



GREATER KOKSTAD MUNICIPALITY

PROVINCE OF KWAZULU NATAL

SUPPLY, DELIVERY AND INSATLLATION OF 11KV 630A T3 RING MAIN UNIT OUTDOOR AT FRANKLIN

CONTRACT NO GKM 02-24/25

CIDB 2 EP or Higher

Greater Kokstad Municipality

75 Hope Street
P.O. Box 8
Kokstad
4700



GREATER KOKSTAD MUNICIPALITY
PROVINCE OF KWAZULU NATAL

Contact Person:

Name: Mr T Bere

Telephone: 039 797 6676

Name of Bidder:

CSD No:

Tender Amount: R.....

TENDER CLOSING DATE: 11 SEPTEMBER 2024 AT 12H00

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GREATER KOKSTAD MUNICIPALITY					
BID NUMBER:	GKM 02 -24/25	CLOSING DATE:	11 SEPTEMBER 2024	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY, DELIVERY AND INSATLLATION OF 11KV 630A T3 RING MAIN UNIT OUTDOOR AT FRANKLIN				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
75 HOPE STREET KOKSTAD 4700					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Budget and Treasury Office		DEPARTMENT	ITS	
CONTACT PERSON	Andiswa Mahlaka		CONTACT PERSON	T. Bere	
TELEPHONE NUMBER	039 797 6743		TELEPHONE NUMBER	039 797 6740	
FACSIMILE NUMBER	039 727 3676		FACSIMILE NUMBER	039 727 3676	
E-MAIL ADDRESS	andiswa.mahlaka@Kokstad.gov.za		E-MAIL ADDRESS	Tendai.Bere@kokstad.gov.za	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED)**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS WILL RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER

CAPACITY UNDER WHICH THE BID IS SIGNED

DATE:

SUPPLY, DELIVERY AND INSTALLATION OF 11KV 630A RING MAIN UNIT OUTDOOR IN FRANKLIN

BID NO: GKM 02-24/25

The Greater Kokstad Municipality hereby invites proposals from reputable Service Providers in respect to supply, deliver and installation of 11KV 630A Ring main unit outdoor in Franklin with a **CIDB Grading of 2EP or higher**.

The scope of work and bid requirements is stipulated in the bid document.

This advert is issued in compliance with the Preferential Procurement Regulation, 2022. Evaluation will be done on the following three-stages process in terms of National Treasury Circular No: 53:

Stage 1:

Assessment of Functionality. Only service providers who achieve a minimum of 60 points of the total available points as outlined in the bid documents as per each project will qualify for stage two of the Evaluation process.

Company Experience	(40 points)
Key Personnel	(30 points)
Crane Truck	(30 points)

Stage 2:

Evaluation will be done based on the 80/20 preferential point system, where 80 points will be allocated for price and 20 points for specific goals. Bidders must submit the required documentation to claim preference points.

POINTS AWARDED SPECIFIC GOALS

The 80/20 preferential point system will be applied, where 80 points will be allocated for price and 20 points for Municipality's specific goals that is on ownership and RDP Goals.

PREFERENCE	80/20	Documents required for verification
GOAL 1 – Ownership- Maximum Points	10	
Business owned 50% or more by black person.	5	▪ Detailed CSD
Business owned 50% or more by black woman.	5	▪ Detailed CSD
GOAL 2 – RDP- Maximum Points	10	
Promotion of business located within KZN province	10	▪ Refer to section J

The tender document must be downloaded on the Greater Kokstad Municipality website www.kokstad.gov.za at no cost. The Greater Kokstad Municipality will not be held responsible for any incomplete documents downloaded on the Greater Kokstad Municipality website.

A COMPULSORY briefing meeting will be held on **02 September 2024 at 11h00**, at Adam Kok III Building, 75 Hope Street, Kokstad. No late comers will be admitted into the venue.

Sealed tenders, marked "**Bid No.: GKM 02-24/25 "SUPPLY, DELIVERY & INSTALLATION OF 11KV 630A RING MAIN UNIT OUTDOOR IN FRANKLIN"**" must be deposited in the BOX located at the Reception Area, Adam Kok III Building, 75 Hope Street, Kokstad, not later than **11 September 2024 at 12H00**, where after, bids will be opened in public.

Late, telegraphic, e-mailed or faxed bids will not be considered.

Technical Enquiries: Mr. T. Bere on Tel: 039 797 6600; Fax: 039 727 3676, or email: Tendai.Bere@kokstad.gov.za
Supply Chain Management enquiries: Ms. A. Mahlaka Tel. 039 797 6600, or email: Andiswa.Mahlaka@kokstad.gov.za

Greater Kokstad Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the Bid in whole or part, at the rates quoted

MR. S R ZWANE
MUNICIPAL MANAGER
NOTICE NO.: 02-2024/2025

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO THE NATIONAL TREASURY SUPPLY CHAIN MANAGEMENT REGULATIONS ISSUED IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT 56, 2003, THE GREATER KOKSTAD MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, the Municipality will not be held responsible for late bids.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids.
8. A specific box is provided for the receipt of bids, via courier services should be inserted by the courier company on the tender box a special instruction must be given to the courier company, the Municipality will not be responsible for documents received late, lost or misplaced tender documents.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Any alteration made by the bidder must be initialled.
12. Use of correcting fluid is prohibited
13. Bids will be opened in public as soon as practicable after the closing time of bid.
14. Where practical, prices are made public at the time of opening bids.
15. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

SECTION B
TENDER REQUIREMENTS AND MANDATORY RETURNABLE DOCUMENTS

SUPPLY, DELIVERY AND INSATLLATION OF 11KV 630A T3 RING MAIN UNIT OUTDOOR AT FRANKLIN
BID NUMBER: GKM 02-24/25

Bidders must attach the following mandatory returnable documents to be considered for this bid and must note the applicable conditions:

- Price (s) or rates quoted must be firm and must be inclusive of VAT
- Copy of CSD (Central Supplier Database) report (not older than 3 months), if not attached the CSD Number on MBD 1 will be used for verification.
- Bidders must submit proof that the company and the director/s of the company do not owe rates and taxes or Municipal service charges for a period longer than 90 days. **Bidders must refer to section J for the required document.**
- Printed copy of SARS Tax Pin for further verification, **if not attached the CSD printout will be used to verify the tax compliance status. Bidders will not be eliminated for not attaching copy of the SARS tax compliance certificate.**
- Completed and signed Municipal Bidding Documents, if MBD 6.1 is not signed, bidders will lose the points and will not be disqualified.
- NB: failure to meet above criteria will lead to disqualification.

The following conditions will apply:

- Price(s) or rates quoted must be valid for at least a hundred & twenty (120) days from the date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT and disbursements.

NB: No quotations will be considered from persons in the service of the state or persons who owe rates, services, and taxes to any Municipality for a period longer than 90 days.

SECTION C - CHECKLIST

The Checklist below is attached hereto to assist Service Providers with the completion of the tender document. Service Providers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

The tenderer must complete and return documents, all returnable document as listed below as part of his/her tender submission:

Returnable Schedules (Documents) for Tender Evaluation Purposes	Yes	No	N/A
Has the Tender Document been completed in BLACK INK and all corrections counter-signed? (No correction fluid used)			
Have all tendered amounts been arithmetically checked, and the correct total bid price been carried forward to MBD 1? Bidders who do not put prices on MBD 1 will be eliminated.			
Is a valid Tax Clearance Status Verification Certificate with pin attached to the Tender Document?			
In case of a joint venture, has the tenderer attached a joint venture agreement signed by both parties indicating the lead partner of the joint venture (company documents to be attached for all JV Partners i.e CSD, Tax Verification certificate, etc)			
Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the tenderer signed the register (when applicable)			
Has the tenderer fully completed the Declaration of Interest (MBD 4) form, (Directors must be listed on the table on MBD 4 form)			
Has the "Preference Points Claim Form (MBD 6.1) in terms of the Preferential Procurement Regulations 2022" been completed in its entirety and signed?			
Has the tenderer attached proof that the DIRECTOR/S of the company do not owe Municipal rates (Refer section J for the required documentation).			
Has the tenderer attached proof that the COMPANY does not owe Municipal rates (Refer section J for the required documentation).			
Central Supplier's Database registration certificate - Detailed CSD			
Has the "Declaration of Bidder's Past SCM practices (MBD 8)' been completed in its entirety and signed?			
Has the "Independent Bid Determination (MBD 9)" been completed in its entirety and signed.			
Has all information as required in terms of the Tender Document been submitted with the tender?			

Name of the Bidder: _____

Signature: _____ Date: _____

SECTION D
REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the Greater Kokstad Municipality Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.

2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call KZN Provincial Treasury on 033 897 4223/4676/4509 for assistance.

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any other legal rights or remedies it may;

3.1 Recommend to National/Provincial Treasury the de-registration of the supplier from the Central Supplier Database

3.2 Cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted, or less favourable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to update its information on the Central Suppliers Database, relating to changed particulars or circumstances.

**SECTION E
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND
UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of the authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

SIGNATURE OF THE AUTHORISED REPRESENTATIVE

DATE.....

SECTION F
MBD 4 -DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1. Full Name of bidder or his or her representative:

3.2. Identity Number:

3.3. Position occupied in the Company (director, trustee OR

Shareholder²):.....

3.4. Company Registration Number:

3.5. Tax Reference Number:.....

3.6. VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

MSCM 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.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

Name of Bidder

SECTION G

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to ensure compliance with their tax obligations.
2. Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
3. Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
4. Foreign suppliers must complete the pre-award questionnaire in part b:3.
5. Bidders may also submit a printed TCS certificate together with the bid.
6. In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS Certificate / Pin / CSD number.
7. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD registration printout must be provided.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION H
AUTHORITY FOR SIGNATORY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer **must attach the authority to sign letter or must complete** the certificate set out below for the relevant category **if the resolution letter is not attached.**

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

A. CERTIFICATE FOR COMPANY

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

As witnesses:

1. Chairman:.....
 2. Date:

B. CERTIFICATE FOR PARTNERSHIP

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

Name	Address	Signature	Date

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

C. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms.....of the lead partne, authorised signatory of the company, to sign all documents in connection with this tender for Contract and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture (Joint Venture to submit power of attorney).

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. CERTIFICATE FOR SOLE PROPRIETOR

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

As witnesses:

1. Sole Owner:
2. Date:

E. CERTIFICATE FOR CLOSE CORPORATION

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

hereby authorise Mr./Ms. acting in the capacity of , to sign all documents in connection with this tender and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION I

TENDER CONSENT FORM:

I _____ a natural person with
Full Name

ID No.: _____ in my capacity as _____

of _____
(Company Name and Reg. No.)

I hereby give my consent to the Greater Kokstad Municipality to collect, process and distribute my personal information where the Greater Kokstad Municipality is legally required to do so.

I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to the Greater Kokstad Municipality sharing my personal information strictly for verification purposes.

I understand that, should I refuse to provide the Greater Kokstad Municipality with the required consent and/ or information, the Greater Kokstad Municipality will be unable to consider my application for the above-mentioned tender.

I declare that all my personal information supplied to the Greater Kokstad Municipality is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Greater Kokstad Municipality of any changes to my Personal Information should any of these details change.

tick the appropriate box:

<input type="checkbox"/>	I / We hereby consent to the above
<input type="checkbox"/>	I/We hereby withhold consent and understand the implication of my/our decision and will not hold the Greater Kokstad Municipality responsible for not considering my/our bid.

Signed at this day of20.....

..... Signature of data subject/ designated person

..... Signature.....

**SECTION J
RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE (PROOF OF LOCALITY**

In terms of section 38(d) of the National Treasury Municipal Supply Chain Management Regulation the Greater Kokstad Municipality reserves the right to reject any tender if any municipal rates and taxes or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears **for more than 3 (three) months/90 days.**

Tenderers are required to submit proof that the company and directors do not owe municipal rates and tariffs for the municipality.

This serves to confirm that _____ **(Company Name) municipal rates and taxes are paid up to date and the following is attached:** Your tender will be rejected if you have not attach proof that your company does not owe rates for a period longer than 90 days

Proof that the Bidder (Company) does not owe rates	Tick whichever is attached.
Municipal Statement not older than 90 days and not owing more than 90 days	
Valid Lease agreement (Must be active and must be signed by both parties)	
Municipal Rates clearance certificate / Affidavit if the company is operating in rural areas (non-ratable area). Affidavit to state the reason why they are not responsible for paying rates	
Letter or rates statement from the landlord or body corporate if the company is renting and does not have a lease agreement.	
An original copy of an affidavit if the company has not attached any of the document above mentioned documents - the affidavit must clearly state the reasons why the company is not owing rates and taxes or any Municipal charges.	

(Company Director/s) municipal rates and taxes are paid up to date and the following is attached:

Please note that you are required to attach proof that each director does not owe rates and taxes or Municipal service charges for a period longer than 90 days. Your tender will be rejected if you have not attach proof that each director does not owe rates for a period longer than 90 days.

Proof that the director/s do not owe rates for more than 90 days	Tick whichever is attached.
Municipal Statement not older than 90 days and not owing more than 90 days	
Valid Lease agreement (Must be active and must be signed by both parties)	
Municipal Rates clearance certificate / Affidavit if the director/s is operating in rural areas (non-ratable area). Affidavit to state the reason why they are not responsible for paying rates	
Letter or rates statement from the landlord or body corporate if the company is renting and does not have a lease agreement.	
An original copy of an affidavit if the director/s has not attached any of the document above mentioned document - the affidavit must clearly state the reasons why the director/s do not owe rates and taxes or any Municipal charges.	

NB: TENDERERS TO NOTE THAT THEY NEED TO SUBMIT PROOF THAT BOTH THE COMPANY AND THE DIRECTOR/S DO NOT OWE RATES/ TAXES.

Signed at this day of20.....

..... Signature of data subject/ designated person

..... Signature.....

GREATER KOKSTAD MUNICIPALITY

SUPPLY, DELIVERY AND INSATLLATION OF 11KV 630A T3 RING MAIN UNIT OUTDOOR AT
FRANKLIN

CONTRACT NO: GKM 02-24/25

PART T1

BIDDING PROCEDURES

TABLE OF CONTENTS

T1.1. BID DATA.....

T1.1.1. ACTIONS

T1.1.2. BID DOCUMENTS.....

T1.1.3. COMMUNICATION AND EMPLOYER’S AGENT

T1.1.4. ELIGIBILITY.....

T1.1.5. CLARIFICATION MEETING

T1.1.6. ALTERNATIVE BID OFFERS.....

T1.1.7. SUBMITTING A BID OFFER

T1.1.8. CLOSING TIME

T1.1.9. BID OFFER VALIDITY

T1.1.10. PROVIDE OTHER MATERIAL.....

T1.1.11. INSPECTIONS, TESTS AND ANALYSIS

T1.1.12. CERTIFICATES.....

T1.1.13. OPENING OF BID SUBMISSIONS.....

T1.1.14. ARITHMETICAL ERRORS.....

T1.1.15. EVALUATION OF BID OFFERS

T1.1.16. PROVIDE COPIES OF CONTRACTS

T1.2. CONDITIONS OF BID.....

INSTRUCTIONS TO TENDERS

PUBLICATION REFERENCE:

In submitting the bid, bidders must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this bid dossier. Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid.

1. Services to be provided

These services required by the Contracting Authority are described in these Terms of Reference.

2. Participating and sub-contracting

- a) Bids should be submitted by the same service provider or consortium, which has submitted the proposal on the basis of the above. **No change whatsoever in the identity or composition of the bidder is permitted;**
- b) Short-listed service providers or consortia are allowed to form alliances with any other firms or to sub-contract to each other for the purpose of this contract.
- c) Sub-contracting will be allowed, only in so far as it was stated in the initial bid.
- d) Duplication of bid documents is prohibited.

3. Contents of Bids

Each bid must comprise a Technical offer and a Financial offer, each of which must be submitted separately.

4. Period during which Bid are binding

Bidders are bound by their bids for 120 days after the deadline for the submission of bids. In exceptional cases, before the period of validity expires, the Contracting Authority may ask bidders to extend the period for a specific number of days, which may not exceed 40.

The successful bidder must maintain its bid for a further 60 days from the date of notification that it's bid has been selected for the contract.

5. Additional information before the deadline for submission of bidders

The bid dossier should be clear enough to prevent the Contracting Authority from having to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to the request of a short-listed candidate, provides additional information on the bid dossier, such information will be sent in writing to all other bidders at the same time.

Bidders may submit questions in writing to the following address up to 5 calendar days before the deadline for submission of bids, specifying the **publication reference** and the **contract title**:

Attention:
Ms A Mahlaka
Greater Kokstad Municipality
75 Hope Street
PO Box 8
KOKSTAD
4700
Email: Andiswa.Mahlaka@kokstad.gov.za

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Any prospective bidders seeking to arrange individual meetings with the Contracting Authority during the bid period may be excluded from the bid procedure.

Any clarification of the bid dossier will be communicated simultaneously in writing to all bidders at the latest 11 calendar days before the deadline for submission of bids. No further clarifications will be given after this date.

Visits by individual prospective bidders during the bid period are not permitted other than the site visit for good reasons.

6. Submission of Bids

Bids must be submitted in English such that they are received before the deadline specified in the letter of invitation to bid.

Any infringement of these rules (e.g., unsealed envelopes) is to be considered a breach of the rules, and will lead to rejection of the bid.

The envelope should carry the following information:

- a) The address for submission of bid indicated above.
- b) The reference code of the bid procedure to which the bidder is responding.
- c) The words "Not to be opened before the bid opening sessions".
- d) The pages of the Technical and Financial offers must be numbered.

7. Alterations or Withdrawal of Bids

Bidders may alter or withdraw bids by written notification prior to the deadline for submission of bids. No bid may be altered after this deadline.

The envelope must be marked "Alteration" or "Withdrawal" as appropriate.

8. Costs for preparing Bids.

No costs incurred by the bidder in preparing and submitting the bid shall be reimbursable. All such costs shall be borne by the bidder including interviews of the proposed key members if required.

9. Ownership of Bids

The Contracting Authority retains ownership in all bids received (this excludes intellectual property for all but the successful bidder) under this tendering procedure. Consequently, bidders have no right to have their bids returned to them.

10. Evaluation of bids

a. Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the evaluation criteria and the associated weighting as detailed in this bid dossier. No other award criteria will be used. The evaluation criteria will be examined in accordance with the requirements as indicated in the Terms of Reference.

b. Presentations / Adjudication

The Evaluation Committee may call for presentation by the short-listed bidders, after having established its written provisional conclusions but before concluding the technical evaluation.

The date and time of any such presentation will be confirmed or notified to the short-listed bidders at least seven days in advance. If a bidder is prevented from attending presentation by force majeure, a mutually convenient alternative appointment may be arranged with the bidder. If the bidder is unable to attend this second appointment, its bids will be eliminated from the evaluation process.

c. Evaluation of financial offers

The Financial Offer will be evaluated after the Technical Offer, if technical offers scored less than 60% the financial offer will not be considered.

d. Confidentiality

The entire evaluation procedure, from the drawing up of the shortlist to the signature of the contract, is confidential. The Evaluation / Adjudication Committee's decisions are collective, and its deliberations are held in closed session. The members of the Evaluation / Adjudication Committee are bound to secrecy.

The evaluation reports and written records, in particular, are for official use only and may not be communicated to neither the bidders nor to any party other than the Contracting Authority.

11. Ethics clauses / Corruptive practices

- a) Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation/Adjudication Committee or the Contracting Authority during the process of examining, clarifying, evaluating, comparing and adjudication bid will lead to the rejection of its bid and may result in administrative penalties.
- b) The bidder must not be affected by any potential conflict of interest.
- c) The Greater Kokstad Municipality reserves the right to suspend or cancel funding to this project if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract, if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- d) Bids will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions paid to a payee who is not clearly identified, or commissions paid to a company which has every appearance of being a front company.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the bidder or contractor from other Community contracts and in penalties.

12. Documentary evidence required from the successful Bidder.

The successful bidder will be informed in writing that its bid has been accepted (notification of award). Before the Contracting Authority signs the contract with a successful bidder, a successful bidder may be requested to provide additional information as deemed necessary by the Contracting Authority.

This evidence or these documents must carry a date, which cannot be more than 180 days in relation to the deadline for the submission of the bidder. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.

If the successful bidder fails to provide these documents or is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

13. Signature of contract(s)

Within 7 days of receipt of the contract already signed by the Contracting Authority, the selected bidder shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected bidder to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

The other candidates will be informed that their bids were not accepted, by means of a standard letter.

14. Cancellation of the Bids procedure

In the event of cancellation of the bid procedure, bidders will be notified of the cancellation by the Contracting Authority. If the bid procedure is cancelled before the envelopes of any bid has been opened, the unopened and sealed envelopes will be returned to the bidders.

15. Cancellation may occur when:

- The bid procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile bid has been received or there is no response at all;
- The economic or technical data of the project have been fundamentally altered.
- Exceptional circumstances or *force majeure* render normal performance of the contract impossible.
- All technically compliant bids exceed the financial resources available.
- There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a bid even if the Contracting Authority has been advised of the possibility of damages.

The publication of a procurement notice does not commit the Contracting Authority to implement the program or project announced.

T1.1. BID DATA

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

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

Heading	Clause	Data
T1.1.1. ACTIONS	F.1.1	The employer is the GREATER KOKSTAD MUNICIPALITY .
T1.1.2. BID DOCUMENTS	F.1.2	<p>The bid documents issued by the employer comprise:</p> <p>Part T1: Bidding Procedures</p> <p>T1.1 Bid notice and invitation to bid</p> <p>T1.2 Standard and Special Conditions of Bid</p> <p>T1.3 Bid Data</p> <p>Part T2: Returnable Schedules</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Bid schedules</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>C1.3 Other contract forms</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Pricing Schedules / Bills of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 Scope of work</p> <p>Part C4: Site Information</p> <p>C3 Site Information</p> <p>Note: This bid document has been formatted and compiled under the headings for a single volume approach as contained in Table 6 of the CIDB's "Standard for Uniformity in Construction Procurement."</p>
T1.1.3.	F.1.4	<p>The employer's agent is:</p> <p>N/A</p>
T1.1.4. ELIGIBILITY	F.2.1	Only those bidders who meet the evaluation are eligible to submit bids.

	Heading	Clause	Data
T1.1.5.	CLARIFICATION MEETING	F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid.</p> <p>Bidders must sign the attendance register in the name of the bidding entity. Addenda will be issued to and bids will be received only from those bidding entities appearing on the attendance register.</p>
T1.1.6.	ALTERNATIVE BID OFFERS	F.2.12	<p>If bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
T1.1.7.	SUBMITTING A BID OFFER	F.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original, with no additional copies.
		F.2.13.5	The details for delivery of Bid Documents are as stated in the Bid Notice and Invitation to Bid.
		F.2.13.5	A two-envelope procedure will not be followed.
T1.1.8.	CLOSING TIME	F.3.5	
		F.2.15	The closing time is as stated in the Bid Notice and Invitation to Bid.
T1.1.9.	BID OFFER VALIDITY	F.2.16	The bid validity period is as stated in the Bid Notice and Invitation to Bid.
T1.1.10.	PROVIDE OTHER MATERIAL	F.2.18	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the works together with satisfactory evidence that such staff members satisfy the eligibility criteria.
T1.1.11.	INSPECTIONS, TESTS AND ANALYSIS	F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
T1.1.12.	CERTIFICATES	F.2.23	<p>The bidder is required to submit with his bid:</p> <p>a) A valid original SARS Tax Clearance Certificate for the bid or in the case of a Joint Venture the Bidders to submit for each of the JV partners issued by the South African Revenue Services and combined BBBEE certificate.</p>

Heading	Clause	Data
		<ul style="list-style-type: none"> b) The bidder's CIDB Registration Certificate or the JV's CIDB Registration Certificates with an indication of the lead partner. c) BBBEE Status level of Contribution Certificate Where a bidder satisfies CIDB contractor grading designation requirements through joint venture formation, such bidders must submit the above-mentioned Certificates in respect of each partner. d) VAT registration certificate issued by SARS. e) Workman's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993). f) Company/CC/Trust/Partnership Registration Certificate
T1.1.13. OPENING OF BID SUBMISSIONS	F.3.4	The opening of valid bids is as stated in the Bid Notice and Invitation to Bid.
T1.1.14. ARITHMETICAL ERRORS	F.3.9	<p>Replace bullet items with:</p> <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern, b) If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall be corrected and the line item total shall govern, and c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the selected item prices (and their rates if a bill of quantities applies) shall be revised and the total of the prices shall govern to achieve the same tendered total of the prices.
T1.1.15. EVALUATION OF BID OFFERS	F.3.11.1	The procedure for the evaluation of responsive bids is: Evaluation Method 4 (Financial Offer, Quality and Preferences)
	F.3.11.2	<p>Bids will be evaluated in two stages in accordance with the standard bid evaluation Method 4: Financial Offer, Quality and Preferences as follows:</p> <p>STAGE 1: FUNCTIONALITY</p> <p>In order for a bidder to be considered must comply with the eligibility criteria and a bidder must score more than 60 points for functionality in Table 1 to be considered for further evaluation.</p> <p>STAGE 2: FINANCIAL OFFER AND PREFERENCES</p> <p>All the bids that meet the Stage 1 criteria for responsiveness will progress through to the evaluation phase as set out in Returnable Schedule.</p>

Functionality Criteria	Basis for points allocation	Score	Max. Points	Verification Method
Proven track record with respect to the supply, delivery and installation of Ring Main Unit / Mini Substations by means of signed appointment letters accompanied by signed positive reference letter relating to the experience for points to be awarded.	3 or more appointment letters/orders and reference letters/Completion certificate of supply, delivery, and installation of Ring Main Unit / Mini Substations	40	40	Bidders are to provide signed appointment Letter/Orders and signed Reference Letter/ completion certificate of the same project. NB: POINTS WILL BE GIVEN FOR EACH PROJECT WHERE THE TENDERER HAS SUBMITTED ALL THE REQUIRED DOCUMENTS
	2 appointment letters/orders and reference letters/Completion certificate of supply, delivery, and installation of Ring Main Unit /Mini Substations	30		
	1 appointment letter/order and reference letter/Completion certificate of supply, delivery, and installation of Ring Main Unit / Mini Substations	20		
Proposed Key Personnel CV's, Trade Test Certificate/Equivalent in Electrical Engineering and a Certificate of competence in MV Cable Joints and Terminations by accredited institutions	Technicians/Electricians For 3 or more Electricians/Technicians with Trade Test Certificate/Diploma/B Tech in Electrical Engineering and certificate of competence in MV Cable Joints and Terminations	30	30	Bidders must submit the following two documents for each qualified technician/ electrician to score points. Certified copy of Trade test Certificate/Diploma/B Tech in Electrical Engineering and a certified copy of Certificate of competence in terms of MV Joints and Terminations. Certification on documents must not be older 6 months. Copies of certified will not be accepted.
	Technicians/Electricians For 2 Electricians/Technicians with Trade Test Certificate/Diploma/B Tech in Electrical Engineering and certificate of competence in MV Cable Joints and Terminations	20		
	Technicians/Electricians For 1 Electrician/Technician with Trade Test Certificate/Diploma/B Tech in Electrical Engineering and certificate of competence in MV Cable Joints and Terminations	10		
Crane Truck	Logbook or Lease agreement	30	30	Copy of logbook/ copy of lease agreement from the leasing company accompanied by a copy of a logbook of the lessor
Total Points			100	

NOTE: SERVICE PROVIDER THAT SCORES LESS THAN 60 POINTS ON FUNCTIONALITY WILL BE ELIMINATED.

Procurement Preferences

The preference evaluation will be conducted in terms of the Preferential Procurement Regulations 2022 of the Greater Kokstad Municipality. Preference evaluation will be undertaken on the 80/20 basis.

PREFERENCE	80/20	Documents required for verification
GOAL 1 – Ownership- Maximum Points	10	
Business owned 50% or more by black person.	5	▪ Detailed CSD
Business owned 50% or more by black woman.	5	▪ Detailed CSD
GOAL 2 – RDP- Maximum Points	10	
Promotion of business located within KZN province	10	▪ Refer to section J

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.11.3 Scoring Quality

80/20 preference point system will be used to allocate points for bids in this category.

F.3.13.1 Acceptance of Bid Offer

Bid offers will only be accepted if:

- a) the bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services;
- b) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- d) the bidder has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect

f) Has completed the Compulsory Enterprise Questionnaire and that there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process.

T1.1.16. PROVIDE COPIES OF CONTRACTS

F.3.18 Provide copies of the Contract

The Employer will provide the successful bidder, now the Contractor, with one copy of the complete, signed contract document.

T1.2. CONDITIONS OF BID

F.1 General

F.1.1 Actions

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

F.1.2 Bid Documents

The documents issued by the Employer for the purpose of a bid offer are listed in the Bid Data.

F.1.3 Interpretation

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

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

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

- a) **comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents, *or any official in the public service or in the employ of an organ of state, in any bid process;* and
- c) **fraudulent practice** means there is representation of the facts in order to influence the bid process or the award of a contract arising from a tender offer to the detriment of the Employer *or any public entity or organ of state,* including collusive practices intended to establish prices at artificial levels.
- d) **quality ((functionality))** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.
- e) **these conditions of bid** mean *the Standard Conditions of Bid (as published and amended from time to time by the Construction Industry Development Board) and the Employer's Special Conditions of Bid, the latter of which are demonstrated by appearing in italics.*
- f) **bidder** means *any employee, partner, shareholder or director of a commercial entity that responds to the Bid Notice by collecting bid documents.*

F.1.4 Communication and Employer’s agent

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

F.1.5 The Employer’s right to accept or reject any bid offer.

F.1.5.1 The Employer does *not bind itself to accept the highest scoring bid or any other bid, and may in addition* accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a bidder for such cancellation and rejection, but will give reasons for such action upon written request to do so.

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

F.1.6 Jurisdiction

Unless stated otherwise in the Bid Data, each Bidder and the Employer undertake to accept the jurisdiction of the courts of law of the Republic of South Africa.

F.2 Bidder’s rights and obligations

F.2.1 Eligibility

Submit a bid offer only if the bidder complies with the criteria stated in the Bid Data and bidder or any of his principals, is not under any restriction to do business with the Employer.

F.2.2 Cost of bidding

Accept that the Employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of *attending, the site visit and / or clarification meeting(s) and any costs of testing necessary to demonstrate that aspects of the offer satisfy requirements.*

F.2.3 Check documents.

Check the bid documents on receipt for completeness and notify the Employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential, *regardless of whether or not a bid offer is submitted,* all matters arising in connection with the bid. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a bid offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a bid offer, copies of the latest version of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the bid documents by reference.

F.2.6 Acknowledge addenda.

Acknowledge receipt of addenda to the bid documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the Bid Data, to take the addenda into account.

F.2.7 Site visit and clarification meetings

Attend *in person or designate a suitably qualified and experienced person in the direct employ of the bidder to attend the site visit and / or clarification meeting(s)* at which bidders shall familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Bid Data.

F.2.8 Seek clarification.

Request clarification of the bid documents, if necessary, by notifying the Employer at least five calendar days before the closing time stated in the Bid Data. *Any variation or deviation based on a point for which clarity should have been requested may render a bidder's offer unresponsive in terms of Standard Condition F.3.8.*

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the bid offer

F.2.10.1 Include in the rates, prices, and the bided total of the prices (if any) all *costs prescribed as being applicable to the specified pay items as well as all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Bid Data.*

F2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Bid Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative bid offers (including variations and deviations)

- F.2.12.1** Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the tenderer proposes. *Alternative bid offers shall not alter any contingency pay items provided in the bid documents or offer fixed prices (except where such are provided in the postulated pricing schedule) or a fixed price contract.*
- F.2.12.2** Accept that an alternative bid offer may be based only on the criteria stated in the Bid Data or criteria otherwise acceptable to the Employer.
- F.2.12.3** *Bidders may qualify a bid offer (except that no qualification shall be in conflict with Special Condition to Bid F.2.8) but undertake to do so by submitting such qualification in terms of conditions F2.12.1 and F.2.12.2.*

F.2.13 Submitting a bid offer

- F.2.13.1** Submit a bid offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Bid Data.
- F.2.13.2** Return all returnable documents to the Employer *as stated in the Bid Data.*
- F.2.13.3** Submit the parts of the bid offer communicated on paper as an original plus the number of copies stated in the Bid Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the Bid Data. The Employer will hold all authorized signatories liable on behalf of the bidder. *Authorized signatories for bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the bid offer.*
- F.2.13.5** Seal the original of the bid offer as a separate package marking the packages *as stated in the Bid Data.*
- F.2.13.6** Where a two-envelope system is required in terms of the Bid Data, place and seal the returnable documents listed in the bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the bidder's name and contact address.
- F.2.13.7** Seal the original bid offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the bid data.
- F.2.13.8** Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.
- F.2.13.9** *May modify, correct or withdraw his bid offer after submission of the bid offer but before the closing time stated in the bid date, provided that the authorized signatory notifies the Employer in writing.*

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

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

F.2.15 Closing time

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

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Bid Data for any reason, the requirements of these Conditions of Bid apply equally to the extended deadline.

F.2.16 Bid offer validity.

F.2.16.1 Hold the bid offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Bid Data after the closing time stated in the Bid Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Bid Data for an agreed period of time.

F.2.17 Clarification, *modification*, or *withdrawal* of bid offer after submission

F.2.17.1 Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of bid offers. This may include providing a breakdown of rates or prices and correction of *imbalanced rates* or arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the bid offer is sought, offered, or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

F.2.17.2 *Accept that the Employer may, at its sole discretion, accept a less favourable bid from those already received or invite fresh bids if a bidder, at any time after the opening of his bid offer but prior to the signing of a contract based on his bid offer: -*

- *withdraws his bid; or*
- *gives notice of his inability to execute the contract in terms of his bid; or*
- *fails to sign a contract or furnish the performance security within the period fixed in the letter of award or any extended period fixed by the Employer; or*
- *fails to comply with a request made in terms of standard condition F.2.18.1.*

F.2.17.3 *Pay the difference between a less favourable bid offer and his own bid offer in the event that a bidder acts as described in Special Condition F.2.17.2 and/or pay the Employer's wasted and additional costs incurred in inviting fresh bids; provided that the Employer may fully or partly exempt a bidder from the provisions of this special condition if he is of the opinion that the circumstances justify the exemption.*

F.2.18 Provide other material.

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the bid offer, the bidder’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the bidder not provide the material, or satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer’s request, the Employer may regard the bid offer as non- responsive *and may invoke the same remedy for potential additional costs as provided for under special condition F.2.17.3.*

F.2.18.2 *Accept the Employer’s right, at his sole discretion, to appoint suitably qualified persons to report on the financial resources, standing with the South African Revenue Services regarding all taxes, management structure and ownership details of any tenderer and/or to verify the correctness of any information furnished to the Employer in terms of condition F.2.17.1. Comply with the Employer’s request within the time stated in the request. Failure on the part of the tenderer to cooperate with such an inquiry shall entitle the Employer to declare such tender offer as non-responsive.*

F.2.18.3 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests, and analysis

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

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

If requested, submit for the Employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft.

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

F.2.22 Return of other bid documents

If so instructed by the Employer, return all retained bid documents within 28 days after the expiry of the validity period stated in the Bid Data.

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Bid Data.

F.3 The Employer’s undertakings

F.3.1 Respond to clarification.

Respond to a request for clarification received up to five working days prior to the bid closing time stated in the Bid Data and notify all bidders who drew *bid* documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Bid Notice until seven days before the tender closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all bidders who drew bid documents.

F.3.3 Return of bid offers

Return bid offers *withdrawn in terms of F.2.13.9* or received after the closing time stated in the Bid Data, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

F.3.4 Opening of bid submissions

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

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

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Bid Data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the Bid Data and announce the name of each bidder whose technical proposal is opened.

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

F.3.7.1 Determine whether there has been any effort by a bidder to influence the processing of bid offers and instantly disqualify a bidder (and his bid offer) if it is established that he engaged in corrupt or fraudulent practices. *In addition, any such disqualification shall entitle the Employer, at its sole discretion, to impose a specified period during which bid offers will not be accepted from the offending bidder.*

F.3.7.2 *Communicate to other state bid boards, provincial bid boards or parastatal bid boards any bidder disqualified in terms of special condition F.3.7.1.*

F.3.7.3 *Consider rejecting any bid offers received from bidders who are involved in any form of litigation or legal proceedings by or against the Employer.*

F.3.8 Test for responsiveness.

Determine, on opening and before detailed evaluation, whether each bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

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

F.3.9 Arithmetical errors and imbalanced unit rates

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a pricing schedule (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the *unit rate* shall govern, and the *line item* shall be corrected. *However, where* there is an obviously gross misplacement of the decimal point in the unit rate, the unit rate will be corrected.
- Where there is an error in the total of the prices either because of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall *be corrected*.

Check responsive bid offers for imbalanced unit rates and request bidders to consider amending and adjusting any rates declared imbalanced by the Employer while retaining the total of the prices derived after any correction made in terms of this condition to bid.

Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors *or amend/adjust an imbalanced unit rate* in the manner described above.

F.3.10 Clarification of a bid offer

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

F.3.11 Evaluation of bid offers

F3.11.1 General

Appoint an evaluation panel of not less than three *duly qualified* persons. Reduce each responsive bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the Bid Data and described below.

Method 1: Financial offer	1) Rank bid offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked bidder for the award of the contract unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score bid evaluation points for financial offer. 2) Confirm that bids are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all bids offers that fail to score the minimum number of points for quality stated in the Bid Data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all bids offers that fail to score the minimum number of points for quality stated in the Bid Data. 2) Score bid evaluation points for financial offer. 3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for preferencing. 4) Calculate total bid evaluation points. 5) Rank bid offers from the highest number of bid evaluation points to the lowest. 6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences, and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive bid offers using the following formula:

- N_{FO} = W₁ x A where:
- N_{FO} = the number of bid evaluation points awarded for the financial offer.
- W₁ = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Bid Data.
- A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1.	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	A = P/P _m
2.	Lowest price or percentage commission/fee	$A = (1 - \frac{(P - P_m)}{P_m})$	A = P _m /P

Where:

- P_m = the comparative offer of the most favourable bid offer.
- P = the comparative offer of bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

F.3.11.4 Scoring preference

Score preferences claimed in the responsive bids offered according to the method stated in the Bid Data.

F.3.11.5 Scoring total quality, financial and preference offers

Score total of the quality, financial and preference offers in accordance with method 4 of clause F.3.11.1.

F.3.12 Insurance provided by the Employer.

If requested by the proposed successful bidder, submit for the bidder's information the policies and / or certificates of insurance which the Conditions of Contract identified in the Contract Data, require the Employer to provide.

F.3.13 Acceptance of bid offer

F.3.13.1 Accept bid offer only if the bidder satisfies the requirements stated in the Bid Data, *including the legal requirements.*

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

F.3.14 Notice to unsuccessful bidders.

After the successful bidder has acknowledged the Employer’s notice of acceptance, notify other bidders by issuing the intention to award.

F.3.15 Prepare contract documents.

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

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

F.3.16 Issue final contract.

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the Employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the Conditions of Bid require the bidder to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

F.3.19 Delegation of authority

The Employer may delegate any power vested in him by virtue of these Conditions of Bid to an officer or employee of the Employer, provided that such delegation shall be in writing setting out the general or specific powers delegated.

GREATER KOKSTAD MUNICIPALITY

SUPPLY, DELIVERY AND INSATLLATION OF 11KV 630A T3 RING MAIN UNIT OUTDOOR AT FRANLIN

GKM 02-24/25

PART T2

RETURNABLE SCHEDULES

TABLE OF CONTENTS

T2.1. LIST OF RETURNABLE DOCUMENTS.....

T2.1.1. COMPULSORY ENTERPRISE QUESTIONNAIRE

T2.1.2. RECORD OF ADDENDA TO BID DOCUMENTS

T2.1.3. MBD 6.1- PREFERENTIAL PROCUREMENT

T2.1.4. DECLARATION OF COMPETENCY ON HEALTH AND SAFETY REQUIREMENTS

T2.1.5. MBD 8- DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

T2.1.6. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

T2.2. DOCUMENTS FOR BID EVALUATION.....

T2.2.1. SITE INSPECTION CERTIFICATE

T2.2.2. COMPANY REGISTRATION DOCUMENTS AND ID'S OF COMPANY DIRECTORS

T2.2.3. ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE

T2.2.4. LETTER OF GOOD STANDING

T2.2.5. FORM OF INTENT BY BANK OR INSURANCE COMPANY TO PROVIDE GUARANTEE

T2.2.6. CONTRACTOR CIDB CERTIFICATE

T2.2.7. B-BBEE STATUS LEVEL CONTRIBUTOR CERTIFICATE.....

T2.2.9. SCHEDULE OF PLANT, TOOLS AND EQUIPMENT

T2.2.10. SCHEDULE OF THE BIDDER'S RELEVANT EXPERIENCE

T2.2.11. PERSONNEL SCHEDULE

T2.2.12. SCHEDULE OF PROPOSED SUBCONTRACTORS.....

T2.2.13. PROPOSED AMENDMENTS AND QUALIFICATIONS

- T2.2.14. NON COLLUSIVE TENDERING CERTIFICATE
- T2.1.13. CONTRACTORS HEALTH AND SAFETY DECLARATION.....

T2.1. LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.1. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Name of Bidder: _____

Postal Address: _____

Street Address: _____

Telephone Number

Code: _____ Number: _____

Cell phone Number: _____

Facsimile Number Code: _____ Number: _____

Contact Person: _____

E-mail Address _____

Company / Enterprise Income Tax
Reference Number: _____

Has an original Tax Clearance Certificate been attached (MBD2) NO / YES

Vat Registration Number: _____

Company Registration No: _____

Is the Firm registered or does it have a Business Licence(s): (Tick one box)?

YES

NO

If YES, give details and quote relevant Reference numbers and dates

Are you the accredited Representative in South Africa for the
Goods / services offered by you? YES/NO (If YES enclose proof)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

AN COPY TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: _____

Date: _____

Duly authorised to sign on behalf of: _____

Address: _____

Telephone Number: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[]

Contractor

[]

Witness 1

[]

Witness 2

[]

Employer

[]

Witness 1

[]

Witness 2

T2.1.2. RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

[]

Contractor

[]

Witness 1

[]

Witness 2

[]

Employer

[]

Witness 1

[]

Witness 2

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the ~~90/10~~ preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the ~~90/10~~ or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **“tender”**

means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Contractor

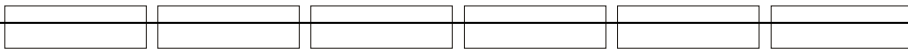
Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.1.4. DECLARATION OF COMPETENCY ON HEALTH AND SAFETY REQUIREMENTS

Bidder to provide a declaration on his competencies in establishing and maintaining a Health and Safety plan as required in terms of the Construction Regulations of 2003 and the Occupational Health and Safety Act (85 of 1993).

In order to demonstrate these competencies, the Bidder is to provide with his bid (and attached to this page as a separate document) brief statements as to a safety plan and how the safety management systems will work and what control procedures they plan on using to ensure safety on the construction site.

The following generic aspects should be covered in the safety plan:

- What administrative procedures the Contractor envisage to use in the implementation and maintenance of the safety plan with reference to the construction site.
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site.
- What control systems the Contractor envisage to implement on site to support his safety program.
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments.
- What external resources the Contractor envisage on using to ensure successful implementation and sustainability of the safety plan.
- What training to employees the Contractor envisage and how he would go about to execute it.
- The Contractor should indicate which competent persons he currently has in his employ or he plans on employing and attach abbreviated Curriculum Vita's of these persons.
- The Contractor should provide proof for the following:
 - Operator's competency certificates
 - Operator's drivers licenses
 - Operator's medical fitness certificates
 - Plant and vehicles roadworthy certificates

DECLARATION BY BIDDER

It is confirmed that an outline of the Health and Safety plan is attached hereto. We further declare that we have the competence and necessary resources to carry out work safely in compliance with the Construction Regulations 2003.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.5. MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are 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. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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'S)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.6. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1. This document (MBD 9) forms part of all *bids 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. 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 Greater Kokstad 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.
 - * all bids: includes price quotations, advertise competitive bids, limited bids and proposals
 - * Bid rigging (or collusive bidding) occurs when business, 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 complete.

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:

GREATER KOKSTAD MUNICIPALITY

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 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 consortium* 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 areas where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention no 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 the awarding of the contract.

* 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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2. DOCUMENTS FOR BID EVALUATION

T2.2.1. SITE INSPECTION CERTIFICATE

As required by the General Conditions of Contract, I/we visited the site of works on the date specified below.

I/We carefully examined the site, plans and contract documents, and have made myself/ourselves fully conversant with all the circumstances likely to influence the construction and cost of the works.

I/We further certify that I am / we are satisfied with the description of the works and the explanation given by or on behalf of the Engineer representative/Client at the inspection, and that I/We understand perfectly the work to be done, as specified and implied, in the execution of the contract.

SIGNATURE BIDDER:

This will certify that..... (Names)

Representing.....(Firm)

Visited the site of the Works for this contract on..... (Date)

Signed:..... (for Client)

Stamped by Client:

T2.2.2. COMPANY REGISTRATION DOCUMENTS AND ID'S OF COMPANY DIRECTORS

**ATTACH
COPIES OF CERTIFIED COMPANY
REGISTRATION DOCUMENTS

AND

CERTIFIED COPIES OF ID'S OF THE MEMBERS
UNDER THIS PAGE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.3. VALID TAX Compliance Status with Verification Pin

**ATTACH COPY OF TAX COMPLIANCE
STATUS AND SARS PIN UNDER THIS
PAGE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.4. LETTER OF GOOD STANDING

ATTACH LETTER OF GOOD STANDING UNDER THIS PAGE

T2.2.5. FORM OF INTENT BY BANK OR INSURANCE COMPANY TO PROVIDE GUARANTEE

ATTACH FORM BANK RATING UNDER THIS PAGE

T2.2.6. CONTRACTOR CIDB CERTIFICATE

Attach a copy of valid Certificate of Contractor Registration issued by the Construction Industry Development Board to this page.

Alternatively the CIDB registration number can be provided as follows:

ENTITY NAME			
CIDB REGISTRATION NO.			
CLASS		CATEGORY	

**ATTACH COPY OF CIDB REGISTRATION
CERTIFICATE UNDER THIS PAGE**

T2.2.7. B-BBEE STATUS LEVEL CONTRIBUTOR CERTIFICATE

**ATTACH CERTIFIED COPY OF B-BBEE
CERTIFICATE OR SWORN AFFIDAVIT UNDER
THIS PAGE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.8. SUB-CONTRACTORS DETAILS

**ATTACH SUB-CONTRACTORS COMPANY
DETAILS UNDER THIS PAGE**

- 1. COMPANY REGISTRATION DOCUMENTS**
- 2. CERTIFIED ID OF THE DIRECTORS OR MEMBERS**
- 3. VALID COPY TAX CLEARANCE CERTIFICATE**
- 4. GREATER KOKSTAD MUNICIPALITY DATABASE NUMBER**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.9. SCHEDULE OF PLANT, TOOLS AND EQUIPMENT

Bidders to furnish with their bids a complete list of the major items of tools, plant and equipment which they propose to use in the work. After his bid has been accepted, the Contractor must satisfy the Project Manager at all times that such plant and equipment, or its equivalent, is available for use.

TYPE OF PLANT	MAKE & DESCRIPTION	NUMBER
CATEGORY 1 – PLANT		
CATEGORY 2 – TOOLS		
CATEGORY 3 – EQUIPMENT		

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

T2.2.10. SCHEDULE OF THE BIDDER'S RELEVANT EXPERIENCE

The bidder is to provide the following information regarding the five largest relevant projects of similar nature (building construction) completed by the bidder during the last five years, in order of contract price. Only experience by the bidding entity, and not by staff members, shall be taken into account.

PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONTRACTOR: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person and Telephone Number	
CONTRACTOR: Contact Person and Telephone Number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONTRACTOR: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	



PROJECT NAME	
EMPLOYER: Contact Person and Telephone Number	
CONTRACTOR: Contact Person and Telephone Number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person and Telephone Number	
CONTRACTOR: Contact Person and Telephone Number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person and Telephone Number	
CONTRACTOR: Contact Person and Telephone Number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

Signed _____ Date _____

Name _____ Position _____

Enterprise Name _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.11. PERSONNEL SCHEDULE

In terms of the Project Specification and the Conditions of Bid, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The bidder shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons			
	Personnel, Part of the Contractor's Organisation		Personnel to be contracted if not available within the employ of the company	
Technicians/ Electrician				

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

T2.2.12.

SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1.			
2.			
3.			
4.			
5.			

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2.14. NON-COLLUSIVE TENDERING CERTIFICATE

WE CERTIFY THAT:

- 1 The Tender submitted herewith is a bona fide Tender that is intended to be competitive.
- 2 We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
- 3 We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
 - 3.1 communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
 - 3.2 enter into any agreement with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted and;
 - 3.3 offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender any act or thing of the sort described above.

IN THIS CERTIFICATE

- 4 'Person' includes any person or anybody or association corporate or incorporate.
- 5 'Any agreement or arrangement' includes any transaction of the sort described above, formal or informal and whether legally binding or not.

Name	
Signature	
In the capacity of	Director / secretary / member / sole proprietor / a partner
Duly authorized to sign tenders for and on behalf of:-	
Name of company (for unincorporated business / firm / partnership) Insert business / trading name	
Registration number	
Address (registered office for limited company (principal place of business for a firm / partnership / sole trader)	
Telephone Number	
Date	

- Note:
- (a) All the particulars above must be completed.
 - (b) Strike out alternatives that are not applicable.
 - (c) For partnership, give full names of all partners here or attach a schedule listing all partners

T2.1.13. CONTRACTORS HEALTH AND SAFETY DECLARATION

In terms of the Clause 4(4) of the Construction Regulations of 2003, a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003.

To that effect a person duly authorized by the bidder must complete and sign the declaration hereafter in detail.

Declaration by the bidder

- I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003.
- I hereby declare that my company has the competent and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer’s Health and Safety Specifications.
- I propose to achieve compliance with the Regulations by one of the following:
 - From my own competent resources YES / NO
 - From my own resources still to be appointed YES / NO
 - From outside sources by appointment of
Competent specialist YES / NO

DECLARATION BY BIDDER

It is confirmed that an outline of the Health and Safety plan is attached hereto. We further declare that we have the competence and necessary resources to carry out work safely in compliance with the Construction Regulations 2003.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

C2.2. BILL OF QUANTITIES

--	--	--	--	--	--

REFER TO ATTACHMENT

GREATER KOKSTAD MUNICIPALITY

SUPPLY, DELIVERY AND INSATLLATION OF 11KV 630A T3 RING MAIN UNIT OUTDOOR AT FRANLIN

CONTRACT NO:

PART C3

SCOPE OF WORK

The work envisaged shall include the following.

- 1.1. Decommissioning of 1 x old and damaged 11Kv 630A T3 Ring Main Unit.
- 1.2. Decommissioned Ring Main Unit to be transported to Electrical Department Stores, 1 Eliot Street, Kokstad. Approximately 33Km to Franklin.
- 1.3. Supply, Delivery, Installation and Connection of 1 x 11Kv 630A T3 Ring Main Unit.
- 1.4. 3 x MV Joints to be carried out.
- 1.5. 3 x MV Terminations to be carried out.
- 1.6. Supply 95mm² x 3 Core PILC Steel Belted Table 19 x 30m.
- 1.7. Supply 9 x 95mm² Ferrules
- 1.8. Supply 9 x 95mm² x 12mm Bimetal Lugs
- 1.9. Supply 3 x MV Splicing Kit
- 1.10. Supply 3 x MV Termination Kit
- 1.11. Construction of 3500mm(L) x 1 500mm(W) x 1000mm(D) plinth with ready mix cement foundation and face brick walls.

2. SPECIFICATIONS

- 2.1. **11KV 630A T3 RING MAIN UNIT OUTDOOR X 1**
 - 2.2. A 12KV SF6 or Vacuum circuit-breaker for protecting transformers and cable connections with the following:
 - a) Normal current – 630A
 - b) Breaking current – 20kA
 - c) Short-circuit making current – 50Ka
 - d) Short-time withstand current – 20-3kA-s
 - e) Steel housing with 3 lockable doors, green in colour.
-

ON OUTAGE DATE

- O&M represented by the Appointed Operator performs the required operating. Makes the area required safe for work and issues a work permit to Construction's appointed Responsible Person.
- Responsible Person ensures asset to be worked on is safe according to regulations and accepts the permit by signing as Responsible Person.
- Responsible Person informs all Construction persons under his supervision of the status of the asset as well as to their specific duties.
- Responsible Person constantly supervises to ensure adherence to ORHVS and general safe working practices during the outage period.
- Completion and handing over.
- Responsible Person ensures that all elements of the asset are as per contract requirement and that all materials, personnel, equipment and machinery are removed to enable safe operation of the asset.
- Responsible Person hands back the asset to the Appointed Operator by signing off the permit after which the Appointed Operator will carry out his function. This is also done in liaison with national control. In the case of a new asset being put into operation, a handing over certificate to O&M by Project Management.

STATUTORY REQUIREMENTS

All activities shall comply with the statutory requirements and where possible within the ambit of the relevant guidelines, inter alia:

- a) The Occupational Health and Safety (OHS) Act 85 of 1993 and Construction Regulation of 2003
- b) The principles of the Distribution Standards (Eskom)
- c) The requirements of the relevant Eskom standards in force at the time of tender i.e. Distribution Standards
- d) The Construction Regulations under Government Gazette No. 25207 of 18 July 2003.

The Contractor is to note that should shortcomings appear in the Eskom standards, these are to be highlighted, and proposals offered, and allowances for changes based on these proposals are to be included in the tender.

All tenderers must make generic Health & Safety Plan and Health & Safety Competency information available to Eskom Risk for evaluation on acceptance of tender or provide relevant documentation indicating accreditation.

C3.1.2.1. **Guarding, Barricades, Lighting and Traffic Intersections**

The Contractor must arrange guarding, barricades, lighting and traffic intersections for work in public roads. This arrangement must comply with the applicable Road Traffic Ordinance, the requirements of the Occupational Health and Safety Act (Act 85: 1993) and the project specification

C3.1.2.2. **Protection of Structures**

In cases where work has to be done in the vicinity of buildings, bridges, tanks or other structures, the Contractor must take all the necessary precautions as required by the Occupational Health and Safety Act (Act 85 : 1993) and the Mines and Industries Act of 1956, (Act 27 : 1956). These precautions shall include shoring where necessary, to ensure the safety of structures which is subject to danger during installation.

C3.1.2.3. **Protection of Surface and Underground Services**

The Contractor must take all the necessary precautions to protect all existing services (meaning services on the site) and he will be held responsible for all damages to these services, caused by his activities. All works and protection arrangements are subject to

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

approval and it must only be done after consulting the owner(s) of the various services. Should a service be damaged, the Contractor must immediately inform the Engineer and the authorities concerned. The Contractor may not repair the damaged service, unless he is instructed to do so.

In cases where no underground services are shown on the drawings or recorded, but the possible presence thereof cannot be discarded, the Contractor must, in conjunction with the Engineer, establish if any such services exist within the applicable site area. The Contractor must in good time complete such investigation before construction may start on the area concerned. A report must be issued to the Engineer who will make the necessary arrangements for the protection, removal or relaying of the services prior to the commencement of any construction work.

Upon the discovery, an underground service previously not indicated on the drawings, this service will be classified as 'n known service and the Contractor will be held responsible for any damages thereof during all further works. In cases where such service is damaged with the initial discovery, the Employer will cover the costs of repairing the service, except if the Employer can prove that the Contractor did not take the necessary precautions and that the damage could have been prevented.

Should the authorities concerned prefer to make the changes or arrangement for protection of services on their own expenses, the Contractor must co-operate with such authorities, and give reasonable access, working area and time to complete the necessary work. Permanent changes to or permanent relaying of services which is necessary to complete the work and which is authorised, will be compensated for, there will be no compensation for work carried out and not previously investigated by the Engineer and for which no written instructions were issued.

C3.1.2.4. Pollution

The Contractor must take all reasonable precautions to the satisfaction of the Engineer to keep dust disturbance, pollution of streams and inconveniences or annoyances to the public (or others) because of the execution of the work, at a minimum.

C3.1.2.5. Safety

The Contractor must, at all times, provide proper and adequate precaution and safety arrangements on site. Should the Contractor fail to comply with this requirement, the Engineer will take the necessary steps to ensure that this requirement is met and any costs incurred will be for the Contractor's account. Complying with this requirement does not exonerate the Contractor of his responsibilities and duties in accordance with the Occupational Health and Safety Act (Act 85 : 1993) and mines and Industries Act of 1956,

(Act 27: 1956). Symbolic safety signs must comply with the applicable requirements of SABS 1186.

C3.1.2.6. Minimum Width of Trenches

The minimum base width of each trench must be wide enough for the cable spacing which is specified in the project specifications. Each trench must be excavated in a way that half the specified width will be left on both sides of the designated centre line of the cable or group of cables. The trench width must be adequate for the proper compacting of the fill materials when backfilling is done.

C3.1.2.7. Backfilling

In trenches containing one or more medium voltage cables the approved fill material must be placed in the trench. Should the project specification require a layer of protective concrete slabs or plastic warning tape, this must cautiously be centred over the medium voltage cable after the first layer of approved uncompressed fill material.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.1.2.8. Transport of Cable Drums

Cable drums must be carefully transported to prevent damage to the cables and to prevent disturbing the cables. Damaged cables will be rejected. Drums may not be off-loaded by simply allowing them to roll off the back of the truck onto the ground. Drums may only be rolled in the direction as indicated by the arrow painted on the drum by the manufacturer. (This will ensure that the correct tension is maintained and prevent the cable from damage later). Every drum may only have one cable length on it. Proper attention must be given to where the drums are to be off-loaded in order to prevent unnecessary moving thereof, eg. at joint locations.

C3.1.2.9. Handling of Drums on Site

Note: It is recommended that a correctly designed spreader must be used to load and unload the drums with a crane.

Every drum must be mounted on jacks or on a cable-drum trailer with a horizontal supporting beam of suitable size and strength to handle the width and weight of the drum. The drum may not be allowed to rotate freely when the cable is rolled off. (Free rotation causes the cable to twist and loosen the windings, which can cause the inside armouring/insulation of the cable to be stretched). The cable must enter the trench from the top of the reel. All cables ends including that left on the drum or in a trench must be sealed to prevent the penetration of moisture into the cable. The free cable end on the drum must be fastened to the side of the drum.

C3.1.2.10. Pulling of Conductors

The conductor may be pulled by hand or by a wrench, but the maximum tension in the conductor as specified by the manufacturer, may not be exceeded. A conductor grip must be used to pull the conductor, but if specified by the project specification, while connecting cables a loop connected to the cable cores and sheathing must be used. A twist connection must be used between the loop and the rope used to pull the cable. In cases where cables have to be drawn around corners, well lubricated skid-plates or special corner rollers must be used. Skid-plates and rollers must be firmly secured and must be inspected regularly throughout the cable laying process to ensure that they work properly.

C3.1.2.11. Ambient Temperatures during Cable Laying

A cable may not be installed at an ambient temperature that:

a) in the case of paper insulated cables, is lower than 10 °C; OR

b) in the case of PVC-insulated cables, is lower than 0 °C.

In situation where the ambient temperature is continuously at a low a temperature, the cable may be installed, with the written approval of the Engineer. Special arrangements are made to keep the cable temperature above the minimum temperature for at least 24 hours before installation.

C3.1.2.12. Cable Bends

No cable bend may have a smaller radius than the minimum radius specified by the cable manufacturer. This radius shall never be less than the radius prescribed by the relevant SABS specification.

C3.1.2.13. Electrical Tests

Acceptance tests must consist of the following.

a) Phase identification test

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

A test must be done to determine if the connections between the end points are correct. All cables must be phased out before connected to the switchgear.

- b) Certificate of compliance should be filled in to detail based on the test done while commissioning.

All medium voltage cables with a rated voltage of up to 22 000 V must be tested according to SABS 540 at the applicable voltages given in table 4 of SABS 97.

The results of tests (b) above must be noted down on test certificates and special attention must be given to thoroughly note down any leakage current during the test in (b) above.

C3.1.2.14. **Electrical Ground point or Earthing**

Earthing must be done in compliance with SANS 10142-1 and SANS 10142-2 "The Wiring of Premises". The earth mat must be 1.0 m x 1.0 m (minimum) constructed from 70mm² solid copper conductor with 100mm grid spacing, connected to the power supply earth bar. Earth rods will be installed at the four corners, if the measured resistances do not meet the earthing requirements. All equipment shall be earthed with 50 x 3mm copper bars to the earth bar.

C3.1.3. **COMPLIANCE WITH ACT**

The complete installation shall be in accordance with the Occupational Health and Safety Act (Act 85, 1993). The Contractor's attention is drawn to the requirements of SANS 10142 Part 2 and the Contractor must have a registered person in employment to act as his Engineer and sign off the required documentation.

C3.1.3.1. **Testing**

The Engineer shall test the electrical equipment in the factory and all equipment necessary to test the performance and operation of the equipment must be provided. The detailed test procedures and requirements are given in the relevant sections.

After completion of the installation and putting into proper operation of the substation, the Contractor will be required to make suitable arrangements for the testing of the switchgear supplied under this contract, in the presence of the Engineer or his representative, so as to determine whether they are in compliance with the guaranteed figures submitted by the Contractor. The installation must be in operation for at least a week before this handing over inspection will take place.

Before the Engineer is called to witness any testing, in the factory or on site, the Contractor must test/commission the equipment/installation on his own. In the case of commissioning, the results of the commissioning must be handed to the Engineer prior to the taking over inspection. The Contractor must submit his commissioning reporting format to the Engineer for comment/approval and the Engineer must accept the completed report with commissioning results before arrangements for hand-over inspection will be made.

The contractor must make provision in his pricing for these factory tests, commissioning tests, as well as the hand-over tests.

C3.1.4. **DRAWINGS**

C3.1.4.1. **Drawings**

The drawings submitted to tenderer is for information purposes only but not limited to. The Contractor will have to price in their tender submission pricing to undertake the design drawings for construction purposes in MicroStation drawing format including retic master voltage drop simulation studies unless otherwise stated by the Client/ Engineer. All the information produced/supplied by the Tenderer/Contractor shall be the intellectual property of the Client. All drawing information shall be supplied to the Engineer in Microstation drawing dgn format version V8i and the voltage drop simulation studies in retic master format in version

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

22. The pricing shall also include any necessary survey works in picking the existing infrastructure on site including any field work and any other design work required to produce the above-mentioned required info for Construction and as per Engineer's requirements.

C3.1.5. AS-BUILT DRAWINGS AND INFORMATION

All information in possession of the contractor that is required by the Engineer in order to complete the as-built drawings (A0 colour hard copies x 3 sets with back ground image, soft drawings in pdf and Microstation drawing dgn format), all test certificates, inspections & quality checking info as per Eskom & Client requirements and to prepare a completion report for the employer must be submitted to the Engineer before a Certificate of Practical Completion will be issued for the works.

C3.2. PROCUREMENT

C3.2.1. SUB-CONTRACTING

As required by Clause 8 - 4 of the Conditions of Contract, the contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the employer or selected by the contractor) on his behalf. The engineer will not liaise directly with any sub-contractor, nor will he become involved in any problems and / or disputes related to payments, programming, workmanship etc, unless provided for in the Conditions of Contract. Such problems and / or disputes shall remain the sole concern of the contractor and his sub- contractors.

C3.3. CONSTRUCTION

C3.3.1. STANDARD SPECIFICATIONS

Although not bound in, nor issued with this document, the following standardized specifications shall also form part of the contract document and, notwithstanding the provisions of Sub-clause 2.2 of SANS Clause 8, the additions specified below shall apply.

SANS 1200 Series, and in particular:

SABS 1200 A	:	General
SABS 1200 AA	:	General (small works)
SABS 1200 AB	:	Engineer's Office
SABS 1200 C	:	Site Clearance
SABS 1200 DB	:	Earthworks (pipe trenches)
SABS 1200 DM	:	Earthworks (roads, subgrade)
SABS 1200 G	:	Concrete (Structural)
SABS 1200 LB	:	Bedding (pipes)

Model Preambles of Trades - 1999 Edition

All building works shall be in accordance with the "Standard Preambles of Trades". The abovementioned documents may be viewed at the offices of the Engineer and is available from:

South African Bureau of Standards
Private Bag X 191
PRETORIA
0001

and

South African Quantity Surveyors Association
P. O. Box 3527

HALFWAY HOUSE
1685

C3.3.2. ITEMS NOT COVERED IN THE SPECIFICATIONS

Some of the items in the Schedule of Quantities may not be covered by the Standard Specifications. These items are detailed on the drawings or described in the Schedule of Quantities. The rates tendered must include all labour material etc. No additional payments will be considered.

C3.4. HEALTH AND SAFETY SPECIFICATIONS

C3.4.1. CLIENT RESPONSIBILITIES

The health and safety specifications are prepared to discharge the client's responsibilities in terms of the Occupational Health and Safety Act, Act No. 85 of 1993 (OSHACT) and the attendant regulations. The most noteworthy of these regulations are the Construction Regulations (GNR 1010 of 18 July 2003), the General Administrative Regulations (GNR 929 of 25 June 2003) and the General Safety Regulations (GNR 1031 of 30 May 1986 and subsequent amendments).

A health and safety specification is a documentation of all the health and safety requirements pertaining to the construction works so as to ensure health and safety of affected persons.

In terms of the Construction Regulations attached to the OSHACT the client is responsible for:

- Preparing a documented health and safety specification for the construction work and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same.
- promptly providing the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work.
- appointing each principal contractor in writing for the project or part thereof on a construction site.
- taking reasonable steps to ensure that each principal contractor's health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month.

- stopping any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.
- ensuring that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely.
- ensuring that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- ensuring that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

The contractor shall discuss and negotiate with the principal contractor the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.

The contractor shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.

No client shall appoint a principal contractor to perform construction work unless the client is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.

The client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.

No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

C3.4.2. OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

C3.4.2.1. The purpose of the Occupational Health and Safety Specification

The purpose of the Occupational Health and Safety Specification (OHSS) is to assist contractors to achieve compliance with the Occupational Health and Safety law, in order to reduce incidents and injuries. The OHSS will be implemented during the construction of this project or any construction activity that the Employer has control over.

The OHSS is a performance specification to ensure that the Employer and any bodies that enter into formal agreements with the Employer viz. Agents, Consultants, Principle Contractors and Sub-Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHSS such as hazard identification and risk assessment action plan or any other form of communication from the Employer shall be construed as an acceptance by the Employer of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the Employer which may result from the Contractor failing to comply with the OHSS, i.e. the Contractor remains responsible for achieving the required performance levels.

C3.4.2.2. Implementation of the Occupational Health and Safety Specification

This OHSS forms an integral part of the Contract, and Contractors are required to make it an integral part of their Contracts with Sub-Contractors and Suppliers. It will be disseminated by the Employer to persons responsible for the design of the infrastructure works, who will

ensure that it is included in the Tender Document(s) issued to prospective Contractors. The prospective Contractors shall incorporate the requirements of the OHSS in their submission of tenders to the Employer. Some of the requirements of the OHSS are detailed in Annexure A.

This specification must be read in conjunction with the Occupational Health and Safety Act, Act No 85 of 1993 (as amended), the Regulations as published in Government Notice No R 1010 of 18 July 2003, the General Administrative Regulations as published in Government Notice No R 929 of 25 June 2003, as well as the General Safety Regulations published in Government Notice No. R 1031 of 30 May 1986, as amended. If blasting is to be conducted on site the Explosives Regulations published in Government Notice No. R 109 of 17 January 2003, would become applicable. It is noted that blasting, at the time of tender, will not be required.

These documents are obtainable as one publication entitled "Occupational Health and Safety Act and Regulations, 85 of 1993 (Full Version) Third Edition" published by Lexis Nexis Butterworths, 215 North Ridge Road, Morningside, 4001, Durban, KwaZulu-Natal.

C3.5. ENVIRONMENTAL MANAGEMENT PLAN FOR THE CONSTRUCTION PHASE

C3.5.1. CONSTRUCTION PHASE MANAGEMENT PROGRAMME

The management criteria, objectives and actions are organized in this document according to generic groups of activities that are similar in nature. In reality, some of these may vary with different activities and environmental aspects.

C3.5.1.1. Site Establishment and Method Statements

The Engineer and Contractor shall discuss the site establishment. The Contractor shall plan the site layout and establishment in detail, including the production of a sketch plan showing the construction site layout designed to avoid the impacts discussed further on. This plan must be approved by the Engineer prior to construction commencing. Thereafter, the Contractor shall provide all method statements detailing the construction programme, methods and associated plant. These details must be approved before construction commences. Any changes to a proposed method that could have significant environmental consequences shall be agreed upon with the Engineer first, before proceeding with the change.

The boundaries of each individual active construction areas are to be determined and pegged at the initial site meeting. Since portions of construction will occur in a populated rural area, it is important to ensure that the active construction areas are fenced/barrier taped to prevent unauthorized access to the construction site. Local residents must be informed of the proposed development and the potential dangers associated with the construction i.e. open excavations, wet cement, construction materials. Similarly, construction personnel are to be informed that encroachments into surrounding lands will carry severe penalties.

C3.5.1.2. Transport of Materials, Equipment and Staff to Site

This section of the EMP covers the issues associated with the transport of construction material, equipment and staff to and from the site. The aim of this component of the EMP is to ensure that the transport activities associated with the project do not impact significantly on the environment and the surrounding residents.

- Access to the construction sites will be via existing roads. The contractor will monitor the condition of the road in the vicinity of the construction areas and should the road be damaged due to construction activities, the road will be repaired within two days of detection/complaint/notification.

- Equipment lay-down areas and material storage areas must be discussed and agreed to with the neighboring landowners and specified in the Site Establishment Plan for each individual construction site.
- Lay-down and material storage areas must be located away from the banks of rivers to avoid any contaminated stormwater runoff from entering the rivers. In addition, stormwater diversion berms or cut-off trenches must be constructed around the lay down areas.
- All potentially hazardous materials i.e. fuels, oils and chemicals, will be stored in an acceptable manner. In addition, all hazardous material storage areas will be banded, with a minimum of sandbags.
- In the event of a spill of construction material, either hazardous or non-hazardous, the material must be contained in an area as small as possible. The spilled material must then be removed and disposed of in a legally acceptable manner. In the event of hazardous material spillage and cleanup, a safe disposal certificate will be required. In the event of a spill the Engineer must be notified immediately. Drivers will reduce speed and exercise caution due to pedestrians and other road users, especially in the vicinity of the construction site.
- The majority of the construction will take place adjacent to existing roads and, as such are utilized on a regular basis, throughout the day and night, by local residents. The contractor must ensure that the roads adjacent to construction areas are kept clear at all times and not blocked by construction vehicles or equipment. Should a road closure be required during the contract this must be discussed with the Department of Transport and the local community.

C3.5.1.3. Excavation and Storage

This section of the EMP deals with the earthworks to be undertaken during the construction period. The aim of this component of the EMP is to ensure that the area of impact due to construction is minimized and all material excavated during construction is stockpiled in an appropriate manner.

- The area of disturbance for the laying of pipes should be limited to 3m. Where possible woody vegetation must be trimmed back instead of removed and the pipelines must be diverted around large trees. The area of disturbance for construction of the reservoir is to be limited to the minimum extent necessary.
 - The topsoil (top 30mm of the soil) must be excavated and stockpiled separately.
 - The subsoil excavated and stockpiled adjacent to the trench.
- The stockpiles must be positioned away from the banks of rivers and streams to prevent soil-laden run-off from draining directly into the watercourses. Long-term stockpiles must be stabilized to at least a 1:4 slope that are not longer than 20m.
- Any blasting or jackhammer operation will be limited to times when air movement is minimal and site operating hours (at present no blasting is anticipated, however it may be necessary in areas with rocky substrates).
- The flow of water in any river must not be stopped during construction. Any activity requiring a temporary stoppage in the flow of water must be discussed in detail at the preliminary site meeting and a detailed method statement provided. Under normal construction conditions the water must be diverted around the construction site.

- Material that is excavated may either be used in final site rehabilitation or must be disposed at a suitable spoil area. The Contractor, in consultation with the Site Engineer, will identify a suitable spoil area.

C3.5.1.4. Construction

This section of the EMP deals with the construction and associated activities on the site. The aim of this component of the EMP to manage all possible impacts that may arise during the construction of the trash trap.

- All activities for construction e.g. concrete production will be located away from riverbanks with cut-off trenches or stormwater diversion berms constructed to ensure that any contaminated run-off does not drain directly into rivers.
- Water required for construction activities may be obtained from the river, however no water for domestic use may be abstracted from the river due to the risk of cholera in the area.
- All waste i.e. construction and general, generated by activities on the site will be disposed of in a waste disposal area to be designated in the Site Establishment Plan. The area is to be equipped with suitable containers i.e. skips or bins, of sufficient capacity. The contents of the skips/bins will be disposed of at a permitted waste disposal facility when they have reached capacity.
- No fires will be allowed on site. All cooking undertaken on the site must be done on gas equipment.
- The Contractor will provide temporary ablution facilities i.e. chemical toilets, for construction workers for the duration of the contract. These toilets must be located away from the river. Workers must be warned that severe penalties will be imposed if they do not utilize the facilities provided.
- The construction site is to be kept neat and tidy i.e. good housekeeping practices to be implemented.

C3.5.1.5. Site Rehabilitation and Re-vegetation

This section of the EMP deals with the site rehabilitation and re-vegetation after construction is complete.

- On completion of construction, all unused material and waste must be removed from the site.
- All erosion protection and prevention measures must be implemented as per the design requirements.
- All excavated material not utilized during the rehabilitation process must be disposed of at an appropriate spoil site.
- Disturbed area where construction or related activities have occurred will be re-vegetated, where appropriate. These will be ripped and scarified before rehabilitation commences. The following grassing specification must be used during the re-vegetation of the site:
 - fertilizer - Standard 2:3:3 (N:P:K) fertilizer shall be used on the site
 - - Rate of Application – 200kg/hectare
 - grass seed mix - Eragrostistef (Teff) (5kg/ha)
 - - Eragrostiscurvula (Weeping lovegrass) (10kg/ha)
 - - Chlorisgayana (Rhodes grass) (10kg/ha)

- Digitariaeriantha (Smuts fingergrass) (5kg/ha)
- irrigation - 25mm of irrigation per day until 60% ground cover achieved.
- The seeding method recommended for re-vegetation is hand broadcasting, due to the small area to be re-vegetated. No trees or shrubs will be replaced during the re-vegetation process.
- All alien invasive plant species in the vicinity of the site must be removed prior to reinstatement and re-vegetation of the site. This will assist in the establishment of the new vegetation.
- The progress of the re-vegetation must be monitored on a regular (monthly) basis until at least 85% cover is achieved with no areas in excess of 0.04m² remaining un-vegetated.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.1.6. Working Hours

Portions of the construction site is located within populated rural areas, therefore all activities in the areas will be limited to between 07h00 and 17h00 during weekdays. Any work to be undertaken on weekends will be subject to the standard conditions a laid down in the contract document. These working hours will be strictly enforced and no loitering of Contractor's staff will be allowed after hours, except any security personnel appointed by the Contractor.

Due to the remote location of the site accommodation may be provided. The method for the hiring of labour, if required, will be confirmed during the facilitation process.

C3.5.1.7. Complaints

A procedure for lodging of complaints must be established and this must be communicated to the surrounding residents.

- Within 24 hours the Contractor will report to the Project Manager the occurrence or detection of any incident at the site, or incidental to the operation of the site which has the potential to cause, or has caused water pollution of the environment, health risks or nuisance conditions or which is a contravention of the authorization conditions.
- Within 7 working days (or a shorter period of time) from the occurrence or detection of any incident, an action plan will be submitted, with a detailed time schedule giving measures taken to:
 - Correct the impacts of the incident.
 - Prevent the incident from causing any further impacts; and
 - Prevent a recurrence of a similar incident.

An incident report and complaints register is to be kept and made available to the site engineer.

C3.5.1.8. Compliance with Environmental Specification

The contractor is deemed not to have complied with the Environmental Specifications if:

- Within the boundaries of the site, site extensions and access roads there is evidence of contravention of clauses.
- Environmental damage occurs due to negligence.
- The contractor fails to comply with corrective or other instructions issued by the Project Manager or Clerk of Works within a specified time period.
- The contractor fails to respond adequately to complaints from the public.

Application of a penalty clause will apply for incidents of non-compliance. The penalty imposed will be per incident. Unless otherwise stated in the project specification, the penalties imposed per incident or violation will be as follows:

Incident/ Violation	Penalty
Failure to stockpile material correctly	R 1 000
Pollution of water bodies	R 3 000
Failure to control stormwater runoff	R 1 500
Failure to provide adequate sanitation	R 3 000
Unauthorized removal / clearing of vegetation	R 10 000
Failure to provide adequate waste disposal facilities and services	R 5 000
Failure to reinstate disturbed areas within specified time period	R 3 000
Failure to rehabilitate disturbed areas within 3 months of completion	R 5 000
Any other contravention of the environmental specification	R 1 000

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

1. **Definitions**
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language

- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. Transfer of contracts
- 34. Amendments of contracts
- 35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the Vendor under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignee’s store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 ” **Force majeure**” means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “**GCC**” means the General Conditions of Contract.
- 1.15 “**Goods**” means all of the equipment, machinery, and/or other materials that the Vendor is required to supply to the Purchaser under the contract.
- 1.16 “**Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “**Local content**” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “**Order**” means an official written order issued for the supply of goods/works or the rendering of a service.
- 1.20 “**Project site**” where applicable, means the place indicated in bidding documents.
- 1.21 “**Purchaser**” means the Institution purchasing the goods/works and/or service.
- 1.22 “**Republic**” means the Republic of South Africa.
- 1.23 “**SCC**” means the Special Conditions of Contract.

1.24 **“Services”** means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Vendor covered under the contract.

1.25 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.

2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Vendors, services or works.

2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the Purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of Contract Document and Information; Inspection

5.1 The Vendor shall not, without the Purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 5.2 The Vendor shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Vendor's performance under the contract if so required by the Purchaser.
- 5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.
- 5.5 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

6. Patent Rights

- 6.1 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

7. Performance Security

- 7.1 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Vendor's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - b) A cashier's or certified cheque.
- 7.3 The performance security will be discharged by the Purchaser and returned to the Vendor not later than thirty (30) days following the date of completion of the Vendor's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspection, Tests and Analysis

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the Purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

- 9.1 The Vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

10. Delivery and Documents

10.1 Delivery of the goods shall be made by the Vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Vendor are specified in SCC.

10.2 Documents to be submitted by the Vendor are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

13.1 The Vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this contract;
- e) training of the Purchaser's personnel, at the Vendor's plant; and /or
- f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the Vendor for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Vendor for similar services.

14. Spare Parts

- 14.1 Specified in SCC, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:
- a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract; and
 - b) in the event of termination of production of the spare parts:
 - i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Vendor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser’s specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.
- 15.5 If the Vendor, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Vendor under this contract shall be specified in SCC.
- 16.2 The Vendor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Vendor.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The Vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

20. Subcontractors

- 20.1 The Vendor shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Vendor from any liability or obligation under the contract.

21. Delay in Vendor's Performance

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor in accordance with the time schedule prescribed by the Purchaser in the contract.

- 21.2 If at any time during performance of the contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required or the Vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the Vendor's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the Vendor.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/or to perform the services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for Default

- 23.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, may terminate this contract in whole or in part:

- a) if the Vendor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21.2,

- b) if the Vendor fails to perform any other obligation(s) under the contract; or
- c) if the Vendor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/works and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

23.3 Where the Purchaser terminates the contract in whole or in part, the Purchaser may decide to impose a restriction penalty on the Vendor by prohibiting such Vendor from doing business with the public sector for a period not exceeding 10 years.

23.4 If a Purchaser intends imposing a restriction on a Vendor or any person associated with the Vendor, the Vendor will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the Vendor fail to respond within the stipulated fourteen (14) days the Purchaser may regard the intended penalty as not objected against and may impose it on the Vendor.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the Purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the Vendor and / or person restricted by the Purchaser.
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of Vendors or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Countervailing Duties and Rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract as a result of an event of Force Majeure.

25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination on Insolvency

26.1 The Purchaser may at any time terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the Purchaser and the Vendor in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Vendor may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the Purchaser shall pay the Vendor any monies due the Vendor.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

a) the Vendor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Vendor to pay penalties and/or damages to the Purchaser; and

b) the aggregate liability of the Vendor to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the Vendor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign Vendor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

32.2 A local Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Purchaser must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. Transfer of contract

33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendments of contracts

34.1 No agreement to amend or vary a contract or order or conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing

35. National Industrial Participation Programme

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

35.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

36. Prohibition of Restrictive Practices

36.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the Purchaser, has / have engaged in the restrictive practice referred to above, the Purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

36.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the Purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.