that can be broken by mechanical means such as jack hammers

Hard Rock Rock that can only broken by means of explosives

4.2 Tender Price

Tenderers must tender for excavating of the trenches, the refilling of the trenches in the manner specified, the compacting of the trenches, the levelling of the sidewalks and the removal of all excess material.

4.3 Road Crossings

Where the cable routes cross the tarred roads, cable sleeves indicated on the drawings will be installed by the Civil contractor. Crossings on paved areas will require the electrical contractor to supply and install the sleeves. All the sleeves shall be installed at a depth of 1000mm below final road surface.

5. CABLES

The Contractor shall supply and install all the necessary medium and low voltage and low voltage cables as required by this document and shown on the drawings.

All cables shall be in accordance with Eskom Specifications for MV cables and for LV cables.

6. INSTALLATION OF CABLES

6.1 General

Cables shall be rolled off the cable drums in such a fashion that they do not overrun, cannot be damaged mechanically or are not exposed to too high a tensile stress. All high voltage cables and the heavier low voltage cables shall be supported at sufficient short distances during the entire installation process. Cable rollers shall be used as far as possible. Where cables have to be pulled through pipes or cable sleeves, suitable cable grips shall be used. Great care shall be taken that the cables are not grazed, stretched, or deformed in any manner.

6.2 Inspection of Cables and Cable Trenches

Cables trenches and cables shall be inspected by KUMNKANI MHLONTLO LOCAL MUNICIPALITY before the trenches may be backfilled.

A logbook with three copies per page shall be kept by the Contractor on the site, in which each part of the installation that has been inspected can be recorded after inspection and approval.

7. STAND BEACONS

The Contractor shall in all cases determine the positions of electrical equipment on the basis of the stand beacons which have already been provided by the Land Surveyor. Where the Contractor is unable to determine positions due to missing stand beacons, the missing beacons shall immediately be reported.

Should equipment be installed in incorrect positions due to missing beacons, the Contractor will have to reposition the equipment at his own expense.

The Contractor shall also ensure that all stand beacons are present along a cable route, before the trench is excavated or poles are planted. Should stand beacons become missing due to the filling up the Land Surveyor will reposition the missing beacons at the expense of the Contractor.

Any stand beacons which are removed accidentally or intentionally by the Contractor in the course of his activities, shall immediately be reported to the Engineer. The Land Surveyor shall re-install such beacons at the expense of the Contractor.

The Contractor shall after completion of the contract employ a Land Surveyor to certify the correctness of all the stand beacons along the route where electrical cables were installed. This certificate must be submitted to the Engineer.

Removed or missing stand beacons may not be repositioned by the Contractor.

8. MINIATURE SUBSTATIONS

Miniature substations will not form part of this tender.

9. SERVICE DISTRIBUTION BOXES

Service distribution boxes shall be supplied and installed in the positions as indicated on the drawings / existing structure or as advised by the client. The service distribution boxes shall be manufactured in accordance with the Eskom specification and shall be installed as per Eskom standard.

10. STREET LIGHTING

10.1 117 street lights shall be maintained in both qumbu and Tsolo.

29 street lights are located in qumbu main street
29 wooden streets lights in Crosbow in Tsolo
27 street lights in Tsolo main street
32 street lights at Nehomes in Tsolo

10 SIGNS AND NOTICES

The Contractor must supply and install all signs and notices in accordance with SABS 872 "Industrial Safety Signs".

11 COMPLETION

Upon completion, any damage which may have been done to any other services, or building work already complete, by the Contractor or his staff, shall be repaired at the Contractor's own expense to the satisfaction of the client.

The Contractor shall clear the entire ground area within and around his yard and contract works, of all the accumulated debris.

12 TESTING OF THE INSTALLATION

The Contractor shall make allowance in his tender for the complete testing and commissioning of the installation. All tests shall be carried out in the presence of the clients representative.

Notice of the envisaged testing date shall be given at least fourteen (14) days beforehand which will then fall in line with Mhlontlo Local Municipality's availability.

The Contractor shall make allowance in his tender for the supply of all instruments, materials and tests which will be required for the commissioning.

Should any part of the installation fail during a test or should the equipment in the opinion of the client not meet with the requirements, the Contractor shall replace, repair or correct such equipment at his expense, to the satisfaction of the client.

14

MANUALS

The Contractor shall submit three complete sets of manuals to the Engineer for the above installation. These manuals shall contain all "as built" drawings, maintenance information on all the equipment supplied and a suggested plan of maintenance.

One sample copy must be submitted to the client for his approval prior to the printing of the three manuals.

The completion will not be certified nor will the payment for work done be released before the above condition has been met.

END OF SECTION

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

**MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU
& TSOLO**

PROJECT NO. EQS/MTL, HML/24/27

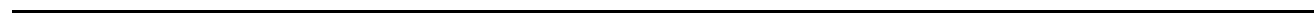
C3.7: ANNEXES

ANNEX

Annex A : Drawings issued for tender

The drawing listed below is attached as a loose drawing in order to given an overview of the project.

Drawing No.	Title
001	Layout Plan
002	Typical Detail



KUMNKANI MHLONTLO LOCAL MUNICIPALITY
MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU& TSOLO
PROJECT NO. EQS/MTL, HML/24/27

APPENDIX A
HEALTH AND SAFETY SPECIFICATIONS

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

MAINTENANCE OF STREET LIGHTS AND HIGH MAST LIGHTS- QUMBU & TSOLO

PROJECT NO. EQS/MTL, HML/24/27

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

1. Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Amended Act, No 181 of 1993, the Employer is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Employer in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Employer's Occupational Health & Safety specification. In terms of Regulation 4 (2), the Employer and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. Framework For An Occupational Health And Safety Plan

2.1 Introduction

The Principal Contractor has to demonstrate to the Employer that it has a suitable and sufficiently documented Occupational Health and Safety plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- Management structure.
- Quality plan.
- Human resources plan.
- Registered workplace skills plan.
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of Induction and other training of employees.
- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation reports.

The following specifications are supplied as a guide only. The Employer's Health and Safety Agent may amend and/or expand on the specifications by means of an addendum to Tender or after the award of the Contract.

2.2 OH&S plan at tender stage

Tenderers shall submit an OH&S plan with their tender document. This shall be a preliminary plan that may be expanded on and finalised after the award of the contract.

The OH&S Plan should be based on the following principles:

- A proper risk assessment of the construction work.
- Pro-active identification of potential hazards and unsafe working conditions.
- Informing and/or training of employees in hazards and risk areas.
- Provision of a safe-working environment and safety equipment.
- Ensuring the safety of sub-contractors through their safety plans.
- Monitoring the health and safety on the construction works on a regular basis.
- Using competent safety officers.

2.3 Contents of An Occupational Health And Safety Plan

2.3.1 Occupational health and safety management programme

- Management of Occupational Health and Safety risks.
- Occupational Health and Safety structures and appointments.
- Programme of Occupational Health and Safety inspections.
- Occupational Health and Safety Representatives.
- Occupational Health and Safety committee.

2.3.2 Communication and management of the work

- Management structure and responsibilities.
- Details of the construction supervision and his appointed assistants.
- Details of the Construction Safety Officer.
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
 - Regular liaison between parties on site.
 - Consultation with the workforce.
 - The exchange of design information between the Employer, designers, supervisors and contractors on site.
 - Handling design changes during the project.
 - Selection and control of contractors.
 - The exchange of Occupational Health and Safety information between all contractors.
 - Security.
 - Site induction and on-site training.

- Facilities and first-aid.
- The reporting and investigation of accidents and incidents.
- The production and approval of risk assessments and method statements.
- Site OH&S rules.
- Fire and emergency procedures.
- Reporting to the Employer i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings.
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate.

2.3.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

2.3.3.1 Safety risks

- Services, including temporary electrical installations.
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials.
- Control of lifting operations.
- The maintenance of plant and equipment.
- Traffic routes and segregation of vehicles and pedestrians.
- Handling and storage of hazardous materials.
- Dealing with existing unstable structures/land.
- Working in confined spaces.
- Working at elevated heights (> 3,0 m).
- Other significant safety risks as and when identified.

2.3.3.2 Health risks

- Working environment (operational sewage treatment works).
- Handling sewage sludge.
- Handling, storage and use of hazardous chemical substances.
- Dust containing cement, silica and other hazardous substances.
- Dealing with contaminated land or material.
- Manual handling.
- Reducing noise and vibration.

- Provision of adequate lighting.
- Ventilation considerations.
- Extreme heat and cold temperature considerations.
- Dealing with HIV/Aids and other illnesses.
- Provision of and maintaining ablution and eating facilities.
- Other significant health risks as and when identified.

2.3.3.3 Special risks

Contractors are to take note of the special risks that may be encountered during the project and to include these special risks in the OH&S plan.

2.3.3.4 Working environment

- Spray from sewage treatment operations.
- Open and unguarded structures containing liquid (sewage).
- Rotating machinery and pumps.

2.3.3.5 Installation work

- Use of electricity may be hazardous in wet conditions.
- Working space may be limited.
- Lifting and placing of heavy equipment.

3. Preparation Of An Occupational Health And Safety Operational Reference File/Manual

The Principle Contractor shall open and maintain an OH&S file for the duration of the contract. On completion of the contract the Principle Contractor shall hand the OH&S file to the Employer.

3.1 The following are some of the requirements to be addressed

- Layout, format and content requirements.
- Arrangement for the collection and gathering of information.
- Storage and archiving of all the information.
- Copy to the Client at completion of project.

3.2 Contents of an OH&S file/manual

- OH&S Policy.
- Notice of new project.
- Site start-up.
- Security measures.
- Written designations and appointments.

- Arrangements with contractors/mandataries.
- OH&S rules and procedures.
- Induction.
- OH&S training.
- OH&S promotion.
- OH&S representatives.
- OH&S committees.
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment.
- Workplace inspections and audits.
- Investigation and reporting of incidents/accidents.
- Mechanical safeguarding.
- Electrical safeguarding.
- Safeguarding against hazardous substances.
- Lifting machinery and equipment.
- Construction vehicles and mobile plant.
- Welding, heating and flame cutting.
- Protection of the environment affected by construction activities.
- Keeping of records in terms of the OH&S Act (85 of 1993).
- General details of construction methods and materials used.
- Details of equipment and maintenance facilities within the structures.
- Maintenance requirements and procedures for structures / equipment / plant.
- Manuals produced by suppliers and specialist contractors, including operating and maintenance procedures and schedules for plant and equipment.
- Details of the location and nature of utilities and services, including emergency and firefighting systems.

4. Notice Of Construction Work

The Contractor shall complete Annexure A – Notification of Construction Work of Regulation 3 of the Construction Regulations 2003.

The original shall be forwarded to the office of the Department of Labour closest to the site. A copy of the original must be kept on site at all times.

5. Protection Of The Public

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

As the area is adjacent to a residential area, the Contractor shall take special precautions to prevent public access to the works.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER: CLOSING DATE: CLOSING TIME:

DESCRIPTION.....
.....

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

.....
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

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

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)
YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)
YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

A REGISTERED AUDITOR
(Tick applicable box)

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

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ?

YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED
.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED
.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity:

Department:

Contact Person:

Tel:

Fax:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

Tel:

Fax:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
 - At:
 - Brand and Model
 - Country of Origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
- *Delivery: Firm/Not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

MBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:

- At:

- Brand and model

-

- Country of origin

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT FOREIGN CURRENC REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
FACTOR (D1, D2 etc. eg. Labour, transport etc.)				PERCENTAGE OF BID PRICE		

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

3.3 PRICING SCHEDULE
(Professional Services)

Name of Bidder:.....	Bid Number:
Closing Time:	Closing Date

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION HOURLY RATE DAILY RATE

	R-----
	R-----
	R-----
	R-----
	R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

	R-----
days	R-----
days	R-----
days	R-----
days	R-----

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/ NO.

8. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

.....

*Delete if not applicable

MBD 4

DECLARATION OF INTEREST

- 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 favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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, hareholder²):.....

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? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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 yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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 yes, 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 yes, 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 yes, 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 yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

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.

***YES / NO**

.....
.....

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

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

2.2 If yes, provide particulars.

.....
.....

.....

.....

* Delete if not applicable

***YES / NO**

2

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any ***YES / NO** material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside ***YES / NO** 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?

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

.....
Position

.....
Name of Bidder

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

$$LC = [1 - x / y] * 100$$

Where x is the imported content
in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1 If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number: Telephone and cell number: (c)
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
(Imported content (x), as calculated in terms of SATS 1286:2011	R

Stipulated minimum threshold for local content (paragraph 3 above)	
--	--

(Local content %, as calculated in terms of SATS 1286:2011

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 4.1 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed/not exceed R 50 000 000 (all applicable taxes included) and therefore the.....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	.....
1.3.1.2 SPECIFIC GOALS	.....
Total points for Price and SPECIFIC GOALS must not exceed	100

2. DEFINITIONS

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

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

- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Tender Price			90	80
HDI -Equity ownership			5 points	10 points
Youth-Enterprise 18-35 years (MLM)			1 point	2 points
Women-Equity ownership			1 point	2 points
Disability-Equity ownership			1 point	2 points
Rural Enterprise			1 point	2 points
Military Veterans			1 point	2 points
SUB-TOTAL (SPECIFIC GOALS)			10	20
TOTAL			100	100

6. BID DECLARATION

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?% (ii) the name of the sub-contractor? (iii) the B-BBEE status level of the sub-contractor?

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

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

9.9 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-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES:

1.

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

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

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

MBD 7.1

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

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE



OFFICIAL STAMP

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

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

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

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

MBD 7.3

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I undertake to make payment for the goods/works as specified in the bidding documents.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

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

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

- 1. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2	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 <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

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

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

..... **Signature** **Date**

..... **Position** **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

MBD 9

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

.....
Signature Date

.....
Position Name of Bidder