



REQUEST FOR QUOTATION / RFQ: MUT 468/2024

Appointment of a Suitably Qualified & Experienced 4EB/EP (or Higher) for the Maintenance and repairs of MV and LV Switchgear, Transformers, and UPS systems as well as Emergency Maintenance Services MUT Wide: Contract Period of 3 years.

Business Unit: Maintenance – Electrical Unit	RFQ Number: RFQ MUT 468/2024
End-user: (Technical Enquiries): Mr Silindile Mchunu mchunu.silindile@mut.ac.za	Procurement Buyer (SCM Enquiries): Ms Nosipho Mzimela 031 819 9535 & procurement5@mut.ac.za
Briefing Session:	N/A
Closing date: 17 July 2024 Time: 11h00	Submit this RFQ via e-mail (ONLY), to: procurement5@mut.ac.za & state RFQ MUT 468/2024 in the e-mail subject line.
RFQ Validity Period: 90-days	Payment Terms: 30 days in arrears after receipt of a valid tax invoice.
NB: Clarification questions to be directed by e-mail to both the MUT End-user and Buyer (ONLY).	

Bidder's Information:

▪ Bidder's Name:	
▪ Contact Number:	
▪ Name and Surname of Authorized Person:	
▪ E-mail:	
▪ Company Registration Number:	

1. RFQ TERMS OF REFERENCE:

1. Bidders must submit all necessary documents and complete all forms and questionnaires contained in this RFQ in full. MUT applies the two-stage process of evaluating tenders, namely functionality and price/B-BBEE component.
2. Pricing: do not show separately.
3. Bidders responding to this quotation are deemed to do so, on the basis that they acknowledge and accept all Terms of Reference of this quotation.
4. The 90-day validity period may not be extended unless otherwise stated by the bidder.
5. Incomplete or late submissions will not be evaluated.
6. Return quotations to the email address provided herein before closing date and time.

Instruction:

The bidder's information block must be filled out in full, signed by authorized personnel adhering to the closing date. The supplier must carefully read the instructions and the terms of reference of this document. Failure to adhere to these instructions and terms of reference may result in the disqualification of the submission.

WHAT IS MUT LOOKING FOR?

The MUT Maintenance Department seeks to appoint one Suitably Qualified and Experienced 4EB/EP (or Higher), MV and LV Switchgear and Transformer Maintenance and Repairs Contractor for the Provision of Ad-hoc, Routine, Risk- and Condition-Based, Planned Preventative Maintenance as well as Emergency Maintenance Services across MUT's three campuses for a contract period of 3 years.

Specification:

Reference is made to the "Mandatory Criteria", "Functionality Criteria", "Pricing Schedule" and "B-BBE Criteria" pertaining the procurement of performance driven ad-hoc, routine, Planned Preventative Maintenance (PPM), risk and condition based as well as emergency MV and LV Switchgear, Transformer Maintenance and repairs services for a

contract period of 3 years. The CIDB Act 38 of 2000 refers in respect of tender thresholds for 4EB/EP (or higher) graded contractors (R6M)

Scope of Work:

The work requirements will, generally include the following Servicing and repairs to::

- MV (up to 11 000 volts) indoor switchgear, OCB's, VCB's and GCB's.
- Capacitor Banks
- MV cable jointing and termination
- MV/LV cable tracing
- Miniature substations servicing and repairs (up to 500 kVA).
- 11 000/400 volts Distribution Transformers up to a 1000kVA
- UPS systems
- LV Switchgear Pressure testing
- Fault finding and repairs to MV network
- MV Switching

2 REPLACEMENT OF DAMAGED COMPONENTS OR EQUIPMENT

- MUT will only accept MV spares that are SABS approved
- For any components not included in the pricing schedule requested by the duly authorised MUT official, the Contractor must provide the required components needed to complete the work subject to MUT approval of the components quotation.
- MUT allows the successful bidder up to 15% mark-up on the aforementioned components, however MUT reserves the right to advertise and procure as the per SCM policies.

3 SWITCHING OF SUPPLIES

MUT is a live site with teaching and learning activities occurring daily, Switching off Power might not be possible during normal working hours, therefore **the contactor might have to do most work on Weekends, after hours or during recess period.**

All switching of HV, MV and LV supplies shall be arranged in advance with the Electrical maintenance unit and upon approval thereof.

The Contractor shall establish the department's requirements regarding advance notice, permits to work, etc. at the start of any work requiring the supply to be switched-off

4. SITE STAFF

The Contractor shall have a competent person / supervisor on site at all times to oversee the execution of the work required under this contract. This person shall be

familiar and have undergone the necessary training to meet all the health and safety requirements stipulated in the Occupational Health and Safety Act (OHS Act) and where relevant to meet environmental procedures and the requirements of MUT.

The person in charge will also ensure that the necessary quality control is applied.

5. SITE FACILITIES

The Contractor shall be responsible for negotiating with the Employer to obtain a location for erection of his/her site office and storage yard if required. The Contractor shall also arrange for the supply of water, electricity and telephone services to this site at his/her own cost.

6. HEALTH AND SAFETY

The Contractor and all sub-contractors used by the Contractor are required to adhere to the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and includes the Construction Regulations (2003), as amended.

7. GUARANTEE

The Contractor shall guarantee to the Employer the material, equipment and workmanship delivered by him/her for at least a period of 6 months. The guarantee must be valid for a period starting on the date when the Works or portion thereof are accepted by the MUT's Authorised official as complete and in working condition.

The complete installation must be guaranteed against defects as a result of patent and latent defects of the design and equipment, save design defects made or specified by the MUT's Authorised official, as well as against faulty materials and workmanship. Fair wear and tear is excluded from the guarantee. The guarantee must provide that all material, equipment, parts, spares and appurtenances that become defective during the guarantee period be replaced free of charge of any nature to the Employer or Engineer.

The costs of labour and transportation required to replace such part of a defective installation shall be borne by the Contractor and shall be included in his guarantee. The Contractor shall cede to the Employer the remainder of any guarantee which he has received from his Suppliers and which extends beyond the period mentioned herein.

If it becomes necessary for the Contractor to replace or remove any defective portions of the Works under this condition, the provisions thereof shall apply to the portions so renewed or replaced until the expiry of the guarantee from the date of

such replacement or renewal. In the event of any defects occurring or being discovered in or to the Works within the guarantee period as previously mentioned, the guarantee shall continue until the defects have been made good to the satisfaction of the MUT's Authorised official.

Legend:

- EB = Electrical Engineering Works – Building
- EP = Electrical Engineering Works - Infrastructure
- CIDB = Construction Industry Development Board
- OPEX = Operating Expenditure
- CAPEX = Capital Expenditure
- OH&S Act = Occupational Health and Safety Act 85 of 1993
- OSHERQ = Occupational, Safety, Health, Environmental, Risk and Quality [Management]

Compliance Management:

Applicable Laws and Regulations:

The successful service provider must adhere to the following legislation but this does not exclude any other legislation that may be relevant to this bid.

STANDARDS

The following SANS, NRS, BS, etc. Standards shall apply:

ELECTRICAL SUPPLY AND PHASE ROTATION

SANS 1019 Standard voltages, currents and insulation levels for electricity supply
SANS 1816 Electricity supply - Quality of supply: Power quality instruments
NRS 048 Quality of supply

EARTHING AND BONDING

SANS 10142: The wiring of premises (Part 1) Low voltage installations
SANS 10200: Neutral earthing in medium voltage industrial power systems
SANS 10292: Earthing of low-voltage (LV) distribution systems
NRS 076: Earthing of distribution substations with nominal voltages up to and including 132 kV.

MV SWITCHGEAR AND SUBSTATIONS

SANS 1652: Battery Chargers – Industrial Type
DSP 34-1157 (Eskom Specification):11kV and 22kV Withdrawable Pattern Air-Insulated Indoor Primary Switchgear

MV AND LV CABLE JOINTS AND TERMINATIONS

SANS 808: Cable glands for use on flameproof enclosures (Ex d)

SANS 10198-9: The selection, handling and installation of electric power cables of rating not exceeding 33 kV.
 SANS 1213: Mechanical cable glands
 SANS 1803:Lugs and ferrules for insulated electric cables
 NRS 053: Accessories for medium-voltage power cables (3,8/6,6 kV to 19/33 kV)

MV AND LV CABLE TESTING

SANS 97: Electric cables - Impregnated paper-insulated metal-sheathed cables for rated voltages 3,3/3,3 kV to 19/33 kV (excluding pressure assisted cables)
 SANS 10198-13: The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 13: Testing, commissioning and fault location.

THE BIDDER:

STAGE 1: MANDATORY EVALUATION CRITERIA	
<p>PLEASE NOTE:</p> <ul style="list-style-type: none"> ▪ Failure to submit and meet the mandatory evaluation criteria in full will lead to disqualification. ▪ The successful CIDB graded 4EB/EP (or higher) bidder will be required to submit a contract specific and comprehensive OSHER File (for MUT's approval) within 5 workdays of receiving a letter of award for this contract, prior to any work being carried out. 	
<p>The below valid and verifiable documents are required:</p> <ul style="list-style-type: none"> ▪ Bid Document - All pages must be completed and signed where signature is applicable by the Bidder ▪ Completed Pricing Schedule ▪ Company Registration Documents / CIPC Certificate ▪ SARS Tax Pin ▪ Certified ID Copies of all Company Directors ▪ Board/Directors Resolution or Proxy (If not Sole Proprietor) ▪ Proof of Bank Account. ▪ Public liability cover to the value of R2 000 000.00. ▪ 4EB/EP (or higher) CIDB grade certificates ONLY. 	

The following tables set out the evaluation and scoring matrix for the functionality criteria, for each outsourced resource.

NB: The bidder must submit comprehensive CVs (further to filling in – in full, the abridged CV forms below), Certified / Verifiable Membership and Professional Registration Certificates as well as all Certified / Verifiable Relevant Qualifications of all key personnel that will be assigned to this contract.

THE BIDDER & THEIR CONTRACT RESOURCES:

STAGE 2: FUNCTIONALITY EVALUATION CRITERIA	SCORING
<p>PLEASE NOTE:</p> <ul style="list-style-type: none"> ▪ Failure to submit and meet: <ul style="list-style-type: none"> - The functionality evaluation criteria's <u>mandatory</u> requirements will lead to the disqualification of the bidder. - The functionality evaluation criteria's conditional criteria will lead to zero points being awarded to the bidder. Minimum qualifying points is 24 points of the total 39 points score card. ▪ The bidder must fill in (in full) and submit the <u>mandatory</u> abridged CV forms below for all their contract resources. This includes the bidder's Company Profile. Furthermore, <ul style="list-style-type: none"> - Certified / Verifiable Membership and Professional Registration Certificates as well as all Certified / Verifiable Relevant Qualifications of all key contract personnel that will be assigned to this contract must be submitted. This is <u>mandatory</u>. - Any additional information that may assist MUT to further assess the bidder's technical and service delivery capacity for this specialized contract will be advantageous. 	
<p><u>Mandatory Qualification/s (1 x HV/MV Technician/Specialist):</u> The following clear and certified copies are required for this resource:</p> <ul style="list-style-type: none"> ▪ RSA ID ▪ National Diploma, or (National Technical Diploma/N6) with Trade Test. ▪ ECSA registration <p><u>Mandatory Experience (1 x Specialist HV/MV Technician/Specialist):</u> The following verifiable experience is required for this resource:</p> <ul style="list-style-type: none"> ▪ 5+ years' service experience in the maintenance of MV/ LV switchgears, Transformers, and repairs to MV network ▪ 3+ years' service experience in the maintenance of MV/ LV switchgears, Transformers, and repairs to MV network ▪ 1+ years' service experience in the maintenance of MV/ LV switchgears, Transformers, and repairs to MV network ▪ Less than 1 year service experience in the maintenance of MV/ LV switchgears, Transformers, and repairs to MV network 	<p>1 Point 1 Point 1 Point</p> <p>3 Points 2 Points 1 Point 0 Point</p>
<p><u>Mandatory Qualification/s (Field Technician):</u> The following clear and certified copies are required for this resource:</p> <ul style="list-style-type: none"> ▪ RSA ID ▪ National Diploma, or (National Technical Diploma/N6) <p><u>Mandatory Experience (Field Technician):</u> The following verifiable experience is required for this resource:</p>	<p>1 Point 1 Point</p>

<ul style="list-style-type: none"> ▪ 5+ years' service experience pertaining to the maintenance of MV/ LV switchgears, Transformers, and repairs to MV network ▪ 3+ years' service experience pertaining to the maintenance of MV/ LV switchgears, Transformers, and repairs to MV network ▪ 1+ years' service experience pertaining to the maintenance of MV/ LV switchgears, Transformers, and repairs to MV network ▪ Less than 1 year service experience pertaining to the maintenance of MV/ LV switchgears, Transformers, and repairs to MV network 	<p>3 Points</p> <p>2 Points</p> <p>1 Point</p> <p>0 Point</p>
<p><u>Mandatory Qualification/s (Electrical Artisan):</u> The following clear and certified copies are required for each of the 4 resources:</p> <ul style="list-style-type: none"> ▪ RSA ID ▪ Electrical Trade Test Certificates ▪ Wiremans License ▪ MV/LV cable repair Training ▪ 11Kv Valid Switching Permit <p><u>Mandatory Experience (Artisan):</u> The following verifiable experience is required for each of the Electrical Artisan:</p> <ul style="list-style-type: none"> ▪ 5+ years' service experience pertaining to the maintenance of MV/ LV switchgears, Transformers, and repairs to MV network ▪ 3+ years' service experience pertaining to the maintenance of MV/ LV switchgears, Transformers, and repairs to MV network ▪ 1+ years' service experience pertaining to the maintenance of MV/ LV switchgears, Transformers, and repairs to MV network ▪ Less than 1 year service experience pertaining to the maintenance of MV/ LV switchgears, Transformers, and repairs to MV network 	<p>1 Point</p> <p>1 Point</p> <p>1 Point</p> <p>1 Point</p> <p>1 Point</p> <p>3 Points</p> <p>2 Points</p> <p>1 Point</p> <p>0 Point</p>
<p><u>Mandatory Qualification/s (1 x Health and Safety Compliance Management Officer):</u> The following clear and certified copies are required for this resource:</p> <ul style="list-style-type: none"> ▪ RSA ID ▪ Relevant accredited diploma / degree 	<p>1 Point</p> <p>1 Point</p>

<p><u>Mandatory Experience (1 x Health & Safety Compliance Management Officer):</u> The following verifiable experience is required for this resource:</p> <ul style="list-style-type: none"> ▪ 5+ years' OSHERQ compliance management service experience on contracts / projects pertaining to the installation and maintenance of MV/LV Switchgears and Transformers. ▪ 3+ years' OSHERQ compliance management service experience on contracts / projects pertaining to the installation and maintenance of MV/LV Switchgears and Transformers . ▪ 1+ year's OSHERQ compliance management service experience on contracts / projects pertaining to the installation and maintenance of MV/LV Switchgears and Transformers . ▪ Less than year OSHERQ compliance management service experience on contracts / projects pertaining to the installation and maintenance of MV/LV Switchgears and Transformers . 	<p>3 Point</p> <p>2 Point</p> <p>1 Point</p> <p>0 Point</p>
<p>Bidders Plant and tools:</p>	
<p>Proof of ownership/valid lease agreement signed by both parties, proof of ownership by rental company of the following plant and equipment is required.</p> <ul style="list-style-type: none"> ▪ VLF test equipment ▪ MV Pressure test equipment ▪ Cable identification and spiking kit ▪ Underground cable tracing kit ▪ Infra-red Scanning kit ▪ Transformer test equipment ▪ Current transformer test kit ▪ Circuit breaker test equipment <p><u>To ensure compliance to OH&S Act 85 of 93, the above Test equipment should have valid Calibration certificates attached, failure will results in No points being allocated.</u></p>	<p>1 Point</p> <p>1 Point</p> <p>1 Point</p> <p>1 Point</p> <p>1 Point</p> <p>1 Point</p> <p>1 Point</p> <p>1 Point</p>
<p>Bidder's Geographical Location (Business Premises):</p>	
<ul style="list-style-type: none"> • Umlazi 	<p>4 Points</p>

<ul style="list-style-type: none"> ▪ eThekweni Municipality 	3 Points
<ul style="list-style-type: none"> ▪ KZN Province 	2 Points
<ul style="list-style-type: none"> ▪ Outside of the KZN Province 	1 Point
<p>PLEASE NOTE:</p> <ul style="list-style-type: none"> ▪ Failure to submit proof of business address in the prescribed format as indicated will lead to zero points being awarded to the bidder for this evaluation criteria, i.e.: <ul style="list-style-type: none"> - Municipal bill not older than 3 months. - Title deed of property. - Copy of a Lease agreement. - Affidavit confirming proof of address. 	
Bidder's Experience:	
<ul style="list-style-type: none"> ▪ 3 client reference letters for completed MV/LV, Transformer Maintenance and repairs/ projects valuing R6M (as per the CIDB Works Capability criteria for 4EB/EP graded contractors) 	3 Points
<ul style="list-style-type: none"> ▪ 2 client reference letters for completed MV/LV, Transformer Maintenance and repairs/ projects valuing R6M (as per the CIDB Works Capability criteria for 4EB/EP graded contractors) 	2 Points
<ul style="list-style-type: none"> ▪ 1 client reference letters for completed MV/LV, Transformer Maintenance and repairs/ projects valuing R6M (as per the CIDB Works Capability criteria for 4EB/EP graded contractors) 	1 Point
<ul style="list-style-type: none"> • 0 client reference letters for completed MV/LV, Transformer Maintenance and repairs/ projects valuing R6M (as per the CIDB Works Capability criteria for 4EB/EP graded contractors) 	0 Point
<p>PLEASE NOTE:</p> <ul style="list-style-type: none"> ▪ Failure to submit clients' reference letters as proof of equivalent service duration and value for each client stated on the Company Profile Template will lead to zero points being awarded to the bidder for this evaluation criteria. <ul style="list-style-type: none"> - Signed reference letters (on letterheads of the organizations, with contactable personnel) of contracts / projects similar to this MV/LV maintenance and repairs contract's scope of work and nature must be provided. This is <u>mandatory</u>, therefore bidders that don't submit any client reference letter will be disqualified. - Letters of Agreement / Award, Purchase Orders and existing MV/LV maintenance and repairs service contracts that haven't exceeded the 1/2/3-year duration of the required service experiences may not replace the relevant and required bidder's experience for these reference letters. 	

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| - Bidders are encouraged to submit their full company profiles as well for additional information that may assist MUT to further assess their capacities. |
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GRAND-TOTAL: FUNCTIONALITY EVALUATION CRITERIA

Out of 39 Points

PLEASE NOTE:

- The functionality criterion aims to assess the capability of the bidder to plan, execute and deliver upon this specialized MV/LV maintenance and repairs services contract's expectations.
- Bidders must obtain a minimum percentage score of 24 out of the 39 total points, for the functionality criterion to progress to the next stage (Stage 3: Pricing) of this RFQ's evaluation process.
 - Reference is made to Mandatory v/s Conditional v/s Advantageous Criteria for the Functionality Stage.

CV TEMPLATE: SPECIALIST TECHNICIAN (x1)

▪ Full Name:		▪ Nationality:			
▪ Gender:		▪ ID No.:			
Formal Qualifications:					
Qualification/s	Name of Institution/s			Year Obtained	
Name of Employer (1):	Full Time:	Yes		No	
Current/Recent Position:	Years of Experience:				
Name of Employer (2):	Full Time:	Yes		No	
Previous Position:	Years of Experience:				
Name of Employer (3):	Full Time:	Yes		No	
Previous Position:	Years of Experience:				
Name of Employer (4):	Full Time:	Yes		No	
Previous Position:	Years of Experience:				
Specific Experience Record Pertinent to this MV/LV Contract:					

CV TEMPLATE:Technician (x1)

▪ Full Name:		▪ Nationality:			
▪ Gender:		▪ ID No.:			
Formal Qualifications:					
Qualification/s	Name of Institution/s			Year Obtained	
Name of Employer (1):	Full Time:	Yes		No	
Current/Recent Position:	Years of Experience:				
Name of Employer (2):	Full Time:	Yes		No	
Previous Position:	Years of Experience:				
Name of Employer (3):	Full Time:	Yes		No	
Previous Position:	Years of Experience:				
Name of Employer (4):	Full Time:	Yes		No	
Previous Position:	Years of Experience:				
Specific Experience Record Pertinent to this MV/LV Contract:					

CV TEMPLATE: ARTISAN

▪ Full Name:		▪ Nationality:			
▪ Gender:		▪ Age:			
Formal Qualifications:					
Qualification/s	Name of Institution/s			Year Obtained	
Name of Employer (1):	Full Time:	Yes		No	
Current/Recent Position:	Years of Experience:				
Name of Employer (2):	Full Time:	Yes		No	
Previous Position:	Years of Experience:				
Name of Employer (3):	Full Time:	Yes		No	
Previous Position:	Years of Experience:				
Name of Employer (4):	Full Time:	Yes		No	
Previous Position:	Years of Experience:				
Specific Experience Record Pertinent to this MV/LV Contract:					

CV TEMPLATE: HEALTH & SAFETY COMPLIANCE MANAGEMENT OFFICER (x1)

▪ Full Name:	▪ Nationality:				
▪ Gender:	▪ ID No.:				
Formal Qualifications:					
Qualification/s	Name of Institution/s	Year Obtained			
Name of Employer (1):	Full Time:	Yes		No	
Current/Recent Position:	Years of Experience:				
Name of Employer (2):	Full Time:	Yes		No	
Previous Position:	Years of Experience:				
Name of Employer (3):	Full Time:	Yes		No	
Previous Position:	Years of Experience:				
Name of Employer (4):	Full Time:	Yes		No	
Previous Position:	Years of Experience:				
Specific Experience Record Pertinent to this MV/LV Contract:					

COMPANY PROFILE TEMPLATE:

<ul style="list-style-type: none"> ▪ Bidder's Company Name: 	
<p>Experience in Proving Specialized MV/LV Switchgear and Transformer Maintenance</p>	
<p>Name of Client (1):</p>	
Duration of Service:	Contract Value (as per the CIDB Works Capability criteria):
Assigned OSHERQ personnel (if any):	
<p>Relevance of the Client's Contract's Scope of Services v/s this MV/LV RFQ's Service Scope:</p>	
<p>Name of Client (2):</p>	
Duration of Service:	Contract Value (as per the CIDB Works Capability criteria):
Assigned OSHERQ personnel (if any):	
<p>Relevance of the Client's Contract's Scope of Services v/s this MV/LV RFQ's Service Scope:</p>	
<p>Name of Client (3):</p>	
Duration of Service:	Contract Value (as per the CIDB Works Capability criteria):

Assigned OSHERQ personnel (if any):	
Relevance of the Client's Contract's Scope of Services v/s this MV/LV RFQ's Service Scope:	
Name of Client (4):	
Duration of Contract:	Contract Value (as per the CIDB Works Capability criteria):
Assigned OSHERQ personnel (if any):	
Relevance of the Client's Contract's Scope of Services v/s this MV/LV RFQ's Service Scope:	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes our company's service experience.

Signature: **Date:**
 [of key personnel who confirms the details on the Company Profile as recorded above]

Signature: **Date:**
 [of person authorised to sign on behalf of the Tenderer]

STAGE 3: PRICING EVALUATION CRITERIA

PRICING SCHEDULE / BILL OF QUANTITIES 1: CATEGORY A - HUMAN CAPITAL & GENERAL CONTRACT COSTS

PLEASE NOTE:

1. This is a Firm and Fixed Pricing Model
2. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
3. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
4. This is a rate-based & fixed fee specialized HV/MV maintenance and repair services contract. Therefore, the quantities noted below are for evaluation & adjudication purpose ONLY per asset. The bidder's offered unit rates v/s total amounts noted below will be utilized to calculate the actual total contract costs for the stated contract duration.

No	Description	Location	Unit	Quantity	Rate	Total Amount (Qty x Rate)
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1.	Cost of Technical Human Capital Resources:					
1.1	Specialist Technician	MUT wide	Per/Hour	1		
1.2	Technician	MUT wide	Per/Hour	1		
1.3	Artisan	MUT wide	Per/Hour	1		
1.4	Health & Safety Compliance Management Officer	MUT wide	Per/Hour	1		
1.5	Assistants	MUT wide	Per/Hour	1		

2.	General Contract Costs:					
2.1	Administration (Technical Inspection Reports, Quotations, Service Sheets / Job Cards, Credit Notes, Invoices & Monthly Statements - combined)	MUT wide	Per/Hour	1		
2.2	Breakdown/Call- out Fee	MUT wide	Per/Call-out	1		
2.3	Transportation Charge	MUT wide	Per/KM	1	N/A (the current mandated AA R/KM will apply)	N/A (the current mandated AA R/KM will apply)
2.4	Monthly Audit / Asset Condition Assessment Report Fee	MUT wide	Per/Hour	1		
2.5	OSHER File	MUT wide	Per/Complete File	1		
Sub-total						
Mark-up on Material Fee (percentage @____% & monetary value relative to R1.00)						
Profit Margin Fee (indicate percentage @____% & monetary value)						
VAT @15% (where applicable ONLY)						
Total Bid Price (Category A: Human Capital & General Contract Costs) in RSA Currency						

[All applicable taxes included]

**PRICING SCHEDULE / BILL OF QUANTITIES 2: CATEGORY B – MV/LV SCHEDULED
MAINTENANCE SERVICE RATES**

PLEASE NOTE:

1. This is a Firm & Fixed Pricing Model

2. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
3. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
4. This is a rate-based & fixed fee specialized MV/LV Switchgear, Transformer maintenance services contract. Therefore, the quantities noted below are for evaluation & adjudication purpose ONLY per asset. The bidder's offered unit rates v/s total amounts noted below will be utilized to calculate the actual total contract costs for the stated contract duration.

No	Description	Service Intervals	No. of Services	Quantity	Unit Rate (Per Service)	Total Amount (No. of Services x Qty x Rate)
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1.1	<u>Admin Sub:</u> Schneider 3 Way RM6 NE-IDI	Quarterly	12	2		
		Annual	3	2		
1.1.1	Power Factor correction Panel	Quarterly	12	1		
		Annual	3	1		
1.1.2	Battery Charger	Quarterly	12	1		
		Annual	3	1		
1.1.3	11kV-ALSTOM 725 Ltr. 1000kVa Oil-Cooled-Transformer	Quarterly	12	1		
		Annual	3	1		
1.2	<u>North Wing Sub</u> ALSTOM K3AF	Quarterly	12	1		
		Annual	3	1		
1.2.1	Battery Charger	Quarterly	12	1		
		Annual	3	1		
1.2.3	11kV-Hawker Siddley 1060litres, 1000kVa Oil-Cooled Transformer	Quarterly	12	1		
		Annual	3	1		
1.3	<u>Resource Centre</u>	Quarterly	12	1		

	Schneider 4-way RMU	Annually	12	1		
1.3.1	Battery Charger	Quarterly	12	1		
		Annually	3	1		
1.3.2	11kV-GEC ALSTHOM 435 Ltr. Oil-Cooled 500kVa Transformer	Quarterly	12	2		
		Annually	3	2		
1.4	Sub 8 ALSTOM K3AF	Quarterly	12	1		
		Annually	3	1		
1.4.1	Battery Charger	Quarterly	12	1		
		Annually	3	1		
1.4.2	11kV-ALSTOM 618ltr. Oil-Cooled 800kVa Transformer	Quarterly	12	1		
		Annually	3	1		
1.5	Mini Sub 2 ACTOM K3AF	Quarterly	12	1		
		Annually	3	1		
1.5.1	11kV-GEC ALSTHOM 330 ltr. 315kVa Oil-Cooled Transformer	Quarterly	12	1		
		Annually	3	1		
1.6	Mini Sub 3 ACTOM K3AF	Quarterly	12	1		
		Annually	3	1		
1.6.1		Quarterly	12	1		

	11kV-ACTOM 956 ltr. 800kVa Transformer	Annuall	3	1		
1.7	Mini Sub 1 EATON LSC2B RMU	Quarterly	12	1		
		Annuall	3	1		
1.7.1	11kV-F.S.T. 405 ltr. Oil-cooled 500kVa Transformer	Quarterly	12	1		
		Annuall	3	1		
1.8	DH Sub GEC OCB T3/OF	Quarterly	12	1		
		Annuall	3	1		
1.8.1	11kV-ALSTOM 435 ltr. Oil- Cooled 500kVa Transformer	Quarterly	12	1		
		Annuall	3	1		
1.8.2	Battery Charger	Quarterly	12	1		
		Annuall	3	1		
1.9	SUB 7 ALSTOM K3AF	Quarterly	12	1		
		Annuall	3	1		
1.9.1	11kV-ALSTOM 716ltr. Oil- cooled 1000kVa Transformer	Quarterly	12	1		
		Annuall	3	1		
1.9.2	Battery Charger	Quarterly	12	1		
		Annuall	3	1		
1.10	Student Centre Sub	Quarterly	12	1		

	RM6 NE-IDI	Annual	3	1		
1.10.1	11kV-MATLAKSE 800kVa DRY Type Transformer	Quarterly	12	1		
		Annual	3	1		
1.10.2	Battery Charger	Quarterly	12	1		
		Annual	3	1		
1.11	NEB Sub RM6 RE-IDI	Quarterly	12	1		
		Annual	3	1		
1.11.1	11kV-MATLAKSE 800kVa DRY Type Transformer	Quarterly	12	1		
		Annual	3	1		
1.11.2	Battery Charger	Quarterly	12	1		
		Annual	3	1		
1.12	Main Intake Sub ALSTOM SBV 4/800/20-1 3way	Quarterly	12	1		
		Annual	3	1		
1.12.1	Battery Charger	Quarterly	12	1		
		Annual	3	1		
Sub-total						
Mark-up on Material Fee (i.e., for repairs): Percentage @____% & monetary value relative to R1.00						
Profit Margin Fee: Percentage @____% & monetary value)						
VAT @15% (where applicable ONLY)						
Total Bid Price (Category B: HVAC&R Scheduled Maintenance Service Rates) in RSA Currency						

[All applicable taxes included]

SUMMARY PRICING SCHEDULE:

PLEASE NOTE:

1. MUT reserves the right to appoint or not appoint a contractor for this contract. MUT will not necessarily accept the lowest quotation, in part nor in full. It will be MUT's sole discretion to appoint the most suitable contractor who will add technical service value to MUT as per the functionality criteria outlined herein. Therefore, a bidder that scores the most functionality points will receive preference over all bidders whose pricing are lower.
2. MUT reserves the right to negotiate the shortlisted / recommended bidder to competitive market related rates as one of the conditions of awarding this contract.

No	Description	Location	Unit	Quantity	Total Bid Price
1.1	Category A: Human Capital & General Contract Costs	MUT wide	Item	1	
1.2	Category B: MV/LV Scheduled Maintenance Service Rates	MUT wide	Item	1	
GRAND TOTAL: Bid Price in RSA Currency					

[All applicable taxes included]

Breakdowns will be charged on an hourly rate as per the Contract and spare parts will be charged on cost plus mark-up as per Contract.
The chargeable breakdown rates will be applicable as per rates indicated above under additional costs

Important Notes:

1. The intent of this RFQ is to procure the services of one 4EP/EB (or higher) CIDB graded SMME MV/LV maintenance specialist contractor that will provide the MUT Maintenance Department with outsourced technical services (on a rate-based & fixed-fee contract).
2. The Unit price (Rate P/H) is indicative of the total costs for the provision of each outsourced resource. The bidder must provide (in a separate pricing schedule) a detailed/descriptive cost breakdown of all contract disbursements for the full provision of the required services. The total cost for all monthly disbursements must be included in the Pricing Schedule above, which will be deemed to be an exhaustive list & total amount. The mark-up fee & profit margin fee must be indicated separately in the Pricing Schedule.
3. Any & all services that will be provided on an ad-hoc/emergency basis outside of MUT working hours must be submitted by the contractor to, then pre-authorized in writing by the MUT Maintenance Department's authorized official prior to any services being provided. Standard after hours, weekend & public holiday rates shall apply.
4. The contents of a Task Order Form will be agreed upon & pre-signed by the two parties to regulate the scope, deliverables, milestones & timelines for each task under this contract. This will form part of the SLA for this specialized MV/LV contract.
5. The successful bidder cannot change any of the resources outsourced to MUT for the entire duration of the contract, unless otherwise approved in writing by the MUT Maintenance Department's authorized official. The service providers' personnel will be issued with access cards.
6. At any point for the duration of this contract, the MUT Maintenance Department's authorized official reserves the right to instruct the appointed contractor to immediately change any & all resources outsourced to MUT due to (including but not limited to):
 - Poor performance / incapacity / delayed services / poor workmanship quality / unacceptable behavior.
7. An OSHER File must be submitted by the appointed contractor & approved by MUT as aforesaid. Failure to comply with this & all applicable statutory requirements will result in the appointed contractor not being permitted to carry out any work on MUT premises. Failure by the appointed contractor to always maintain a compliant OSHER file will lead to the contractor being instructed to immediately leave the MUT premises, reported to the necessary regulatory body/ies and be penalized accordingly.
8. Penalties for these service deficiencies will be charged to the appointed contractor for each service deficiency that is pending. Hereunder the applicable penalties which will form part of this contract's SLA:

Minimum Service Level	Targets (Response & Turnaround Times)	Applicable Penalties
On-campus response to normal call-outs (within 1 hour of each call-out being logged)	100% Response Time	10% of the billable labour costs, per reported incident.
*On-campus resolution of normal call-outs (within 4 hours of each call-out being logged)	100% Turnaround Time	10% of the billable labour costs, per reported incident.
On-campus response to emergency call-outs (within 1 hour of each call-out being logged)	100% Response Time	15% of the billable labour costs, per reported incident.
*On-campus resolution of emergency call-outs (within 2 hours of each call-out being logged)	100% Turnaround Time	15% of the billable labour costs, per reported incident.

Compliance with any & all applicable statutory regulations	100% Compliance	To be cascaded in the SLA
Compliance with any & all contract agreements	100% Compliance	To be cascaded in the SLA

*= "On-campus resolution of normal & emergency call-outs (within the aforesaid hours of each call-out being logged)": where delays are beyond the control of the appointed bidder, it is the contractor's responsibility to inform MUT (prior / timeously) and provide comprehensive details, i.e., nature of the delay & expected response / turnaround time.

THE BIDDER:

STAGE 4: B-BBEE

PLEASE NOTE:

- This is a mandatory requirement. Therefore, failure to submit the below and meet the B-BBEE criteria in full will lead to the bidder being disqualified.

The below valid & certified / verifiable documents are required:

- SANAS accredited B-BBEE certificate / an Affidavit for Exempted Micro Enterprises & Qualifying Small Enterprises (as per the B-BBEE Act) / an Affidavit signed by a Commissioner of Oaths

- Required By : Mr Silindile Mchunu
- At : Mangosuthu University of Technology / MUT

- Brand and Model :
- Country of Origin :
- Does the offer comply with the specifications : *YES/NO

- If not to specification, indicate all deviations :
-
-
-
-

- Period required for delivery :
- *Delivery: Firm / Not Firm?

- Delivery basis :

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

**All applicable taxes include VAT / Value Added Tax, PAYE / Pay As You Earn, Income Tax, UIF / Unemployment Insurance Fund contributions and Skills Development Levies.
Legend: * = Delete if not applicable.

RFQ FORM:

1. I/We hereby render to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to on the items and conditions and in accordance with the specifications stipulated in the RFQ documents (and which shall be taken as part of, and incorporated into, this RFQ) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that the offer herein shall remain binding upon me/us and open for acceptance by during the validity period indicated and calculated from the closing time of the RFQ.
3. If I/we withdraw my/our RFQ within the period for which I/we have agreed that the RFQ should remain open for acceptance or fail to fulfil the contract when called upon to do so, may without prejudice to its other rights, agree to the withdrawal of my/or RFQ or cancel the contract that may have been entered into between me/us and and I/we will then pay to any additional expense incurred by having either to accept any less favourable RFQ or fresh RFQs have to be invited, the additional expenditure incurred by the invitation of fresh RFQ and by the subsequent acceptance of any less favourable RFQ,shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become to me/us under this or any other RFQ or contract or against any guarantee or deposit that have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other RFQ or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss may sustain by reason of my/our default.
4. If my/our RFQ is accepted the acceptance may be communicated to me/us by letter or ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent. Delivery or such acceptance to SA Post Office Ltd shall be treated as delivery to me/us.
5. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our RFQ and that I/we choose domicilium citandi et executandi in the Republic (full address).
6. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our RFQ, that the price(s) and rate(s) quoted cover all the work/items(s) in these documents; and that the price(s) and rate(s) cover all my/our obligations under a resulting contract. I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
7. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
8. I/We agree that any action from this contract in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.

9. I/We declare that I/we have participation /no participation in the submission of any other offer for the supplies/service described in the attached documents. If in the affirmative, state name(s) or RFQ(s) involved.

10. _____

Are you duly authorized to sign for this the RFQ? ***YES / NO**

11. Has the Declaration of Interest been duly completed and included with the other RFQ forms? ***YES / NO**

<p>DECLARATION:</p> <p>I, the undersigned (full names):</p> <p>Certify that the information furnished above is correct. I accept that, in addition to cancellation contract, action may be taken against me should this declaration prove to be false.</p> <p>Signature:</p>
--

Ensure that all pages are completed in full before returning this document.

Name & Surname of Authorized Person / Representative:	Date:
.....	
Signature of Bidder's Representative:	

DECLARATION OF INTEREST:

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (Director, Trustee, Shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means:

- (a) 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);
- (b) Any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

- Name of person / Director / Trustee / Shareholder/ Member:
-
- Name of state institution at which you or the person connected to the bidder is employed:
-
- Position occupied in the state institution:
-
- Any other particulars:
-

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

2.8 Did you or your spouse, or any of the company's Directors / Trustees / Shareholders / Members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.10.1 If so, furnish particulars:

.....

.....

2.11 Do you or any of the Directors / Trustees / Shareholders / Members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

.....

3. Full details of Directors / Trustees / Members / Shareholders:

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4. DECLARATION

The bidder:

- I, THE UNDERSIGNED (NAME):
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
- I ACCEPT THAT MANGOSUTHU UNIVERSITY OF TECHNOLOGY MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES:

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its Directors have:
 - (a) Abused the institution's supply chain management system;
 - (b) Committed fraud or any other improper conduct in relation to such system; or
 - (c) Failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.3	Was the bidder or any of its Directors convicted by a court of law (including a court outside of 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	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION:

The bidder:

- I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.
- I ACCEPT THAT, IN ADDITION TO THE CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

1. This document 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. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form 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 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.**

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

CHECKLIST TO BE COMPLETED BY THE BIDDER:

<ul style="list-style-type: none"> ▪ Does this offer comply with the specifications? State the brand where applicable. 	
<ul style="list-style-type: none"> ▪ Does the bidder have the required experience? State period. 	
<ul style="list-style-type: none"> ▪ Can this order be delivered within the specified period? State delivery period. 	
<ul style="list-style-type: none"> ▪ Do you intend sub-contraction/Partner? 	
<ul style="list-style-type: none"> ▪ Pricing Schedule (Recalculate to ensure accuracy). Indicate whether prices are firm or non-firm). 	
<ul style="list-style-type: none"> ▪ Declaration of Interest (Read, Understand and Sign). 	
<ul style="list-style-type: none"> ▪ Declaration of Bidder's Past Supply Chain Management Practices (Read, Understand and Sign). 	
<ul style="list-style-type: none"> ▪ Certificate of Independent Bid Determination (Read, understand and Sign). 	
<ul style="list-style-type: none"> ▪ CSD Registration Number (MAAA.....) / CSD Report 	