

# **Tender**

**TENDER FOR THE PROPOSAL FOR FUNDING,  
PROCUREMENT, AND IMPLEMENTATION OF  
ENERGY EFFICIENT STREET LIGHTING  
TECHNOLOGIES FOR RETROFITTING EXISTING  
STREETLIGHTS THROUGHOUT ELIDZ THROUGH A  
SHARED SAVINGS**

**At the**

**East London Industrial Development Zone  
SOC Ltd**

**CONTRACT NO: ES/21/SMARTLIGHT/01  
VOLUME B: FINANCIAL PROPOSAL  
TENDER FOR THE PROPOSAL FOR FUNDING,  
PROCUREMENT AND IMPLEMENTATION OF  
ENERGY EFFICIENT STREET LIGHTING  
TECHNOLOGIES FOR RETROFITTING EXISTING  
STREETLIGHTS THROUGHOUT ELIDZ THROUGH A  
SHARED SAVINGS SCHEME**

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**“ENVELOPE B”**

**NOTE: DO NOT SPLIT/UN-BIND THIS DOCUMENT**

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## **PART 1**

### **THE CONTRACT**

**CONTRACT NO: ES/21/SMARTLIGHT/01**

**TENDER FOR THE PROPOSAL FOR FUNDING,  
PROCUREMENT AND IMPLEMENTATION OF ENERGY  
EFFICIENT STREET LIGHTING TECHNOLOGIES FOR  
RETROFITTING EXISTING STREETLIGHTS  
THROUGHOUT ELIDZ THROUGH A SHARED SAVINGS  
SCHEME**

**East London IDZ**

TENDER FOR THE PROPOSAL FOR FUNDING, PROCUREMENT AND  
IMPLEMENTATION OF  
ENERGY EFFICIENT STREET LIGHTING TECHNOLOGIES FOR RETROFITTING  
EXISTING  
STREETLIGHTS THROUGHOUT ELIDZ THROUGH A SHARED SAVINGS SCHEME



## **1.1 AGREEMENT AND CONTRACT DATA**

### **1.1.1 Form of Offer and Acceptance**

**1.1.1 FORM OF OFFER AND ACCEPTANCE**

<b>Project title:</b>	<b>PROPOSAL FOR FUNDING, PROCUREMENT AND IMPLEMENTATION OF ENERGY EFFICIENT STREET LIGHTING TECHNOLOGIES FOR RETROFITTING EXISTING STREETLIGHTS THROUGHOUT ELIDZ THROUGH A SHARED SAVINGS SCHEME</b>
<b>Contract No:</b>	<b>CONTRACT NO: ES/21/SMARTLIGHT/01</b>

**A. OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **PROVISION TO FUND, SUPPLY, INSTALL AND COMMISSION OF SMART STREET LIGHT (LED) THROUGH A SHARED SAVINGS SCHEME.**

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 Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES OVER THE CONTRACT PERIOD INCLUSIVE OF VALUE ADDED TAX IS:**

Total Shared savings offered to ELIDZ in Rand (in words):	
Total Shared savings offered to ELIDZ in Rand (in figures):	R
Total Shared savings redeemed by Bidder in Rand (in words):	
Total Shared savings redeemed by Bidder offered in Rand (in figures):	R
Percentage Split Savings offered to ELIDZ	%
Percentage Split savings remunerated by bidder	%

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:** (cross out block which is not applicable)

# FORM OF OFFER AND ACCEPTANCE



Company or Close Corporation: ..... .....	OR	Natural Person or Partnership: ..... .....
		Whose Identity Number(s) is/are: .....
		Whose Income Tax Reference Number is/are: .....

## AND WHO IS (if applicable):

Trading under the name and style of: .....
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## AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b>  <b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>
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## SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

## WITNESSED BY:

Name of Witness	Signature	Date

The Tenderer elects as its domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....  
 .....

Other Contact Details of the Tenderer are:

Telephone No ..... Cellular Phone No .....

Fax No .....

Postal address .....

.....

## B. 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:

- 2.1 Agreement and contract data
- 2.2 Pricing data
- 2.3 Scope of work
- 2.4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 2.1 to 2.4 above.

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

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

### FOR THE EMPLOYER:

Name of Signatory	Signature	Date

<b>Name of Organisation:</b>	East London Industrial Development Zone SOC Ltd
Address of Organisation	Lower Chester Road, Sunnyridge East London 5201

### WITNESSED BY:

Name of Witness	Signature	Date

**SCHEDULE OF DEVIATIONS:**

1. Subject:
Detail:

2. Subject:
Detail:

3. Subject:
Detail:

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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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



## **1.2 PRICING DATA**

### **1.2.1 Pricing Instructions**

### **1.2.2 Bills of Quantities**

## 1.2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, General.

2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
Sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The bidder shall cover the prices and rates for all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and the bidder shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data.
5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.sabs.co.za](http://www.sabs.co.za) or [www.iso.org](http://www.iso.org) for information on standards)
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered for such items.

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. **The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The final quantities of Luminaires with related ancillaries installed will be used in determining the actual payments due and not the quantities given in the Bills of Quantities.**
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work and in the relevant Standardised Specification.

## 1.2.2 BILL OF QUANTITIES

Bill of Quantities					
Item no.	Description of item for supply and installation of street lighting	Unit	Qty	Rate(Rs)	Amounts(Rs)
Section A.1					
A.1	Preliminary and General Items - Nett price for site establishment, site administration and compliance with the General conditions of Contract and Specifications as laid down in this document where and as applicable.				
A.1.1	Conditions of Contract				
	Fixed	sum	1		R -
A.1.2	Site Establishment and removal				
	Fixed	sum	1		R -
A.1.3	Prepare, certify and submit a full set of as built drawings and Operation Manuals for each part of the Works as described in the document. To be submitted on completion of each section of the contract.				
	Fixed	sum	1		R -
A.1.4	Compliance with technical specification, testing and commissioning				
	Value related	sum	1		R -
	Time related	sum	1		R -
A.1.5	Other fixed-charge obligations (Specify) - Allow for all costs which the Contractor may incur in terms of any or all descriptions in the tender/contract documents and of the drawings, which costs are not specifically covered in the schedule below. Submit full details in writing.	sum	1		R -
A.1.6	Contractual requirements i.e. insurances, statutory contributions, etc.	sum	1		R -
Section A - Sub Total					R -
Section B - Sub Total					
B.1	Submission of an approved Safety File	sum	1		R -
Section B - Sub Total					R -
SECTION C					
C.3	Installation of Luminaires - Supply, delivery to site and installations of LED luminaires (Retrofit) (rates to include the removal of existing Luminaires)				
C.3.1	32W LED Luminaires, 100 % complete with all mounting brackets, fittings, screws, etc. fully mounted and in working condition on existing poles, including removal of existing luminaires	each	415		R -
C.3.2	Supply, deliver and Install of NEMA 7 pin smart streetlight management system.	each	415		R -
Section C - Sub Total					R -
SECTION D					
D.1.1	Destruction and compaction of all removed luminaires, providing a demolition certificate from service provider	sum	1		R -
D.1.2	Develop the saving cost model based on the cost sharing between ELIDZ and Service provide	Monthly	1		R -
D.1.3	Addition cost for unschedule works with the approval of the ELIDZ Electrical Engineer	sum	1		R -
D1.4	Monitoring of performance of the smart light system and network on daily and attending to faults within 24hours	sum	1		R -
Section D - Sub Total					R -
SUMMARY					
ITEM	SECTIONS				AMOUNT (Rs)
1	SECTION A				R -
2	SECTION B				R -
3	SECTION C				R -
4	SECTION D				R -
Sub - Total					R -
VAT (15%)					R -
TOTAL					R -
ESCALATION PER YEAR (Excl VAT)					
YEAR			ESCALATION %		AMOUNT (Rs)
1	R	-			R -
2					R -
3					R -
4					R -
5					R -
SUB-TOTAL					R -
VAT (15%)					R -
CONTRACT TOTAL					R -

## PRICING GUIDELINES FOR SUMMARY – ENERGY SAVING PROJECTION

- The savings below and the costings are to be calculated with inflation, electricity tariff increases and Vat included into the amounts over the duration of the shared savings period.
- The energy savings per year refers to the power consumption saved per annum when replacing the HPS Luminaires with smart LED luminaires.
- The electricity savings per year refers to the Rand amount of electricity per annum that will be saved per annum when replacing the HPS Luminaires with smart LED Luminaires.
- THE maintenance savings refers to the savings on replacing HPS fittings after an average lifespan 5000 hours' lifecycle while running at an average of 12 hours per day for the shared savings period. Effectively this savings on not replacing HPS lamps for the agreed shared savings period due to the LED light having a longer lifespan must be accounted for.
- The Bidder percentage split refers to the percentage of the shared savings that be remunerated to the Bidder.
- The ELIDZ percentage split refers to the percentage of the shared savings that be allocated to the ELIDZ.
- The total savings per annum includes the savings on electricity and maintenance.
- The total installation costs refer to the cost incurred from the BOQ amount in Section A to D above.
- The total savings refers to the amount after the deduction of costs indicated in BOQ amount in Section A to D above.
- The Bidder amount refers to the amount of the shared savings in ZAR that be remunerated to the Bidder.
- The ELIDZ amount refers to the amount of the shared savings in ZAR that be allocated to the ELIDZ.

SUMMARY - ENERGY SAVING PROJECTION								
YEAR	ENERGY SAVING (kWh/YR)	ELECTRICITY SAVINGS p.a	MAINTENANCE SAVINGS p.a	ELIDZ % SPLIT	TOTAL INSTALLATION COSTS	TOTAL SAVINGS p.a AFTER COSTS	BIDDER'S SHARED SAVINGS AMOUNT	ELIDZ'S SHARED SAVINGS AMOUNT
1								
2								
3								
4								
5								
Total	kWh	R	R	%	R	R	R	R

**Carry through Totals applicable to Form 1.1.1 above.**