

éDumbe Municipality

10 Hoog Street
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PAULPIETERSBURG 3180



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ALL CORRESPONDENCE TO BE ADDRESSED TO THE MUNICIPAL MANAGER

EDUMBE LOCAL MUNICIPALITY

DEPARTMENT OF INFRASTRUCTURE AND PLANNING

BID INVITATION

FOR

PANEL OF SERVICE PROVIDERS FOR ELECTRICAL MAINTENANCE SERVICES

BID NUMBER: EDUMT39/2018/19

DELIVERY PERIOD: 36 Months as and when required.

CIDB LEVEL NO.: 2EB or 2EP and higher

BBBEE SCORE: Level 1 or Level 2

EMPLOYER:

Municipal Manager
éDumbe Local Municipality

SCM

Contact Person: Mr BW Buthelezi
Tel no: 034 995 1650

TECHNICAL

Contact Person: Mr MB Buthelezi
Tel no: 034 995 1873

TENDERER:

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PART T1: TENDERING PROCEDURES

1. BID NOTICE AND INVITATION TO TENDER

Tenderers are hereby invited from suitably qualified service providers for the **PANEL OF SERVICE PROVIDERS FOR ELECTRICAL MAINTENANCE SERVICES** bid number EDUMT39/2018/19 for a period of 36 months as and when required.

This bid will be evaluated in terms of the 80/20 Supply Chain Management Policy, Preferential Procurement Point system.

Bid documents will be obtainable from **13th March 2019 at 10H00** from the SCM Office and arrangements should be made with Mr BW Buthelezi on 034 995 1650 prior to collection of documents. Bid document reservation fee is R 678.95 per document and payment can be made at the cashiers of the municipality or alternatively through the EFT and proof of payment must be furnished before a document can be supplied.

Banking Details: eDumbe Local Municipality, FNB - Acc No: 532 8000 5944, Br Code: 270 624 (the proof of payment must reflect the bid number and bidder's name as reference).

Contractor documents to be submitted with the bid:

- Original and valid tax clearance certificate
- A certified copy of the most recent municipal account in which the business is registered. Local or District Municipality (rates, water, electricity and other) or if the bidder is a tenant (within Local or District Municipality) then a letter or certificate from the landlord indicating that the levies are not in arrears.
- Bids to be submitted in original format.

Fully completed bid document sealed in an envelope marked "**Bid No: EDUMT39/2018/19 - PANEL OF SERVICE PROVIDERS FOR ELECTRICAL MAINTENANCE SERVICES, for 36 months as and when required**" should be deposited not later than **the closing date and time** at the Bid Box at **eDumbe Local Municipality, 10 Hoog Street, Paulpietersburg, 3180**.

The closing date is on **25th March 2019 at 12H00**. Late, posted or faxed bid documents will not be accepted and the eDumbe Local Municipality reserves the right not to make an appointment and further has the right to accept the offer in whole or in part. Failure to comply with the above conditions will invalidate your offer.

Enquiries may be directed to the following persons during office hours

Procurement enquiries: Mr BW Buthelezi

Telephone no.: 034 995 1650

Technical enquiries: Mr MB Buthelezi

Telephone no.: 034 995 1873

Municipal Manager

2. BID EVALUATION

All bids received shall be evaluated in terms of the Supply Chain management Regulations, eDumbe Local Municipality's Supply Chain Management Policy, Preferential Procurement Policy Framework Act and other relevant legislations.

The Municipality reserves the right to accept all, some, or none of the bids submitted either wholly or in part and it is not obliged to accept the lowest bid.

By submitting this bid, the *Tenderer* authorises the Municipality or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the *Tenderer* to provide the goods and services required by the Municipality.

PLEASE NOTE:

The Municipal Manager may cancel a contract awarded to a *Tenderer* if:

- a) The *Tenderer* or its *personnel* committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that *Tenderer*.

The Municipal Manager may reject the bid or quote of any *Tenderer* if that *Tenderer* or any of its directors has:

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

2.1 METHOD

<p>Method 1: Financial offer</p>	<ol style="list-style-type: none"> 1. Rank <i>Tenderer</i> offers from the most favourable to least favourable comparative offer 2. Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
<p>Method 2: Financial offer and Preferences</p>	<ol style="list-style-type: none"> 1. Score bid evaluation points for financial offer. 2. Confirm that <i>Tenderer</i> is eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3. Calculate total bid evaluation point 4. Rank <i>Tenderer</i> offers from the highest number of bid evaluation points to the lowest. 5. Recommend <i>Tenderer</i> with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
<p>Method 4: Financial offer quality and preferences</p>	<ol style="list-style-type: none"> 1. Score quality, rejecting all <i>Tenderers</i> offers that fail to score the minimum number of points for quality stated in the bid data. 2. Score bid evaluation points for financial offer. 3. Confirm that <i>Tenderers</i> are eligible for the preferences claimed, and if so, score bid evaluation points for that preference. 4. Calculate total bid evaluation points. 5. Rank Tender offers from the highest number of tender evaluation points to the lowest. 6. Recommend <i>Tenderer</i> with the highest number of Tenderer evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
<p>Awarding of Tender</p>	<p>A contract shall be awarded to a panel of suitably qualifying <i>Tenderers</i>.</p>

The eDumbe Local Municipality will not consider a *Tenderer* unless it complies and meets with the following responsiveness and evaluation criteria:

- (a) The bid documents must be properly received in a sealed envelope clearly marking the description and bid number as indicated **Bid Notice and Invitation of the Tender**, of the service for which the *Tenderer* is bidding for.
- (b) The bid documents must be deposited in the relevant **Tender Box** as indicated on the **Bid Notice and Invitation of the Tender**, on or before the closing date & time of the bid.
- (c) An original Valid **Tax Clearance Certificate** must be submitted with the bid documents on or before the closing date and time of the bid.
- (d) Bid documents forms must be **completed in full**.
- (e) A certified copy of the **Company or Close Corporation Registration Certificate** must be submitted with the tender on or before the closing time and date of the Tender.
- (f) A **Joint Venture Agreement** (where applicable), which is **invalid** and **properly signed** by all parties must be submitted.
- (g) **Proof of payment of municipality** rates and taxes must be submitted.
- (h) The bid must comply with the **requirements of the bid and technical specifications**.
- (i) The bid must adhere to **Pricing Instructions**.
- (j) The tenderer must have **financial ability** to execute the contract.
- (k) **CIDB** grading as per tender requirements to be submitted.
- (l) The bid must comply in full and observe the requirements of the **Bid Notice and Invitation to Tender**.

2.2 GATEKEEPERS

The eDumbe Local Municipality will not consider a *Tenderer* without the following gatekeepers submitted with bid document, technical evaluation will not commence and a bid shall be disqualified:

- (a) Compulsory Tender Clarification Meeting attendance proof.
- (b) Proof of registration as an electrical contractor

2.3 FUNCTIONALITY / EVALUATION CRITERIA

The approach to be adopted for the technical evaluation is that criteria have been developed that indicate the elements that are contractor and non-negotiable. Only contractors that have achieved 70% points will be further evaluated for a next stage.

Unit	Description	Points (%)
1	List of key personnel, their experiences (include CV detailing project-specific work experience for each employee) and academic qualifications. Min NQF Level 5: <ul style="list-style-type: none"> • 3+ years' experience = 15 • 2-3 years' experience = 10 • 0 -2 years' experience = 5 	15
2	Light Delivery Vehicle (LDV), Truck mounted cherry picker, Truck mounted crane - proof of ownership or rental to be submitted <ul style="list-style-type: none"> • All three owned by company = 10 • Combination of ownership or rental = 5 • All rented = 3 • None = 0 	10
3	Operating Regulation for High Voltage system (ORHVS) accreditation – proof of accreditation <ul style="list-style-type: none"> • Valid Eskom certification for HV regulations = 10 • No Eskom certification for HV regulations = 0 	10
4	Qualifications and training: (5 points per qualification) <ul style="list-style-type: none"> • Electrical Trade Test Certificate = 5 • Electrical Certificate of Compliance Certificate = 5 • Transformer testing certificate = 5 	15
5	Erection method statements for the following: (5 points per method) <ul style="list-style-type: none"> • Stringing and termination of conductors = 5 • Stringing and termination of earth-wire = 5 • Cable installations = 5 • Cable terminations = 5 • Earthing = 5 • Pre-commissioning of all major plant must be in accordance with specification = 5 	30
6	Locality <ul style="list-style-type: none"> • Zululand District Municipality = 20 • KwaZulu Natal = 15 • South Africa = 10 • Outside South Africa = 0 	20
	TOTAL	100

MINIMUM SCORE OF 70 POINTS WILL QUALIFY YOU FOR NEXT STAGE OF EVALUATION

PART T2: RETURNABLE DOCUMENTS

3. LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the bid. Whilst many of the returnable documents are required for the purpose of evaluating the bids, 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**.

3.1 SCHEDULES

Schedule: 1 Schedule of Plant and Equipment Available for the Contract

3.2 MUNICIPAL BIDDING DOCUMENTS

MBD 4 - Declaration of Interest

MBD 6.1 - Preference Points Claim Form in Terms of the PPR 2017

MBD 6.2 - Declaration Certificate for Local Production and Content for Designated Sectors

MBD 8 - Declaration of Bidder's Past Supply Chain Management Practices

MBD 9 - Certificate of Independent Bid Determination

SCHEDULE 1: SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THE CONTRACT

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 name

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, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

.....
.....

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

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.

3.9.1 If yes, furnish particulars.

.....
.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars.

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, 2017.

4. GENERAL CONDITIONS

4.1 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).

4.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

4.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

4.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

5. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

6. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

7. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

7.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

8. BID DECLARATION

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

9. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

9.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

10. SUB-CONTRACTING

10.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

10.1.1 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 or QSE

(Tick applicable box)

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

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

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

11. DECLARATION WITH REGARD TO COMPANY/FIRM

11.1 Name of company/firm:.....

11.2 VAT registration number:.....

11.3 Company registration number:.....

11.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

11.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

11.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

11.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

11.8 Total number of years the company/firm has been in business:.....

11.9 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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. 2

..... SIGNATURE(S) OF BIDDERS(S)

MBD 8

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 to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system:
 - b) Been convicted for fraud or corruption during the past five years:
 - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption 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 as a company or person 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 audit alteram partem rule was applied).</p> <p>The database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p>(The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

ITEM	QUESTION	YES	NO
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:		
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 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"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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.**

PART T3: SCOPE OF WORKS

12. SCOPE OF THE WORK

12.1.1 GENERAL

The *Contractor* shall have the necessary tools and equipment to perform the maintenance procedures. The *Contractor* shall further have all the measuring equipment to measure current, temperatures, oil quality, etc.

12.1.2 DESCRIPTION OF SERVICE

The scope of work covers substation, network contraction and maintenance for a period of three (03) years as and when required.

12.1.3 LOCATION OF SERVICES DELIVERY

The *Contractor* shall provide substation, network contraction and maintenance at eDumbe Local Municipality's jurisdiction.

12.1.4 TECHNICAL MAINTENANCE CONDITIONS

Maintenance and servicing are to be performed, which will be inclusive of labour, travelling and general consumables (Cleaning fluids, rust treatment, grease, oils, cloths, cleaning solvents) which are required for scheduled maintenance (Preventative maintenance – cleaning, fixing, greasing, cleaning of all components and systems, all adjustments and settings required and tightening of all connections). All other parts and components and callouts will be charged additionally to this contract price according to the rates and mark uppriced in this contract.

12.1.5 RECORD KEEPING

All maintenance activities will be recorded and monitored. These records must be logged during each site visit.

12.1.6 BREAK DOWNS AND RESPONSE TIME

The *Contractor* shall be available on a 24 hours cycle per day to react on breakdowns and complaints about any malfunctioning of the systems. Breakdowns shall be reported to the *Contractor* telephonically. It will be the responsibility of the *Contractor* to act within 3 (three) hours, from the time the call has been logged or reported. The *Contractor* shall promptly repair the system to ensure normal running and functioning, and will submit a detailed report of the specific break down. If the *Contractor* does not respond within the given period, the penalty clause will be applied as described in the contract.

12.1.7 PREVENTATIVE MAINTENANCE INTERVALS

The preventative maintenance service shall be done on a quarterly basis. During each maintenance visit the *Contractor* shall execute the activities as stipulated in the maintenance schedules attached and specified in the maintenance manuals.

The first service shall be carried out within seven (07) days after the commencement date of the contract or as agreed to by the parties.

Where power shut downs are involved the *Contractor* shall first obtain written approval from the *Employer*.

12.1.8 SERVICE SCHEDULES

These schedules must be interpreted to comply with the conditions applicable to the comprehensive maintenance and servicing of the system.

PART T4: PRICING DATA

13. BILLS OF QUANTITIES

**BILL OF QUANTITIES (BoQ) FOR
PANEL OF ELECTRICAL CONTRACTORS FOR SUBSTATION, NETWORK CONTRACTION AND MAINTENANCE
FOR A PERIOD OF THREE YEAR ON AN AS AND WHEN REQUIRED BASIS**

A	SECTION A Supply, Delivery, Installation and Commissioning of Material	UNIT	QTY	Supply and Delivery - All Material to complete Task	Installation & Commissioning - All Labour and Transport to complete Task	Total
1	HT Cables - 11 kV					
1.1	50 mm ² x 3 C XLPE PVC	m	1	R	R	R
1.2	70 mm ² x 3 C XLPE PVC	m	1	R	R	R
1.3	95 mm ² x 3 C XLPE PVC	m	1	R	R	R
1.4	120 mm ² x 3 C XLPE PVC	m	1	R	R	R
1.5	150 mm ² x 3 C XLPE PVC	m	1	R	R	R
1.6	185 mm ² x 3 C XLPE PVC	m	1	R	R	R
1.7	240 mm ² x 3 C XLPE PVC	m	1	R	R	R
2	HT Joints 11 kV (Similar Raychem - Including Ferrules)					
2.1	50 - 95 mm ² XLPE	each	1	R	R	R
2.2	95 -185 mm ² XLPE	each	1	R	R	R
2.3	185 - 300 mm ² XLPE	each	1	R	R	R
3	HT Terminations 11 kV - Indoor (Similar to Raychem - Including Lugs, Bolts & Nuts etc)					
3.1	50 - 70 mm ² XLPE (2 000 mm)	each	1	R	R	R
3.2	95 -240 mm ² XLPE (2 000 mm)	each	1	R	R	R

11	LT Cables					
11.1	16 mm ² x 2 C SWA PVC	m	1	R	R	R
11.2	16 mm ² x 4 C SWA PVC	m	1	R	R	R
11.3	25 mm ² x 4 C SWA PVC	m	1	R	R	R
11.4	35 mm ² x 4 C SWA PVC	m	1	R	R	R
11.5	50 mm ² x 4 C SWA PVC	m	1	R	R	R
11.6	70 mm ² x 4 C SWA PVC	m	1	R	R	R
11.7	95 mm ² x 4 C SWA PVC	m	1	R	R	R
11.8	120 mm ² x 4 C SWA PVC	m	1	R	R	R
11.9	150 mm ² x 4 C SWA PVC	m	1	R	R	R
11.10	185 mm ² x 4 C SWA PVC	m	1	R	R	R
11.11	240 mm ² x 4 C SWA PVC	m	1	R	R	R
12	LT Joints (including ferrules etc)					
12.1	16 mm ² x 2 C SWA	each	1	R		R
12.2	16 - 25 mm ² x 4 C SWA	each	1	R	R	R
12.3	35 - 70 mm ² X 4 C SWA	each	1	R	R	R
12.4	95 -120 mm ² X 4 C SWA	each	1	R	R	R
12.5	150 - 240 mm ² X 4 C SWA	each	1	R	R	R
13	LT Terminations (including Gland. Shroud. Lugs. Bolts & Nuts Etc)					
13.1	16 mm ² x 2 C SWA	each	1	R	R	R
13.2	16 - 25 mm ² X 4 C SWA	each	1	R	R	R
13.3	50 - 70 mm ² X 4 C SWA	each	1	R	R	R
13.4	95 -120 mm ² X 4 C SWA	each	1	R	R	R
13.5	150 - 240 mm ² X 4 C SWA	each	1	R	R	R
14	Mini Substations					
14.1	Mini Sub / Metering RMU base to eDumbe LM Spec	each	1	R	R	R
14.2	Replace 315 Kva, 500 Kva or 800Kva mini -	each	1	R	R	R
	New installation or replacement Contractor to supply all material					
14.3	315 kVA Mini SUB according to eDumbe LM Spec 11 kV	each	1	R	R	R
14.4	500 kVA Mini according to eDumbe LM Spec 11 KV	each	1	R	R	R
14.5	800 kVA Mini according to eDumbe LM Spec 11 kV	each	1	R	R	R

15	LV Distribution					
15.1	Kiosk / stubby 3CR12 < 12 Way (1 500 h x 340 w x 300 d)	each	1	R	R	R
15.2	Kiosk / stubby 3CR12 > 12 Way (1 500 h x 500 w x 300 d)	each	1	R	R	R
15.3	Kiosk / stubby Fibre EBX FSFG4DD (1 500 h x 495 w x 400 d)	each	1	R	R	R
15.4	Kiosk 3CR12 Metering (1 500 h x 800 w x 300 d)	each	1	R	R	R
16	Connections - Meters according eDumbe LM product number					
16.1	Replace Pre Paid single ph meter – eDumbe LM supply me	each	1	R	R	R
16.2	Replace Pre Paid three ph meter – eDumbe LM supply me	each	1	R	R	R
16.3	Replace Single Phase meter - eDumbe LM supply meter	each	1	R	R	R
16.4	Replace Three Phase Consumption meter – eDumbe LM	each	1	R	R	R
16.5	Replace Three Phase Demand meter – eDumbe LM supply me	each	1	R	R	R
	New installation or replacement Contractor to supply all material					R
16.6	Single Phase meter	each	1	R	R	R
16.7	Single Phase Pre paid meter	each	1	R	R	R
16.8	Three Phase Consumption meter	each	1	R	R	R
16.9	Three Phase Demand meter	each	1	R	R	R
16.10	Three Phase Pre paid meter	each	1	R	R	R
16.11	Three Phase CT meter	each	1	R	R	R
16.12	Single Phase 60 - 80 Amp 10 kA Circuit Breaker	each	1	R	R	R
16.13	Three Phase 100 - 300 Amp 25 kA Circuit Breaker	each	1	R	R	R
16.14	Three Phase 300 - 500 Amp 25 kA Circuit Breaker	each	1	R	R	R
16.15	Three Phase 500 - 750 Amp 40 kA Circuit Breaker	each	1	R	R	R
16.16	Three Phase 750 - 1 000 Amp 40 kA Circuit Breaker	each	1	R	R	R
16.17	Meter Box C3R12 450 x 450 to eDumbe LM Spec	each	1	R	R	R
16.18	Meter Box CR12 600 x 800 to eDumbe LM Spec	each	1	R	R	R

17	Pole Mounted Transformers 11 kV					
17.1	Replace Single Phase Transformer – eDumbe LM to Supply transformer – Contractor To supply other material to complete replacement	each	1	R	R	R
17.2	Replace Three Phase Transformer – eDumbe LM to Supply transformer – Contractor To supply other material to complete replacement	each	1	R	R	R
	New installation or replacement Contractor to supply all material					
17.3	25 kVA Three Phase according eDumbe LM Spec	each	1	R	R	R
17.4	50 kVA 3 Phase according eDumbe LM Spec	each	1	R	R	R
17.5	100 kVA 3 Phase according eDumbe LM Spec	each	1	R	R	R
17.6	200 kVA 3 Phase according eDumbe LM Spec	each	1	R	R	R
17.7	315 kVA 3 Phase according eDumbe LM Spec	each	1	R	R	R
18	Overhead Lines - 22 kV Spec					
18.1	11 - 22 kV overhead intermitted pole complete	each	1	R	R	R
18.2	11 - 22 kV overhead tension pole complete	each	1	R	R	R
18.3	11 - 22 kV overhead anchor pole complete	each	1	R	R	R
18.4	11 - 22 kV overhead turn pole complete	each	1	R	R	R
18.5	11 kV overhead pole with transformer. cable and metering complete	each	1	R	R	R
18.6	33 kV overhead intermitted pole complete	each	1	R	R	R
18.7	33 kV overhead tension pole complete	each	1	R	R	R
18.8	33 kV overhead anchor pole complete	each	1	R	R	R
18.9	33 kV overhead turn pole complete	each	1	R	R	R
18.10	22 kV Surge arrestor complete	each	1	R	R	R
18.11	22 kV Pole insulator	each	1	R	R	R
18.12	22 kV Strain Insulator	each	1	R	R	R
18.13	22 kV line anchor complete	each	1	R	R	R
18.14	Surge Arrestor - 22 kV	each	1	R	R	R
18.15	Fuse Link Complete - 22 kV	each	1	R	R	R
18.16	Combi Unit - 22 kV	each	1	R	R	R
18.17	Conductor - Fox	m	1	R	R	R
18.18	Conductor - Squirrel	m	1	R	R	R
18.19	Conductor - Hare	m	1	R	R	R

20	Overhead Lines - LT					
20.1	Intermittent pole - Complete	each	1	R	R	R
20.2	Tension pole - Complete	each	1	R	R	R
20.3	Anchor pole - Complete	each	1	R	R	R
20.4	Surge arrestor	each	1	R	R	R
20.5	Pole insulator	each	1	R	R	R
20.6	Strain Insulator	each	1	R	R	R
20.7	Line anchor complete	each	1	R	R	R
20.8	Conductor - Bundle 70 mm ² x 3 C with bare neutral + Earth	m	1	R	R	R
20.9	Conductor - Bundle 95 mm ² x 3 C with bare neutral + Earth	m	1	R	R	R
20.10	Conductor - Bundle 16 mm ² x 2 C + Earth	m	1	R	R	R
21	Trenching					
21.1	800 - 1 000 mm Normal	m	1	R	R	R
21.2	1 200 - 1 500 mm Normal	m	1	R	R	R
21.3	800 - 1 000 mm use of jack hammer	m	1	R	R	R
21.4	1 200 - 1 500 mm use of jack hammer	m	1	R	R	R
21.5	800 - 1 000 mm Blasting - Drill. Cover. Blast. Remove rubble. Import bedding	m	1	R	R	R
21.6	1 200 - 1 500mm Blasting - Drill. Cover. Blast. Remove rubble. Import bedding	m	1	R	R	R
21.7	Remove paving	m ²	1	R	R	R
21.8	Replace paving	m ²	1	R	R	R
21.9	Remove concrete	m ³	1	R	R	R
21.10	Replace Concrete	m ³	1	R	R	R
21.11	Road Crossing - 1 200 m c/w 4 x160 mm Sleeves. backfill. compaction and repair of road surface	m	1	R	R	R
21.12	Driveway Crossing - 1 200 m c/w 4 x160 mm Sleeves. backfill. compaction and repair of road surface	M	1	R	R	R
22	Vegetation Control (grass. trees. reeds ect)					
22.1	Servitude / Way leave - 7m wide (11 kV line)	M	1	R	R	R
22.3	Fell trees up to 200 mm diameter and apply herbicide	Each	1	R	R	R
22.4	Fell trees lager than 200 mm diameter and apply herbicide	Each	1	R	R	R

23	Testing					
23.1	HT Cable - VLF per cable	each	1	-	R	R
23.2	HT Cable - Pressure Test per cable	each	1	-	R	R
23.2	HT Cable - Fault location per cable	each	1	-	R	R
23.3	LT Cable - Fault Location per cable	each	1	-	R	R
23.4	Transformer Test - Exclude substations	each	1	-	R	R
23.5	HT Over Line (11 kV) - Fault location per line	each	1	-	R	R
23.6	HT Over Line (400 V Bare or Bundle) - Fault location per line	each	1	-	R	R
24	MV, LV and Street Lighting Poles					
24.1	2.5m wooden cross-arm	m	1	R	R	R
24.2	5m concrete & wood	m	1	R	R	R
24.3	7m steel & wood	m	1	R	R	R
24.4	9 to 11m steel & wood	m	1	R	R	R
24.5	12 & 13m wood	m	1	R	R	R
24.6	14 & 15m wood	m	1	R	R	R
24.7	16 & 18m wood	m	1	R	R	R
24.8	20m and up wood	m	1	R	R	R

B	SECTION B On Specific request by the GM only. (If labour and transport is needed to a specific task it shall be included with the task)	Unit	QTY	N/A	Rate	Total
25	Labour					
25.1	Engineer	hour	1	-	R	R
25.2	Project Manager	hour	1	-	R	R
25.3	Technician	hour	1	-	R	R
25.4	Supervisor	hour	1	-	R	R
25.5	Artisan	hour	1	-	R	R
25.6	Artisan assistance	hour	1	-	R	R
25.7	Labourer	hour	1	-	R	R
26	Transport					
26.1	LDV	Km	1	-	R	R
26.2	Personnel Carrier	Km	1	-	R	R
26.2	8 Ton Truck with crane	Km	1	-	R	R
26.3	15 Ton Truck with crane	Km	1	-	R	R
26.4	Personnel lifting platform (Cherry Picker) Big	hour	1	-	R	R
26.5	Personnel lifting platform (Cherry Picker) Small	hour	1	-	R	R
26.6	TLB	hour	1	-	R	R
26.7	Compressor	hour	1	-	R	R
26.8	Crane to load 80 Ton	each	1	-	R	R
26.9	Transport 80 Ton	Km	1	-	R	R

It may be not feasible to include every item on the BoQ and as such should material which is not on the BoQ be required then the Municipality will request from the successful bidders written quotations to supply such services.

Estimated price escalation in percentage : % after year 1

: % after year 2

PART C1: AGREEMENT AND CONTRACT DATA

CONTRACT DATA

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

SECTION 1: DATA PROVIDED BY THE *EMPLOYER*

Clause	Description
C.1.1	The <i>Employer</i> is the eDUMBE LOCAL MUNICIPALITY
C.1.2	The <i>Employer's</i> address for receipt of communications and notices is : Telephone: 034 995 1650 Facsimile: 034 995 1192 Postal Address: eDumbe Local Municipality Private Bag X308 Paulpietersburg 3180
C.1.3	The <i>Engineer</i> is the Head: Electrical and Mechanical Services
C.1.4	The <i>Engineer's</i> address for receipt of communications and notices is : Tel: 034 995 1873 Facsimile: 034 995 1192 E-mail : buthelzim@edumbe.gov.za Postal Address: eDumbe Local Municipality Private Bag X308 Paulpietersburg 3180 Physical Address: 10 Hoog Street, Paulpietersburg
C.1.5	The duration of the contract is 36 Months (3 years) as and when required
C.1.6	The <i>Contractor</i> shall commence executing the Works within 14 days of the appointment Date.
C.1.7	Orders for maintenance will be placed on an "as and when required" basis.

2 CONDITIONS OF CONTRACT

a) WRITTEN AGREEMENT

The parties (*Employer and Contractor*) herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Contractor.

b) ACKNOWLEDGEMENT BY THE CONTRACTOR

The contractor acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

c) UNDERTAKING BY CONTRACTOR

The Contractor hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works.

It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Contractor, nor to exempt the Contractor from his obligation in accordance with the Act and the said regulations.

d) PERSONAL PROTECTIVE EQUIPMENT

It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.

It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.

It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.

The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of eDumbe Local Municipality is compulsory.

The Contractor shall ensure that the statutory requirements are complied with at all times.

e) FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

f) SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Contractor without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Contractor shall provide enough tools and equipment to enable him to complete the Works and the Contractor shall provide all storerooms, offices and eating halls that he may need. The Contractor will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools or materials to the Contractor, the Contractor will use such equipment, tools and/or materials at his own risk and the Contractor herewith indemnifies the Municipality against any liability of whichever nature

or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

g) SERVICES AND WORKING METHODS

The written permission of the HEAD: Technical Services of the Municipality shall be obtained where any work which must be undertaken by the Contractor is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the HEAD: Technical Services of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

h) EXCAVATIONS

Written permission for excavations shall be obtained from the HEAD: Technical Services of the Municipality and the Contractor shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

i) RESTRICTION TO WORKPLACE

Employees of the Contractor shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

j) SUBCONTRACTORS

The Contractor shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

k) OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Contractor. Any hazardous occurrence or incident to the employees of the Contractor that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, *Employer*, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Contractor or a sub-Contractor when there is a noncompliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Contractor or sub-Contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

l) FIRST AID

Where five or more persons are employed at a workplace, the Contractor shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.

Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.

Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:

- (a) South-African Red Cross Society
- (b) St. John's Ambulance Foundation
- (c) South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

m) FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Contractor and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they

shall ensure that these rules are strictly complied with.

n) COMPLETION OF WORK

Before the contractor or his sub-Contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

o) SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

p) BREAKING OF THESE RULES AND POOR CONDUCT

The Contractor is warned that no behavior that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Contractor or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative Contractor to complete the work and recover the costs thereof from the contractor, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the contractor damages for the default or breach and the cancellation.

The senior employees of the Contractor shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

q) INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality.

The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Contractor or Municipality from the premises in the case of any transgression of this nature.

r) CONFIDENTIALLY

The Contractor shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Contractor without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Contractor shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by

the Municipality. The Contractor shall inform the Municipality immediately should any such documents or sketches become lost.

s) INDEMNIFICATION BY THE CONTRACTOR

The following conditions will be applicable to the Contractor:

- (a) The Contractor is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Contractor or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Contractor, or otherwise busy with work under the instruction and supervision of the Contractor, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the contractor
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Contractor for usage during the execution of the work, will be used entirely at the risk of the Contractor or employees of the Contractor and the Contractor herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

t) AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

u) JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own *Employer* and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

v) TRAINING

The Employer may request from time to time that Contractors assist with the provision of practical "on the job" training for Departmental apprentices and learners in order for them to complete their apprenticeship and learnership.

By participating in this Contract, the Contractor shall accept and acknowledge that, if requested to provide practical training:

He shall submit a monthly progress report on any Departmental apprentice / learner assigned to him for practical training.

Whilst the trainee is under the supervision of the Contractor it shall be a requirement that the

trainee complies with the regulations of general conduct laid down by the Contractor.

Any breach of discipline by the trainee must be reported immediately to the Department.

Wherever possible the Contractor should follow the training schedule as laid down by the Department.

The Contractor will be reimbursed for any agreed extra costs incurred by himself, which can be attributed directly to the provision of training to the apprentice / learner.

The Contractor shall be responsible and liable for the apprentice's / learner's work performance during the period of training.

3 TERMS OF THE CONTRACT

- (a) Part T1 Tendering Procedures
- (b) Part T2 Returnable Documents
- (c) Part T3 Scope of Work
- (d) Part T4 Pricing Data
- (e) Part C1 Agreement and Contract Data
- (f) Part C3 Health and Safety

4 OFFER

The *Contractor* of services, identified in the Offer signature block, has offered to enter into a contract for the **PANEL OF ELECTRICAL CONTRACTORS FOR SUBSTATION, NETWORK CONTRACTION AND MAINTENANCE**

The *Contractor* identified in the Offer signature block, has examined the terms and conditions of the contract thereto as listed in the Bid document, and by submitting this Offer has accepted and will comply with all terms and conditions of the contract.

The *Contractor* identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS

_____ as per Price Schedule _____

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

Signature: Date:/...../.....

Name: Place:

Capacity:

For the Tenderer:

Witnesses 1:

Name

Signature

Witnesses 2:

Name

Signature

5 ACCEPTANCE

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

Deviations from and amendments to the documents listed in the terms of contract as well as any changes to the terms of the Offer agreed by the *Parties* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of the Forms of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

Deviations from and amendments to the draft contract as well as any changes to the terms of the Offer agreed by the *Parties* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of the Forms of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The *Contractor* shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* representative (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms and conditions of contract identified in the bid document. Failure to fulfil any of these obligations in accordance with those terms and conditions 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 *Contractor* within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the *Parties*

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the *Employer* of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the *Employer* notifies the *Contractor* of the tracking number within 24 hours of such submission. Unless the *Contractor* within seven working days of the date of such submission 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:

Date:/...../.....

Name:

Place:

Capacity:

For the Employer:

Witnesses 1:

.....

Name

Signature

Witnesses 2:

.....

Name

Signature

6 SCHEDULE OF DEVIATIONS

(a) Subject

Details

.....

.....

.....

(b) Subject

Details

.....

.....

.....

(c) Subject

Details

.....

.....

.....

(d) Subject

Details

.....

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.....

By the duly authorised representatives signing this agreement, the *Parties* agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the terms and conditions of the contract as well as any confirmation, clarification or changes to the terms of the offer agreed by the *Parties* during this process of offer and acceptance.

By the duly authorised representatives signing this agreement, the *Parties* agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the *Parties* 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 *Contractor* of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Employer Signature:

Date:/...../.....

Name:

Place:

Contractor Signature:

Date:/...../.....

Name:

Place:

PART C2: HEALTH AND SAFETY

HEALTH AND SAFETY

1 PURPOSE

The purpose of this specification is to set the minimum health and safety requirements and expectations for any *Contractor* who is supplying, constructing and maintaining the electrical installation work for the EDumbe Local Municipality Electricity Department.

This specification does not replace any requirements and regulations as dictated in the OHS Act 85 of 1993 and any other applicable health and safety standards associated with construction and electrical work.

This specification is compiled to satisfy the requirements of Construction Regulation 4(1).

The *Contractor* and/or its designated person appointed in terms of section 16(2) of the Occupational Health and Safety act, Act No 85 of 1993 (the "OHS Act") shall report to the Municipality Electricity Department prior to commencing with the Contract Work at the Works.

2 COMPLIANCE

The *Contractor* warrants that it agrees to the arrangements and procedures as prescribed by the Municipality and as provided for in this specification.

The *Contractor* further undertakes to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the Agreement, the Contractor shall ensure that the clauses as hereunder described and the OHS Act are at all times adhered to.

The *Contractor* hereby undertakes to ensure that the health and safety of any other person at the Site is not endangered by its conduct and/or activities while in the works.

3 CONTRACTOR AND EMPLOYER

The Contractor shall be deemed to be an employer in its own right while on the Site in terms of Section 16(1) of the OHS Act, the Contractor shall accordingly ensure that the requirements of the OHS Act are complied with by itself and/or its nominated Chief Executive Officer.

4 COMPENSATION REGISTRATION

The Contractor shall ensure that it has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act, Act No 130 of 1993, and that all payments owing to the Compensation Commissioner is discharged. The Contractor shall further ensure that the cover shall remain in force while any such employee is present on the Site.

5 MEDICAL EXAMINATIONS

The Contractor shall ensure that all its employees undergo routine medical examinations and that they are medically fit for the work they are to perform.

The Contractor shall, in compliance with the act, be responsible for the medical examination by an occupational medical practitioner of his employees and shall provide written proof that medical examination of his employees to be engaged on premises/ workplace has been done and that they are medically fit for the work they are to perform and that the necessary certificates of fitness have been obtained. These medical examinations shall be conducted before employees will be allowed to commence work on premises/ workplace.

6 INCIDENT REPORTING AND INVESTIGATION

All incidents referred to in Section 24 of the OHS Act shall be reported by the Contractor to the Department of Labour and to the Municipality Electricity Department. The Municipality shall further be provided with copies of any written documentation relating to any incident.

The Municipality Electricity Department retains an interest in the reporting of any accident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS Act into such incident.

7 PERSONAL PROTECTIVE EQUIPMENT

The Contractor shall ensure that its responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2(2) of the OHS Act. The Contractor shall further ensure that its responsible persons and employees wear PPE issued to them at all material times.

8 GOODS, MACHINERY AND EQUIPMENT

The Contractor shall ensure that all the Goods and Contractor's Equipment is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

In accordance with the provisions of Section 10(4) of the OHS Act, the Contractor hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the Site, or manufactures, sells or supplies to or for the Municipality, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

9 NO USAGE OF EMPLOYER'S EQUIPMENT

The Contractor hereby acknowledges that its employees shall not be permitted to use any materials, machinery or equipment of the Municipality or Municipality Electricity Department unless approval has been obtained, in which case the Contractor shall ensure that only those persons authorised to make use of same, have access thereto.

10 CONTRACTOR HEALTH AND SAFETY (HS) SYSTEM

The Contractor and his sub-Contractors shall have a HS system in place. This HS system is aimed at ensuring the safe working of Contractors and those that might be affected by their actions and to fulfil the following objectives:

- (a) Provides a structured approach to ensure adequate communication takes place between EDumbe Local Municipality Electricity Department, the Contractor and Contractor employees.

- (b) Ensures that risks, in the method statement, have been assessed by the Contractor and corrective action has been taken to remove or control these risks.
- (c) Ensures that the contract work undertaken by the Contractor is effectively controlled by the Contractor's responsible person.
- (d) Ensures that the Contractor and EDumbe Local Municipality Electricity Department are continually committed to implementing safe working methods in the interest of safety of all employees.
- (e) Ensures that the Contractor's supervisors have adequate experience and knowledge of the activities to be performed in order to ensure that all the Contractor employees are suitably trained and have reached the level of competence to enable them to complete the said activities safely.

It is the responsibility of the Contractor to meet on a regular basis with its employees to discuss HS initiatives and performance. Minutes of each meeting shall be taken, signed by all present and copies forwarded EDumbe Local Municipality Electricity Department responsible person. A copy of all minutes of meetings shall be kept in the Contractor's HS file.

Whilst having a comprehensive HS system is crucial to any HS programme, Contractor management is expected to ensure practical implementation of the system on the construction site. Contractor management is expected to:

- (a) Spend some time in their operations observing the work performed by employees and discussing the safety aspects with them.
- (b) Praise people doing the right things in terms of safety, health and environment.
- (c) Stop unsafe acts and correct unsafe conditions
- (d) Demand an update on the HS performance and improvement plans from those in charge of day to day activities.
- (e) Start every meeting and day with a safety share or discussion.
- (f) Review and follow up on all audit reports and incident investigations ensuring that target due dates are met for closing out any issues.

11 CONTRACTOR HEALTH AND SAFETY (HS) FILE

Where applicable, the following shall form part of the Contractor's HS file as a minimum:

- (a) Current records of all Contractor employees on premises/ workplace which must reflect the name, identity number, place of residence.
- (b) Valid copy of the medical certificate of fitness for each Contractor's employee issued by a recognised Occupational Medical Practitioner.
- (c) Copy of all minutes of meetings including safety toolbox talks (attendance register to be signed by all present).
- (d) Authorising licenses.
- (e) Letters of appointments (Responsible person; first-aider, safety representative, switching, etc).
- (f) Copies of all safety training courses completed by employees (Gas, etc).
- (g) HS plan.
- (h) Hazard identification.
- (i) Risk assessment.
- (j) Method statement.
- (k) Safe work procedures.
- (l) Monitoring plan
- (m) Review plan

- (n) Fall protection plan.
- (o) Authorisation certificate to perform construction work.
- (p) Emergency plan.
- (q) Registers and log books for amongst other:
 - Authorisation appointments/certificates;
 - Builder's hoists;
 - Electrical systems and apparatus;
 - Fire-fighting equipment;
 - First aid box(s)
 - Ladders
 - Lifting machines and lifting tackle;
 - Mobile cranes;
 - Portable tools and apparatus;
 - The Contractor's HS system shall be available for inspection/audit purposes at any time during the contract work.

12 SITE ESTABLISHMENT REQUIREMENTS

Should the Contractor be on premises/ workplace for a period exceeding 5 working days, the Contractor shall erect a notice board displaying the following:

- (a) Name of the main contracting company;
- (b) Project description;
- (c) Name and telephone number of the appointed responsible person;
- (d) Name and telephone number of the EDumbe Local Municipality Electricity Department responsible person;
- (e) Name and telephone number of the appointed first-aider ;
- (f) Telephone number of the EDumbe Local Fire Department; and
- (g) Telephone number of the EDumbe Local Medical Station and ambulance point.

Flammable materials shall be stored separately.

Adequate firefighting equipment shall be available.

The Contractor shall be responsible for taking all necessary precautions to safeguard his premises/ workplace from theft and damage.

The cost of ablution facilities, offices and mess rooms required by the Contractor, shall be for the Contractors account.

The Contractor shall keep the premises/ workplace clean and tidy for the duration of the contract.

At the end of the contract the Contractor shall clear the premises/ workplace of all buildings, latrines, concrete slabs, cables, water pipes, sewers, fences, name boards and rubbish which were the result of his occupation and rehabilitate the premises/ workplace to the satisfaction of EDumbe Local Municipality Electricity Department.

13 PROVISION OF BARRICADES

Where the nature of the work on electrical apparatus is such that it brings workmen employed thereon or members of the public in close proximity to live apparatus, the Authorized or responsible person shall arrange for suitable barricades to be erected for adequately protecting the workmen and members of the public from the danger of electric shock.

Where in his opinion it is impracticable to provide adequate barricades, the Authorized or responsible person shall arrange for a Competent Person or Persons to supervise without intermission, the workmen employed or members of the public to ensure that they incur no undue risks.