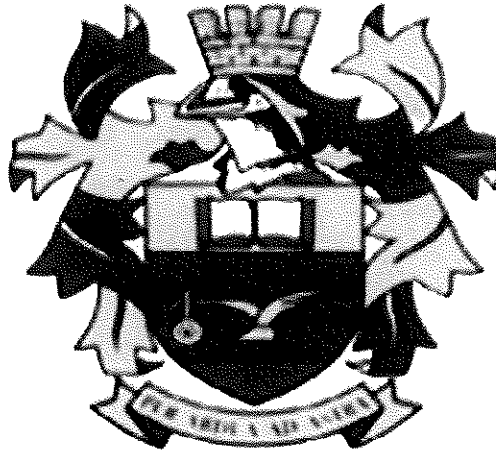


DIPALESENG LOCAL MUNICIPALITY

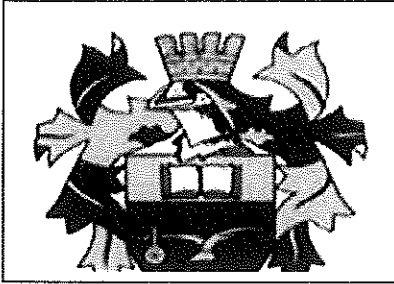


APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

Project No. DLM 05/2018

Dipaleseng Local Municipality Private Bag x1005 Balfour 2410 Contact for Procurement: Name: Ms. Nonhlanhla Moela Telephone. (017) 773 0055/ 071 282 9446	Dipaleseng Local Municipality Private Bag x1005 Balfour 2410 Contact for Technical: Name: Mr. Mohapi Mosese Telephone. (082) 652 9183
Tenderer	
Registration Number:	
Total of the prices inclusive of Value Added Tax: R	
Amount in Words	
.....	

CLOSING DATE & TIME: 17/09/2018 AT 12H00 PM



DIPALESENG LOCAL MUNICIPALITY

DLM : 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

Contents

Number Heading

THE TENDER

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules-

THE CONTRACT

Part C1: Contract Data

C1.1 Form of offer and acceptance

C1.2 Contract Data

C1.3 Forms of securities

Part C2: Pricing Data

C2.1 Scope of work

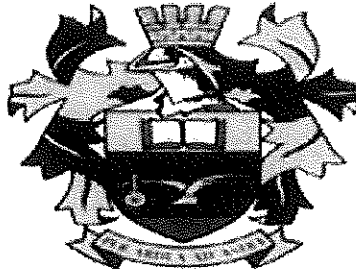
C2.2 Bills of quantities

Part C3: Scope of work

C3.2 Scope of Works

Part C4: Site Information

C4.1 Site Information



Bids are hereby invited from potential service providers for the **APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.**

Tender documents for the above project will be downloaded free on eTenders and the municipal website as from **04 September 2018** and can be collected at Dipaleseng Local Municipality: Supply Chain Management Unit at a non refundable price of R250.00

Duly completed bid documents and supporting documents, together with the bid document must be sealed in an envelope clearly marked: **“DLM 05/2018- APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY (WARD 01-06)”** and placed in the Tender box located at the reception of Municipal offices main entrance in Balfour, Cnr Johnny Mokoena and Themba Shozi street, Balfour, 2410. **Before 12h00 PM on the closing date 17 September 2018.**

A **compulsory** briefing will be held at Balfour Town Hall at Dipaleseng Municipal offices on the **07 of September 2018 at 11h00 am.**

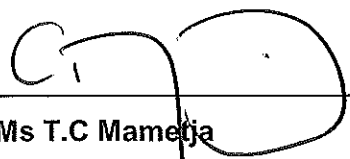
Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted or considered.

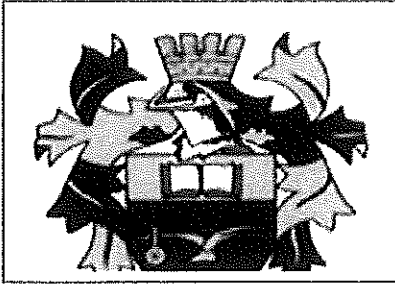
A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act, No 5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE status level of contribution.

The Dipaleseng Local Municipality does not bind itself to accept the lowest or any bid, or to disclose any reasons for their decision. The municipality further reserves the right to accept the whole or share the bid should it deem fit.

Bidders that are not satisfied with the bidding process or issues relating to them, must submit complains within 14 days after the closing date of this bid.

Procurement Enquiries	:	Ms Nonhlanhla Moela (017) 773 0055 / 071 282 9446
Technical Enquires	:	Mr Mohapi Mosese (017) 773 0055 / 082 652 9183
Employer	:	Ms T.C Mametja (Acting Municipal Manager) Dipaleseng Local Municipality Private Bag X1005 Balfour 2410


Ms T.C Mametja
Acting Municipal Manager



DIPALESENG LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
F.1.1	The employer is DIPALESENG LOCAL MUNICIPALITY
F.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
F.2.1	<p>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, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3EP class of construction work, are eligible to have their tenders evaluated.</p> <p>Contractor joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 3EP 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 3EP class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

F.2.7	A compulsory briefing meeting with representatives of the client will take place at the Balfour Town Hall at Dipaleseng Municipal Offices , Cnr Johnny Mokoena & Themba Shozi street, Balfour on 07 September 2018 starting at 11h00 AM
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
F.2.13.5 F.2.15.1	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Main entrance of the Dipaleseng Municipal Building Physical address: Cnr Johnny Mokoena and Themba Shozi street Identification details: Tender reference number, Title of Tender and the closing date and time of the tender
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 90 calendar days.
F.2.23	The tenderer is required to submit with his tender: <ul style="list-style-type: none"> • CIDB contractor grading designation of 3EP or higher (disqualifying factor) • Certified Copy of Engineer's ECSA Registration Certificate (disqualifying factor) • CSD summary report • Copy of Tax Clearance Certificate plus pin • Certified copy of B-BBEE Certificate • Mandatory Joint Venture Agreement between Contractor and Consultant • Joint venture agreement and power of attorney (disqualifying factor) • Municipal rates and taxes clearance from relevant local authority
F.3.11.5	The value of W_2 is 10. The score for financial offer is calculated using Formula 2 (Option 2) where W_1 is the percentage score given to financial offer and equals 100 minus W_2 . The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows: $W_C = W_3 \times (1 + (S - S_m) / S_m)$ Where W_3 is the number of tender evaluation points for quality and financial offer and equals: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000 S is the sum of score for quality and financial offer of the submission under consideration S_m is the sum of score for quality and financial offer of the submission scoring the highest number of points Up to 100 minus W_3 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

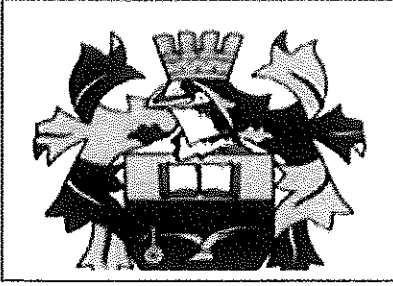
A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
3. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
4. The use of correction fluid (i.e. tippex) or any erasable ink, eg. Pencil.
5. Non-attendance of mandatory/compulsory briefing session
6. All Bid documents/pages has not been properly signed by a party having the authority to do so, according to the example of "Authority for Signatory"
7. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.
8. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
9. If bidder is not registered with Central Supplier Database at www.csd.gov.za
10. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
11. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
 - The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - who is in the service of the state, or;
 - if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
12. Failure to provide:
 - written proof of registration with the ECSA registration.
 - Proof of CIDB registration of grading 3EP or Higher
13. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
14. Bid offers will be rejected if the bidder has abused the CoM's Supply Chain Management System and failed to perform on any previous contract and has been given a written notice to this effect.
15. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
16. Mandatory Joint Venture Agreement between Contractor and Consultant, and power of attorney (disqualifying factor)
17. Form of offer not completed and signed by the authorised signatory.

F.3.17

The number of paper copies of the signed contract to be provided by the employer is one.



DIPALESENG LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

T.2.1 List of returnable documents

Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Certificate of Authority for Signature (Certified Identity Documents in the case of Sole Proprietor)
- Proposed Amendments, Qualifications and Alterations
- Schedule of Plant and Equipment
- Certificate of good standing with the Compensation Commissioner
- Contractor's proof of Registration with CIDB
- Copy of the Contractor's Tax Clearance Certificate
- Contractor's Financial Standing
- Copy of Engineer's ECSA Registration Certificate
- MBD 4: Declaration of Interest
- MBD 6.1: Preference Points Claim form in Terms of The Preferential Procurement Regulations 2011
- MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- MBD 9: Certificate of Independent Bid Determination

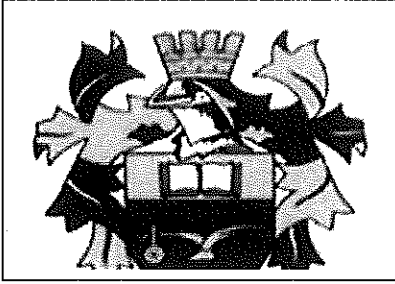
Other documents that will be incorporated into the contract

- Execution Programme
- Contractors Health and Safety Declaration
- Pro-forma Notification in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2003

C1.1 Offer portion of Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

C2.2 Bill of quantities (As per the attachment by the bidder)



DIPALESANG LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESANG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

Record of Addenda to tender documents

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

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

Attach additional pages if more space is required.

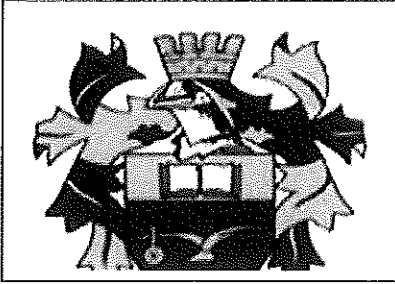
Signed

Date

Name

Position

Tenderer



DIPALESENG LOCAL MUNICIPALITY

BID DLM: 05/2018

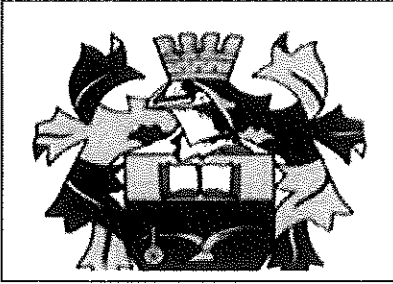
APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner CIDB registration no		Signature..... Name Designation
CIDB registration no		Signature..... Name Designation
CIDB registration no		Signature..... Name Designation



DIPALESENG LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Tenderers must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause or item	Proposal

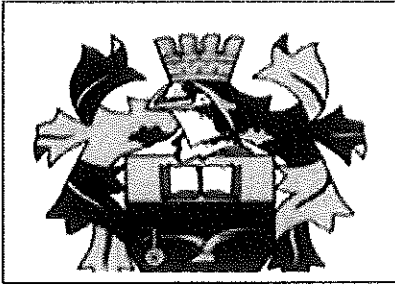
Signed

Date

Name

Position

Tenderer



DIPALESANG LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESANG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

Certificate of 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, and **attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,chairperson of the Board of Directors ofhereby confirm that by resolution of the Board (copy attached) taken on.....20.....Mr/Msacting

in the capacity of was authorised to sign all documents in connection with the tender for Contract Noand any contract resulting from it, on behalf of the company.

Chairman:

As Witnesses: 1.

2.

Date:

(ii) CERTIFICATE FOR CLOSE CORPORATION

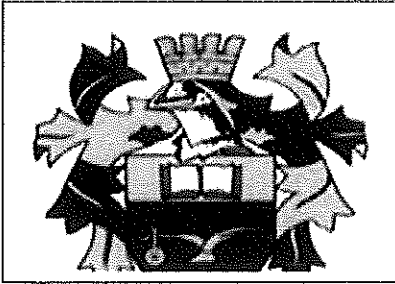
We, the undersigned, being the key members in the business trading as

.....hereby authorise Mr/Ms.....

acting in the capacity ofto sign all documents in connection with the tender for Contract Noand 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 members upon whom rests the direction of the affairs of the Close Corporation as a whole.



DIPALESENG LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

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.

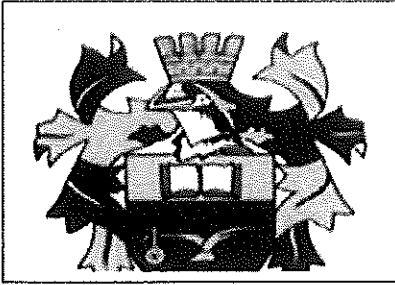
Attach additional pages if more space is required.

(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 _____



APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

Evaluation of Bid offers

Step 1

Bidders will firstly be evaluated on their responsiveness as follows:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If a tax clearance certificate or copy thereof (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e only lump sums provided.
4. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, eg. pencil.
6. Non-attendance of mandatory/compulsory briefing session
7. The Bid has not been properly signed by a party having the authority to do so, according to the example of "Authority for Signatory"
8. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.
9. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
10. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
11. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
12. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - a) who is in the service of the state, or;
 - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.

13. Failure to provide:

- a) written proof of registration with the ECSA registration
Proof of CIDB registration of grading 3EP or Higher.

14. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

15. Bid offers will be rejected if the bidder has abused the CoM's Supply Chain Management System.

16. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.

17. Form of offer not completed and signed by the authorised signatory.

Step 2

The following is the criteria that the Bidders will be evaluated for Functionality:

According to the MFMA Circular No. 53 of the Municipal Finance Act No. 56 of 2003, Bidders will also be evaluated on Functionality. The minimum Score for functionality is 70%, 70 points out of 100.

Table 1: Experience of Firm/s

Note: Proof of experience should be compiled in the form of the table indicated Section 4.2 of this document. Please attach copies of certified (Not more than 3 Months) appointments Letters and Completion Certificates i.e from your firm or contractors who completed the works under your supervision. Failure to provide both appointment letters/work order plus completion certificate, will results in zero points.

Similar projects means Electrical construction projects that involves:

- i. Construction and installation of Highmasts
- ii. Electrification Project
- iii. Upgrading or Construction of substation

Evaluation Criteria	Minimum Required		Points obtainable	Points Claimed
1. Design & Project monitoring				
Design & Project monitoring	Completed similar Project of Construction value R 1 mil and above Project Description:		5	
Design & Project monitoring	Completed similar Project of Construction value R 1 mil and above Project Description:		5	
Design & Project monitoring	Completed similar Project of Construction value R 1 mil and above Project Description:		5	
Sub Total			15	
2. Construction Work				
Construction	Completed similar Project of value R 2 mil and above Project Description:		6	

Construction	Completed similar Project of value R 2 mil and above Project Description:		6	
Construction	Completed similar Project of value R 2 mil and above Project Description:		6	
Sub Total			18	
Sub-Total			33	

Evaluation Criteria	Minimum Required		Points obtainable	Points Claimed
Plant & equipment	Load & Transport Truck (min 10 Ton)		5	
	Min 40 ton crane		5	
	1 Ton LDV		5	
	TLB		4	
Sub-Total			19	

Table 2: Plant and Equipment

Note: Proof (E Natis) must be provided that equipment is owned by your company (full point) or Leased (half point). A special condition is that on appointment, it will be required that it must be proven that all the necessary technical equipment are available.

Table 3: Financial References & Method Statement

Evaluation Criteria	Evaluation Criteria		Points obtainable	Points Claimed
	Audited Financial Statements (Not older than 2 Financial Years). (Consultant)		2	
	Audited Financial Statements (Not older than 2 Financial Years). (Contractor)		2	
	Valid Professional indemnity (Min R 10,000,000). (Consultant)		5	
	Letter of intent for Guarantee. (Contractor)		4	
Sub-Total			13	

Table 1: Key Personnel

(Maximum Points obtainable 30)

Evaluation Criteria	Minimum Required		Points obtainable	Points Claimed
1. Project Engineer (Consultant)				
Name:				
Academic Qualifications (Note 1 & 2)	BSc (Hons), BEng (Hons), (Doctoral), DSc or PhD, MSc or MEng Degree in Electrical engineering or equivalent and above. Professional Engineer / Technologist (ECSA)		5	
	OR BTech, BEng, BSc, in Electrical Engineering or equivalent. Professional Engineer / Technologist (ECSA)		5	
Years of experience after qualification (Note 1)	1 – 5		2	
	or <5 – 8		4	
	or <8 upwards		5	
Sub Total			21	
2. Construction Site Supervisor (Contractor)				
Name:				
Years of experience after qualification (Note 1)	A maximum two page CV summarizing employment History and relevant work experience. (minimum of 5 years electrical work experience and installation of Highmasts). Must possess Certificate of Competency.		5	
Certified Certificate	Electrician with Wireman's Licence (Registered as an installation electrician).		4	
Certified Certificate	Certificate of Competency		5	
Sub Total			14	
Sub-Total			35	

Note 1: Academic Qualifications

Proof of academic qualifications in the form of certified copies of the original must be attached to the Team Leader/Engineer's CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Team Leader shall be in possession of at least a Bachelor's Degree in Electrical Engineering from any South African University or equivalent qualifications from a recognized Foreign University or Institution. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 2: Professional Registration

Proof of professional Registration with Engineering Council of South Africa (ECSA) in the form of certified copies must be attached to the Team Leader/Engineer's CV. The proposed Team Leader shall be registered as a Professional Engineer / Technologist. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

(5)

SUMMARY: COMPETENCE ACHIEVEMENT SCHEDULE

NOTICE TO TENDERERS: Service providers are required to score a minimum total points of 70% (70 Points out of 100) on functionality only, in order to be considered for further evaluation. Failure to score the minimum specified percentage for functionality will render the bid to be non- responsive.

DESCRIPTION	Table number	Maximum points to be allocated	Points claimed by Tenderer	Allocated points
Experience of Firm/s Experience of Firm/s	1	33		
Plant and Equipment	2	19		
Financial References	3	13		
Key Personnel	4	35		
TOTAL		100		

Step 3

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

Note: Combined B-BBEE status will be used.

Description		Maximum points to be allocated	Points claimed by tenderer	Allocated points
Price (80 points)	Price	80		
	Sub total	80		
B-BBEE status (20 points)	B-BBEE status level of contributor	20		
	Sub total	20		
TOTAL		100		

- 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

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**

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?

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**

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**

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.

3.14.1 If yes, furnish particulars:

.....

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

Full Name Identity Number State Employee Number

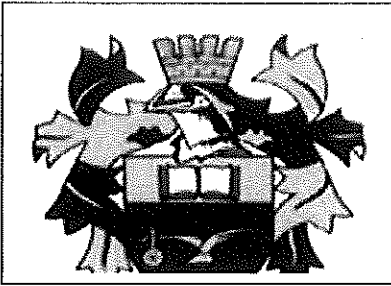
Full Name	Identity Number	State Number	Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



DIPALESENG LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

MDB 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value not exceeding R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point 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.

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“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;
- (d) **“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;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“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;
- (g) **“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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“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;
- (k) **“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;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“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;
- (p) **“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;
- (q) **“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;
- (r) **“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
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**

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

4. **POINTS AWARDED FOR PRICE**

4.1 **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

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

5. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 5.1 In terms of Regulation 5 (2) and 6 (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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

- 8.1 **30% of the contractual amount must be subcontracted specifically to local companies within Jurisdiction of Dipaleseng Local Municipality.**
- 8.2 **1% of the contractual amount must be for social responsibility.**

8.3 MUNICIPAL INFORMATION

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

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

8.5 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 –

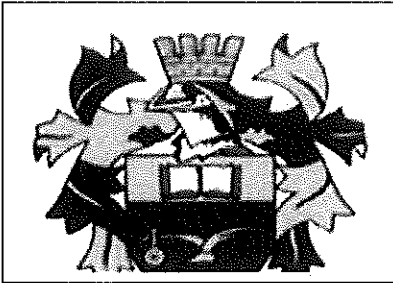
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (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.
- 2.

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

DATE:
ADDRESS



DIPALESENG LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

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>5 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>6 (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>7 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>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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 Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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.

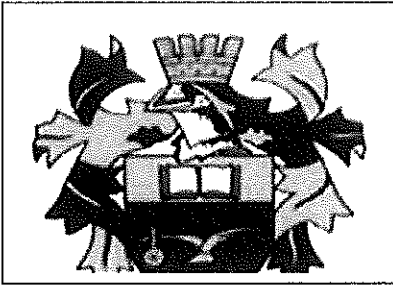
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



DIPALESING LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESING LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

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.

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.

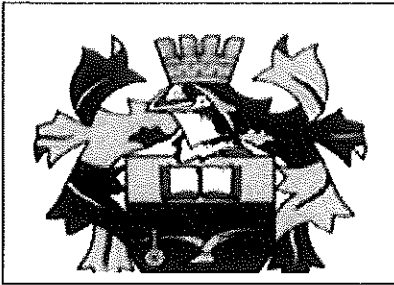
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms 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



DIPALESNG LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESNG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

C1.1 Form of Offer and Acceptance

FORM OF OFFER

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

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESNG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the service provider 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 Client by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender data, whereupon the Tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the Tenderer

(Name and
address of
organization)

Name and
signature

of witness

Date

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 Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Works Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

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

Signature(s)

Name(s)

Capacity

for the

Employer

(Insert name and address of organisation)

Name &
signature of
witness

Date

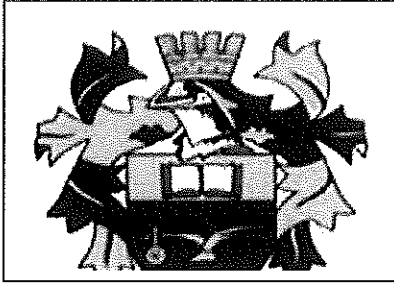
Schedule of Deviations

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

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

By the duly authorised representatives signing this agreement, the Employer and the Tenderer 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 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.



DIPALESENG LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

C.1.2 Contract Data

Part 1: Data Provided by The Employer

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 2015 Edition, , published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, 2015 Edition, are applicable to this Contract:

Clause	Data
1.1.1.13	The Defects Liability Period is 12 months.
1.1.1.15	The name of the Employer is Dipaleseng Local Municipality
1.1.1.26	The Pricing Strategy is Fixed Price Contract.
1.2.1.2	The address of the Employer is Dipaleseng Local Municipality Cnr Johnny Mokoena & Themba Shozi Street Balfour 2410
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days.
5.8.1	The non-working days are Sundays The special non-working days are: (1) Public holidays (2) The year-end break commencing on 15 December 2018 and ending on 03 January 2019

5.13.1	The penalty for failing to complete the Works is R 3.70 per R100.00
5.16.3	The defect period is 1 year
6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule on page 86 of GCC 2015, where.</p> <p>The value of "x" is 0,10</p> <p>The values of the co-efficient are:</p> <p>a = 0,25</p> <p>b = 0,30</p> <p>c = 0 35</p> <p>d = 0,10</p> <p>The indices for "L", "P", "M" and "F" are the following as published by Statistics South Africa:</p> <p>"L" is the "Labour Index" As published in the Statistical News Release P0141 Additional tables: Table 14 "CPI – all items, according to area" of Statistics South Africa.</p> <p>"P" is the "Contractors Equipment Index" as published in the Statistical News Release PO151, Table 4 – "Electrical Contracting Materials" of Statistics South Africa.</p> <p>"M" is the "Materials Index" published in the Statistical News Release PO151, Table 3 - "Electrical Engineering" of Statistics South Africa.</p> <p>"F" is the "Fuel Index" as published in Statistical News Release PO151, Table 4 of Statistics South Africa.</p> <p>The site is located in the Dipaleseng Local Municipality</p> <p>The base month is one month prior to the closing date of the tender.</p>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The limit of retention money is 10% to a maximum of 10% of the contract value.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R0.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 10% of the value of the works
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000.00.
10.5.3	The number of Adjudication Board Members to be appointed is as per Dipaleseng Local Municipality regulations.
10.7.1	The determination of disputes shall be by arbitration.

Part 2: Data provided by the Professional Service Provider

The Professional Service Provider is advised to read the *Standard Professional Services Contract (September 2005)* published by the Construction Industry Development Board (see www.cidb.org.za) in order to understand the implications of this Data which is required to be completed.

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

Clause	Data
1	<p>The Service Provider is.</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>Telephone: Facsimile:</p>
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>Address:</p> <p>.....</p> <p>Telephone: Facsimile:</p> <p>....</p>
1	<p>The Period of Performance is months.</p>

5.5

The Key Persons and their jobs / functions in relation to the services are:

7.1.2

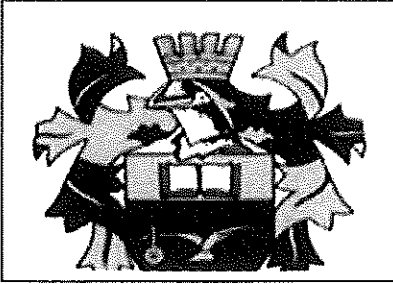
Name	Specific duties

Part 3: Data provided by the Contractor

The Contractor is advised to read the *General Conditions of Contract for Construction Works (2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

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

Clause	Data						
1.1.1.9	<p>The Contractor is.</p> <p>Name:</p> <p>The address of the Contractor is:</p>						
1.2.1.2	<p>The address of the Contractor is:</p> <p>Address (physical):</p> <p>Address (postal):</p> <p>Telephone: Facsimile:</p> <p>e-mail:</p>						
1.1.1.14	<p>The time for achieving Practical Completion is _____</p>						
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of security <i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i></th> <th>Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum.</td> <td></td> </tr> <tr> <td>Performance guarantee of 10 % of the Contract Sum.</td> <td></td> </tr> </tbody> </table>	Type of security <i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i>	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum.		Performance guarantee of 10 % of the Contract Sum.	
Type of security <i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i>	Contractor's choice. Indicate "Yes" or "No"						
Cash deposit of 10% of the Contract Sum.							
Performance guarantee of 10 % of the Contract Sum.							



DIPALESENG LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

C2.1: Pricing Data

1. The budget allocation for the 2018/19 financial must spent by end of June 2019.
2. The prospective bidder must produce and attach a Bill of Quantity as per the detailed designs by Engineer and it shall form part of the contract as per the tender document, and it must be recorded under the addenda provided in the tender document.
3. The Engineer shall prepare a Schedule of Activities and allocate a budget to each activity in the Schedule of Activities.
4. **The prospective tenderer shall take into consideration table 1 below together with detailed construction pricing as per the bidder's designing to be part of total bidding price.**
5. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
6. Payment will be based on the completion of activities and approval by DLM Technical officials, also provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
7. The budget allocated to each activity and the total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
8. The standard Professional Services, the Contract Data, the Specifications (including the Project Specifications shall be read in conjunction with the Schedule of Activities.)
9. The Schedule of Activities shall cover the Consulting Engineers and Contractors' profit and costs of general liabilities and includes costs of all services.
10. The amounts and rates to be inserted in the Schedule of Activities shall be the full inclusive amounts to the Client for the work described under the several referred to payment items. Such amounts shall cover all the costs and expenses that may be required in and for the professional services described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities, insurance and obligations set forth or implied in the documents on which the Bid is based.

11. For the purposes of this Schedule of Activities, the following words shall have the meaning hereby assigned to them:

Unit :	The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
Quantity:	the number of units of work.
Rate:	The payment per unit of work/provision of services at which the Bidder bids to the work.
Amount:	the quantity of an item multiplied by the Bidded rate of the (same) item.
Sum:	An amount Bidded for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum:	Successful service provider shall confirm with Client upon appointment prior construction on written instruction of the client.
Contingency Sum:	A contingency sum of 10% of the cost of the Works shall be allowed for by the bidder to be spent on written instruction of the client.

C2.2: Bills of Quantities

NOTE: The prospective tenderer shall take into consideration table 1 below together with detailed construction pricing as per the bidder's designing to be part of total bidding price.

BID No. DLM 05/2018: APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

The following is a schedule that takes note of the prices that the BIDDER is offering to render professional services required.

Table 1 – Project Fees

Project Number	DLM : 05/2018			
Project Description / Name	APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.			
The Engineering Council of South Africa has, under Section 34(2) of the Engineering Profession Act, 2000 (Act No. 46 of 2000) provides this guideline for determining the services to be provided on projects and to facilitate estimations of appropriate fees that could be used in negotiations between Clients and Consulting Engineers.				
Professional fees for normal professional services in terms of the above Act.				
***Attached to this page the detail breakdown for the calculation of the Fee percentage below (B)				
1	TOTAL ELECTRICAL PROFESSIONAL FEES (C)			
	Description	Total Professional Fees (C)	Unit (%)	Sub Total
1.1	Inception	(C) R	5%	R
1.2	Concept and Viability	(C) R	15%	R

1.3	Design Development, Documentation & Procurement	(C) R		40%	R
1.4	Contract Administration and Inspection	(C) R		35%	R
1.5	Close-Out	(C) R		5%	R
2	RECOVERABLE & EXPENSES: Allowance for recoverable expenses for additional services & Disbursements: include the following key items but will not be limited to:				
	Description	Quantity	Unit	Rate	Sub Total
2.1	Traveling Expenses	1	Sum	N/A	R
2.2	Travelling expenses for travelling within DLM boundaries only.	1	Km	R	Rates only
3	OTHER EXPENSES:				
	Description	Quantity	Unit	Rate	Sub Total
3.1	Construction Monitoring & Supervision Costs for level 2 supervision	12	Months	R	R
3.2	Provision for CLO	12	Months	R 5 000.00	R 60 000.00
3.3	Provision for Safety Rep	12	Months	R 4 000.00	R 48 000.00
3.4	Provision for First Aider	12	Months	R 3 500.00	R 42 000.00
3.5	Provision for Learner Electrician.	12	Months	R 6 500.00	R 78 000.00
3.6	Time based only related for item 2.1 above.	1	Rates only /Hour	R	R
4	Sub-Total				R
5	10% Contingency Amount				R
6	10% Retention				R
7	Sub-Total				R
8	Add 15% VAT				R
	Total Professional Fees (Including VAT) amount carried forward to Table 4 below.				R

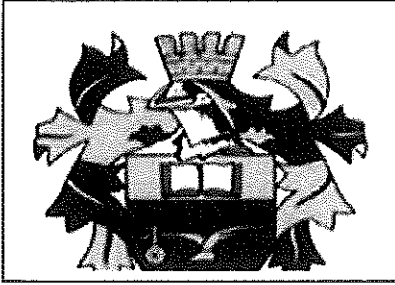
Table 2: BoQ SUMMARY

Item No.	Fee Description	Total
1	Professional Fees from table 1 (Incl. 15% Vat)	R
2	Construction Fees (Incl. 15% Vat)	R
Total (Incl. Vat) Carried Forward to Form of Offer		R

Notes: Pricing Instructions

- (a) The prospective tenderer shall take into consideration table 1 above together with detailed construction pricing as per the bidder's designing to be part of total bidding price.
- (b) All specialist service providers shall be approved by Council prior to appointment.
- (c) All activities must be invoiced on a monthly basis.
- (d) The prospective bidder must produce and attach a Bill of Quantity as part of tender document upon submission, as per the detailed designs by Engineer and it shall form part of the contract as per the tender document, and it must be recorded under the addenda provided in the tender document.

- (e) Recoverable expenses will only be claimable according to valid invoices. Payment will be based on the actual hours spent and km travelled on such activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
- (f) The budget allocated to each activity and the total of prices for the activities shall not be exceeded without the written consent of the Employer.
- (g) The bidder shall offer supporting documentation to the Municipality to justify any price adjustment that might be required. The successful bidder shall be responsible to contact the client to ensure that any price adjustment requests are requested and implemented accordingly.



DIPALESENG LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

C3: SCOPE OF WORK

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

The scope of work for the project will be construction and complete installation of 12 Highmast Lights.

The extent of the works is summarized below and not limited to:

1.1. DESIGN

- Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.
- Surveying & Mapping
- Geotech for footings
- Outline specifications
- Designing the control circuit and earthing system.

1.2. CONSTRUCTION

- Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.
- Schedule of predicted cash flow
- Contract instructions
- Financial control reports
- Valuation for payment certificates
- Progressive and draft finale account (s)
- Practical completion and defects list
- Submit EPWP monthly report to Project Manager
- Submit monthly progress reports to Project Manager
- Excavation for footings
- Construction of the Highmast Plinths/base.

1.3. INSTALLATION

- Erection of Highmasts with one common operating winch for all.
- Installation of complete control circuit.
- Installation of earthing system.
- Installation of LED fittings.

1.4. TESTING AND COMMISSIONING

- Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.
- Certificate of Completion
- Hand Over Certificate
- Testing the operation of Highmasts.
- Testing the earthing system.
- Testing the strength of the concrete (plinths/base).
- Commissioning of all Highmasts.
- Project close-out

DESCRIPTION OF THE WORKS FOR CONTRACTOR

Employer's objectives

The employer's objectives are to deliver public lighting infrastructure using labour intensive methods. Part of the construction works on site will require labour intensive methods e.g. excavations, trenching, footings construction, installation of supply cables and backfilling.

Overview of the works

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand*, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

Extent of the works

The Contractor shall provide all Plant and Materials Equipment and labour for the whole of the works, which includes:

Temporary work

Clear the right of way and campsites, in order to erect the necessary site offices, own accommodation facilities, sanitary units, bulk water containers, site store, etc.

The works also include the clean up of site camp and site store, as well as transportation of excess material not used, back to the stores at the completion of the contract.

Outage Requests

A schedule for an outage when required will be done as directed by the Engineer.

Restrictions in Providing the Works

The Contractor shall treat residents in a courteous, friendly and polite manner and keep them informed of changes to the required access.

The Contractor shall foster close relationships with recognized community structures.

The Contractor shall ensure that staff other than key Contractor-staff is employed from the local community.

Definition of Completion

The works shall be completed in accordance with the specifications in all respect and taken-over by the Employer. The cleaning of the site and breaking of camp shall be done within 1 week after Completion.

Project Steering Committee

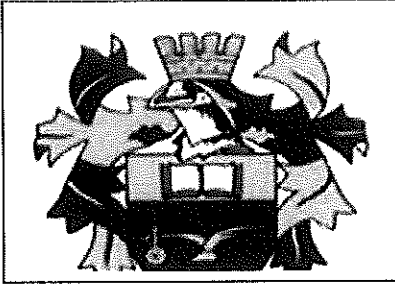
A Project Steering Committee will be constituted by Municipal Project Management Unit and other relevant stakeholders including contractor and engineer. The CLO will assist the engineer and contractor with all liaison required with the community and labour force.

Material & Equipment Specifications

General

The contractor shall perform his/her construction work as per the engineer's designs and specifications. The Contractor's obligations under the Contract comprise the construction and completion of the Works.

The provision of all labour, materials, construction plant, temporary works and everything, whether of a temporary or permanent nature required in and for such construction and completion so far as the necessity for providing the same is specified in or reasonably to be inferred in the Contract.



DIPALESENG LOCAL MUNICIPALITY

BID DLM: 05/2018

APPOINTMENT OF SERVICE PROVIDER ON A TURN-KEY PROJECT FOR CONSTRUCTION AND INSTALLATION OF 12 HIGHMAST LIGHTS IN DIPALESENG LOCAL MUNICIPALITY FOR A PERIOD OF ONE YEAR.

C4: Site information

GENERAL

This section describes the site at the time of the tender in order to enable the tenderer to price his tender accordingly and to decide upon his method of working, programming and risks.

The tenderer shall inform him / herself on the nature of the site and inspect the site.

The Employer will consider a tender only if the tenderer are:

- Be suitably qualified to comprehend the implications of the work involved, and
- Be the tenderer him/herself or a person in the direct employ of the tenderer

SITE LOCATION

The project is at various wards within Dipaleseng Local Municipality jurisdiction (ward 1, 2, 3, 4, 5 and 6)

EXISTING SERVICES, SERVITUDES AND WAY LEAVES

It is the responsibility of the contractor to identify all the existing services that could be affected and arrange accordingly with relevant Municipality department, client and/or other affected stakeholders.

The contractor shall be deemed responsible for any damages caused/arise as a results of construction work.

SECURITY

The security of the Contractor's plant, employers, materials and site camp will be the Contractor's responsibility.

NATURE OF GROUND AND SUBSOIL CONDITIONS

The site is very rocky and use of machinery during project construction are anticipated.

The Contractor shall familiarize himself with the conditions on site.