

CITY OF MBOMBELA

Tender No. 361/2021

CLOSING DATE: 23 NOVEMBER 2021 AT 11:00AM

**APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPAIR OF ELECTRICAL INFRASTRUCTURE IN
DRUM ROCK COUNTRY ESTATE FOR CITY OF MBOMBELA**

CIDB GRADING: 3 EP AND HIGHER

PROCUREMENT DOCUMENT

**(Based on GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS Third
Edition (2015))**

MARCH 2021

Issued by:

**CITY OF MBOMBELA
1 NEL STREET
MBOMBELA
1200**

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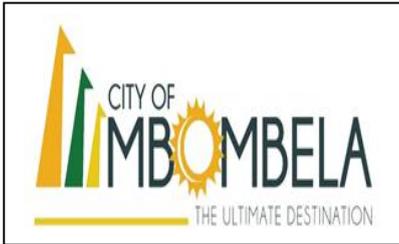
Prepared by:

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Project manager
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(013) 759 0944

Name of tenderer:



CITY OF MBOMBELA

361/2021

APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPAIR OF ELECTRICAL INFRASTRUCTURE IN DRUM ROCK COUNTRY ESTATE FOR CITY OF MBOMBELA

Contents

Number Heading

THE TENDER

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract data

C1.1 Form of offer and acceptance

C1.2 Contract data
 Part 1 – Data by the *Employer*
 Part 2 – Data by the *Contractor*

C1.3 Form of Guarantee

Part C2: Pricing data

C2.1 Pricing assumptions

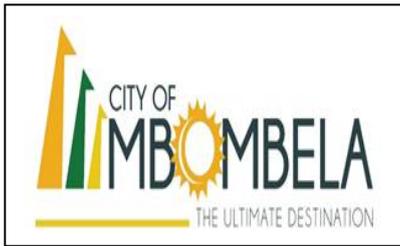
C2.2 Bill of Quantities

Part C3: Scope of work

C3 Scope of work

Part C4: Site Information

C4 Site Information



CITY OF MBOMBELA

361/2021

APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPAIR OF ELECTRICAL INFRASTRUCTURE IN DRUM ROCK COUNTRY ESTATE FOR CITY OF MBOMBELA

T1.1 Tender Notice and Invitation to Tender

City of Mbombela invites tenders electrical contractors for repair of electrical infrastructure in drum rock country estate for City of Mbombela.

Tenderers should have a **CIDB contractor grading of 3EP of Higher**.

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 9 November 2021 on the e-Tenders: www.etenders.gov.za and www.mbombela.gov.za on the tenders and notices folder, free of charge.

Duly completed bid documents and supporting documents which are, CERTIFIED ID COPIES OF BUSINESS OWNERS, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE, RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RES FROM A RECOGNISED AUTHORITY OR LEASE AGREEMENT (WHERE APPLICABLE) FOR BOTH THE BUSINESS DIRECTORS AND COMPANY, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "BID NO.: 361/2021, APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPAIR OF ELECTRICAL INFRASTRUCTURE IN DRUM ROCK COUNTRY ESTATE FOR CITY OF MBOMBELA, CLOSING DATE: 23 NOVEMBER 2021" with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

A compulsory briefing session will be held at 1 Nel Street, Mbombela Civic Centre Community Hall on 16 November 2021 at 10:00am. After the session, prospective bidders will be led by the project manager to the site. Bidders will be expected to use their own transport from Mbombela Civic Centre to Drum Rock.

Only locally produced / manufactured **low voltage cables and copper earth wires**) will be considered with a minimum stipulated threshold of **90%** on local production and content and **100%** minimum stipulated threshold on **low voltage distribution kiosks**.

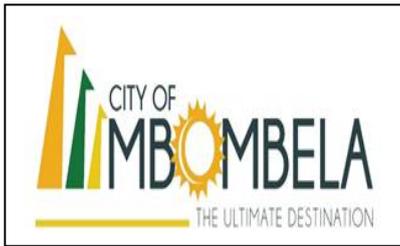
Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted nor considered

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2017, where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE status level of contribution.

Procurement Enquiries : Christopher Nkambule
Tel: 013 759 2358
Technical Enquiries : AWJ Landsberg
Tel: 013 759 9440
Employer : The Municipal Manager: Mr. W Khumalo
City of Mbombela
Po Box 45; Mbombela; 1200

VISIT OUR WEBSITE: www.mbombela.gov.za

NB: the results of this bid will be published on council's website as prescribed on section 75(1) (g) of the MFMA and section 23© of the SCM Regulations



CITY OF MBOMBELA

361/2021

TENDER FOR THE APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPAIR OF ELECTRICAL SERVICE IN DRUM ROCK COUNTRY ESTATE

T1.2 Tender Data

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender, that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
3.1	The Employer is: City of Mbombela, 1 Nel Street, Mbombela, 1200
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Form of guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.4	The employer's agent is: NONE
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall not be applied
4.1.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>a) CIDB registration</p>

Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **3 EP or higher** class of construction work, are eligible to have their tenders evaluated.

Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.

For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.

Grading Designation	Tender Value Limit
5 EP	R 10 m
6 EP	R 20 m
7 EP	R 60 m
8EP	R 200 m
9 EP	No Limit

Joint Ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the **3 EP** class of construction work; and
- the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3 EP** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

b) Key Personnel

In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms U of the Returnable Schedules.

Individuals must be identified for each of the key personnel listed under Forms U. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms U with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.

The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with ECSA.

Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.

Failure to comply with the requirements or to complete Form U may render the tender non-responsive.

c) National Treasury Central Supplier Database

Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.

4.6	Failure to apply instructions contained in addenda may render a tenderer's offer nonresponsive in terms of Condition of Tender 5.8.
4.8	A compulsory briefing session will be held at 1 Nel Street, Mbombela Civic Centre Community Hall on 16 November 2021 at 10:00am. After the session, prospective bidders will be led by the project manager to the site. Bidders will be expected to use their own transport from Mbombela Civic Centre to Dram Rock.
4.10	Tenderers are required to state the rates and currencies in South African Rand (ZAR)
4.11	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or correct errors made by the tenderer and ensure all signatories to the tender offer initial all such alterations.
4.12	No alternative tender offers will be considered
4.13	Telephonic, telegraphic, telex, facsimile or e-mailed tender's offers shall not be accepted.
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance.
4.15	BID CLOSING DATE: 23 November 2021 @ 11:00
4.16.1	The tender offer validity period is 12 weeks .
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: <ul style="list-style-type: none"> a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9, such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.
5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue addenda until 5 working days before tender closing time.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	Arithmetical errors, omissions, discrepancies and imbalanced unit rates Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern. Check responsive tender offers for: <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates. Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers. Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:

	<p>a) If bills of quantities or pricing schedules 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 govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</p> <p>b) 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 total of the prices shall be corrected.</p> <p>c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</p> <p>Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.10	<p>A bid not complying with the mandatory requirements stated hereunder will be regarded as "Non Responsive", and as such will be rejected/disqualified for further evaluation (Functionality)</p> <ul style="list-style-type: none"> • Proof or Active CIDB contractor grading designation of 3EP or higher • Submit copy of CSD Registration FULL report, summery will not be accepted. • Submit copy of Tax Compliance Status. • Submit copy of B-BBEE Certificate. • Submit Joint venture agreement and power of attorney in case of JV. • Authority for Signatory, duly signed and dated original or certified copy on the Company Letterhead. (this if for businesses owned by more than one director/member) • Submit Municipal rates and taxes clearance from relevant local authority / proof or res from a recognised authority / lease agreement for both the business and all its directors / members. • Fully completed and signed were applicable Form A-Q Returnable Schedules. (disqualifying factor) • Submit relevant Letter of Good Standing for electrical works (COIDA) • Fully Completed and signed Form of Offer. • Fully Completed Bill of Quantities.
5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 2: Quality, Financial Offer and Preference.</p> <p>In the case of a functionality, price and preference:</p> <ol style="list-style-type: none"> 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data. 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation. 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in below. <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula</p> $A = (1 - \frac{(P - P_m)}{P_m})$ <p>and W_1 equals:</p>

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$.

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

5.11.8

Scoring preferences.

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:

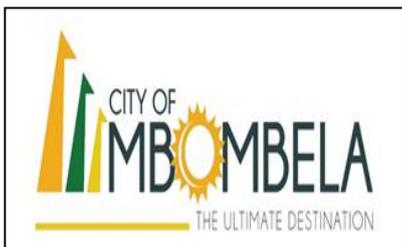
B-BBEE Status Level of Contributor	Number of Points for Financial value up to and including R50 000 000.00	Number of Points for Financial value above R50 000 000.00
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

Eligibility for preference points will be determined as follows:

- A tenderer's scorecard shall be a B-BBEE Verification Certificate issued in accordance with the revised Notice of Clarification published in the Notice 444 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry; and
- The scorecard shall be submitted as a certificate attached to Returnable Schedule Form D; and
- The certificate Shall:
 - Be an original or an original certified copy of the original; and
 - Have been issued by a Verification Agency accredited by the South African National Accreditation System (SANAS); or
 - Have been issued prior to 30 September 2016 by a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA); or
 - Have been issued prior to 30 September 2016 by a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA); or
 - Be valid at the tender closing date; and
 - Have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15); and
 - Compliance with any other information requested to be attached to Returnable Schedule Form D; and
 - If a tenderer claims a preference score without submitting an acceptable Verification Certificate(s) and/or all of the information in compliance with Returnable Schedule Form D, a period of 1 (one) working day will be granted to submit this information; and
 - Failure to submit a valid Verification Certificate(s) and/o all the information in compliance with Returnable Schedule Form D, will result in the award of 0 (zero) points for preference; and

	<ul style="list-style-type: none"> □ In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted, as well as a valid B-BBEE Verification Certificate for each member of the JV; and □ If the tender documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, 0 (zero) points for preference will be awarded, unless the intended sub-contractor is an EME that has the capability to execute the sub-contract. 																					
5.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1" data-bbox="316 495 1380 875"> <thead> <tr> <th>Quality criteria</th> <th>Maximum number of points</th> <th>Returnable Schedule Form</th> </tr> </thead> <tbody> <tr> <td>Experience on previous contracts of a similar scope (over last Five years)</td> <td>39</td> <td>Form R</td> </tr> <tr> <td>Plant and Equipment</td> <td>23</td> <td>Form S</td> </tr> <tr> <td>Financial Reference</td> <td>18</td> <td>Form T</td> </tr> <tr> <td>Key Personnel</td> <td>15</td> <td>Form U</td> </tr> <tr> <td>Project Programme</td> <td>5</td> <td>Form V</td> </tr> <tr> <td>Maximum possible score for quality (Ms)</td> <td>100</td> <td></td> </tr> </tbody> </table> <p>“(d) Tender offers will only be considered responsive if the minimum quality requirement of 70 points is achieved.</p> <p>Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed above. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient is provided, zero points will be awarded for that particular item.</p> <p>Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.</p>	Quality criteria	Maximum number of points	Returnable Schedule Form	Experience on previous contracts of a similar scope (over last Five years)	39	Form R	Plant and Equipment	23	Form S	Financial Reference	18	Form T	Key Personnel	15	Form U	Project Programme	5	Form V	Maximum possible score for quality (Ms)	100	
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5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders 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; the tenderer has not: <ol style="list-style-type: none"> 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) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) the tenderer is a registered with labour departmental j) the tenderer had not alter this bid document 																					

5.14	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Use of erasable ink will render such a tender offer unresponsive.
5.15	Do not make any alterations or additions to the tender 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 and will render such a tender offer unresponsive.
5.16	All request shall be in writing
6.1	<p>6.1 Termination of the Contractor's Employment by the Employer</p> <p>6.1.1 The Employer will be entitled to terminate the Contractor's employment under this Contract if the Contractor defaults in one or more of the following respects:</p> <ul style="list-style-type: none"> (i) persistently does not proceed with the work in a regular and timely manner despite several notices in respect thereof; (ii) fails without reasonable cause to commence the work despite receiving a notice from the Contract Administrator to commence the work; (iii) suspends performance of the work before issue of the final completion certificate without valid grounds as provided in this contract; (iv) persistently refuses or neglects to comply with a notice or an instruction from the Contract Administrator; (v) does not provide the Performance Security within the time provided in the contract; and/or (vi) subcontracts out any work without prior written consent from the Contract Administrator. <p>6.1.2 The Contract Administrator may give a written notice to the Contractor stating clearly the default. In the notice, the Contract Administrator must also instruct the Contractor to rectify the default and must warn the Contractor of the possibility of a termination if the default is not rectified.</p> <p>6.1.3 If following the notice, the Contractor does not rectify the default within 14 days as from the date the Contractor receives the notice, the Employer may then terminate the Contractor's employment under this contract in writing within seven days after the expiry of the 14 days' notice period.</p>
6.2	<p>6.2 Termination of the Contractor's Employment by the Contractor</p> <p>6.2.1 If the Employer does not pay the amount due to the Contractor in accordance with the provisions of this contract, then the Contractor may give a written notice to the Employer for non-payment. The Contractor may warn the Employer of the possibility of a termination or suspension if the amount due to him is not paid.</p> <p>6.2.2 If following the notice, the Employer does not effect payment within 30 days from the date of receipt of the notice, the Contractor may then either:</p> <ul style="list-style-type: none"> (i) suspend the work by giving a written notice to suspend work not later than 7 days after the 30 days' notice period; or (ii) terminate the Contractor's employment under this contract which must be done in writing not later than 7 days after the expiry of the 30 days' notice.



CITY OF MBOMBELA

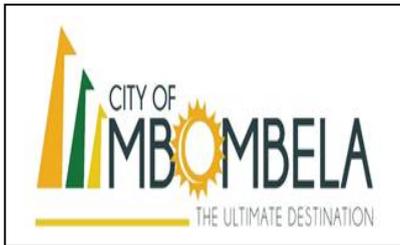
361/2021

TENDER FOR THE APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPAIR OF ELECTRICAL SERVICE IN DRUM ROCK COUNTRY ESTATE

Part T2: RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under conditions of contract to terminate the contract.

COMPULSORY TENDER DOCUMENTS	
FORM A	TECHNICAL ENQUIRIES
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
FORM Q	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
RETURNABLE FOR QUALITY CRITERIA	
FORM R	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM S	PLANT & EQUIPMENT
FORM T	FINANCIAL RESOURCES
FORM U	KEY PERSONNEL (FULL TIME QUALIFIED PERSON)
FORM V	METHOD STATEMENT



CITY OF MBOMBELA

361/2021

**TENDER FOR THE APPOINTMENT OF ELECTRICAL CONTRACTOR
FOR REPAIR OF ELECTRICAL SERVICE IN DRUM ROCK COUNTRY
ESTATE**

T2.1 Compulsory Briefing Session

FORM A: COMPULSORY BRIEFING SESSION

A compulsory briefing session will be held at 1 Nel Street, Mbombela Civic Centre Community Hall on 16 November 2021 at 10:00am. After the session, prospective bidders will be led by the project manager to the site. Bidders will be expected to use their own transport from Mbombela Civic Centre to Dram Rock.

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES (SIPDM)

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

The Tenderer’s attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer’s handling of material deviations and qualifications.

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

- Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable;*
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(This is not an invitation for alternatives but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

- Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here*
- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender*
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

Signed Date

Name Position

**FORM D: PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC
EMPOWERMENT STATUS (SIPDM) (MBD 6.1)**

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that “Every organ of state and public entity must take into account and, as far as is reasonably possible, Apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy:”

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1. Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a:

- a) a registered auditor’s certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity’s last financial year or a 12 month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE Status Level of Contributor	Number of Points for Financial value up to and including R50 000 000.00	Number of Points for Financial value above R50 000 000.00
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code *(tick applicable box)*
 - Generic code of good practice
 - Other – specify.....
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer, confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness..... Signature of witness.....

Note:

- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
- 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)

FORM E: COMPULSORY DECLARATION (SIPDM)

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>(State Not Registered if not registered for VAT)</i>

Section 4: CIDB registration number

CIDB Registration number <i>(if applicable)</i>	
--	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person’s spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

***insert separate page if necessary**

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004).
- ii) National Treasury’s Database of Restricted Suppliers (see www.treasury.gov.za) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer’s tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____

Date _____

Name _____

Position _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS (SIPDM)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) contractors are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details Name

of enterprise:	
Contact person: Email:	
Telephone:	
Cell no Fax:	
Physical address Postal	
address	

Section 2: Declaration for Contractor's services:

The enterprise has been awarded the following contract services by an organ of state during the last five years.

Name of organ of state	Estimated of contracts	Nature of service, e.g., quantity surveying	Service number similar to required service (yes / no)?

Attach separate page as necessary

Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1 (tick one of the boxes):

- the enterprise **is not** required by law to prepare annual financial statements for auditing
- the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*i.e.: all municipal accounts are paid up to date*) Attach Municipal Utility Account;

3) source of goods and / or services: (*tick one of the boxes and insert percentages if applicable*):

- goods and / or services are sourced only from within the Republic of South Africa
-% of the total cost of goods and / or services will be sourced from outside the republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is%

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed Date

Name Position

FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that 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 tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
- v) For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- vi) The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

- vii) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) bidding with the intention not to win the tender.
- viii) 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 tender invitation relates.
- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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

Capacity under which Tender is Signed

Name of Tenderer

FORM H: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

The Tax Compliance Status

(TCS) PIN must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT

PRACTICES (MBD 8)

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be disregarded if that tenderer or any of its directors have
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

Item	Question	Yes	No
4.1	<p>Is the tenderer 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 tenderer 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>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 tenderer 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"/>
4.3.1	If so, furnish particulars:		

4.4	Does the tenderer 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 tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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

Capacity under which Tender is Signed

Name of Tenderer

FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

If yes, furnish your details in table below.

YES	NO
-----	----

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name:

Contact number:

Office address:

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

SIGNATURE

AS WITNESSES: 1. NAME SIGNATURE

2. NAME SIGNATURE

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:

Pro-Forma

FORM M: SCHEDULE OF SPECIALIST SUB-CONTRACTORS

Notes to tenderer:

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialised work himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist subcontractors. Should any or all of the specialist subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the engineer.

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
_____ _____ (____) _____		Previous value of work:
		Previous Experience:
_____ _____ (____) _____		Previous value of work:
		Previous Experience:

<p>_____</p> <p>_____</p> <p>() _____</p>		<p>Previous value of work:</p>
<p>_____</p> <p>_____</p> <p>() _____</p>		<p>Previous Experience:</p>
<p>_____</p> <p>_____</p> <p>() _____</p>		<p>Previous value of work:</p>
		<p>Previous Experience:</p>

FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach in this tender, evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993). The letter of good standing must reflect electrical work to be regarded as valid and relevant for the type of works to be executed in this contract.

FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM P: REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

FORM Q: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8. (2) and 8. (4) Make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, meeting the stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 8.(4) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

- x imported content
- y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

REFERE TO TENDER ADVERT	PAGE 3
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- 4. Does any portion of the services, works or goods offered have any imported content? YES / NO
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO: _____/2021 ISSUED BY CITY OF MBOMBELA

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),

do hereby declare, in my capacity as

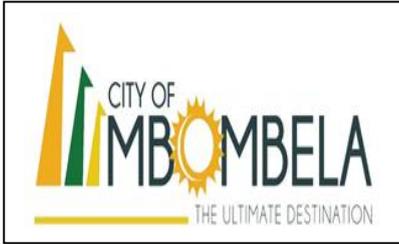
of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (a)The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.



CITY OF MBOMBELA

361/2021

TENDER FOR THE APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPAIR OF ELECTRICAL SERVICE IN DRUM ROCK COUNTRY ESTATE

Part T2.2: RETURNABLE DOCUMENTS FOR FUNCTIONALITY / QUALITY CRITERIA

FORM R: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer will receive a maximum of 39 points based on information provided in this schedule.

1. Points will be given for projects completed of similar nature and size.
2. Projects of similar nature means
 - i. New/upgrade of 11kV Mini Substation, Switching station
 - ii. Maintenance and repairs of MV(11/22KV) Equipment projects
3. The tenderer scores 13 points per project with a value of above or equal to R1.5 million (Incl. Vat) completed in the last 5 years.
4. The tenderer may list a maximum of only 3 projects of similar nature and size.
5. Copies (Not older than 6 Months) of the following documentation must be attached for previous projects completed in the past 5 years:
 - i. Appointment letters / work-order plus,
 - ii. Completion certificate (signed by all related parties),

All must be on letterheads of the institution, with the following information contained where applicable: (i) Description of the project, (ii) Value, (iii) Actual Construction period, (iv) Date completed, (v) Client contact details and (vi) signed accordingly.

6. **Failure to submit all relevant information (certified copies of Appointment Letter plus Completion Certificate plus Reference Letter) per project will result in the forfeiture of all points for that relevant project.**
7. Positive feedback from the contact person in the completion certificate and reference letter will contribute toward points allocated for the attached certificates of completion.
8. Negative feedback will forfeit all points, meaning zero (0) points will be allocated for the attached certificates of completion.
9. The experience of the Tenderer or joint venture partners in a consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.

Item	Details of Similar Construction work projects with a value of above or equal to R1.5 million Completed in the past 5 Years. i. New/upgrade of 11-132kV Substation, Switching station and Bulk Lines ii. Electrification projects	Maximum Points to be allocated	Points scored by Evaluators
1	Project/Order No.:Amount: R.....	13	
2	Project/Order No.:Amount: R.....	13	
3	Project/Order No.:Amount: R.....	13	
SUB TOTAL		39	

FORM S: PLANT & EQUIPMENT

The tenderer will receive a maximum of 23 points based on information provided in this schedule.

The tenderer will receive Quality points for listing of plant available for this specific contract as follows:

Description, size, capacity, etc.	Allocated Points if owned	Allocated Points if hired	Quantity Required	Owned? Tick with x	Hired? Tick with x	Points Scored by Evaluators
1 x 6 Ton or above Truck with Hi-up crane plus Bucket (Note 1). Truck 2 Reg. No.:	4		1			
2 x 1 Ton Bakkie (Note 1). <u>3 points each</u> Vehicle 1 Reg. No.: Vehicle 2 Reg. No.:	6		2			
a) Megger Tester (10 000 V) b) Surge Generator (Thumper) with Head Set c) Low Tension Insulation Tester d) High tension Insulation Tester Calibration Certificates with Serial Numbers must be attached. (Note 2)	5 2 3 3		Lot			
SUB TOTAL	23	00				

Note 1: In case of ownership, tenderers to submit proof of ownership in the name of company/director to claim for full (100%) points. Proof of ownership should be in the form of **copy of NaTIS vehicle registration certificate plus picture of the vehicle/plant with the Reg. number visible**. Failure to submit both **copy of NaTIS vehicle registration certificate plus picture of the vehicle/plant with the Reg. number visible** will result in zero points.

Note 2: Tenderers to submit Proof of ownership in the form of **Calibration certificates with serial numbers of the testing equipment plus picture of the equipment**. Failure to submit both **Calibration certificates plus picture of the equipment** will result in zero points.

FORM T: FINANCIAL RESOURCES BANKING INFORMATION

The tenderer will receive a maximum of 18 points based on information provided in this schedule.

Item	Description	Maximum Points to be allocated	Points scored by Evaluators
1	Bank rating of "C" or better for R2 million. (stamped bank letter, not older than 3 Months). Or else no point to be awarded. <i>For JV: Letters from the lead partner will be required. Failure to provide will results in zero points.</i>	B or Better = 10 C = 8 D and lower = 0	
2	Letter of Intent to provide 10% guarantee from registered financial service Provider. Letter must make reference to this project and the amount of your bid. Or else no point to be awarded.	2	
3	Credit Reference Letters (not older than 3 Months) from a minimum of two suppliers of electrical equipment and materials. Failure to provide two letters from different suppliers will results in zero points. <i>For JV: Separate Letters from both Service providers are required (i.e. 4xletters). Failure to provide as instructed will results in zero points.</i>	6	
SUB TOTAL		18	

FORM S: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)

For all procurement expected to exceed R10 million (all applicable taxes included), tenderer must complete the following questionnaire:

- Are you by law required to prepare annual financial statements for auditing?

YES / NO

1.1 If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days?

YES / NO

.....
.....

2.1 If no, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for then 30 days?

.....
.....

2.2 If yes, please provide particulars

.....
.....

3.1 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

.....
.....

a. If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / /municipal entity is expected to be transferred out of the Republic?

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM S: FINANCIAL RESOURCES DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

PRO-FORMA FOR A PERFORMANCE GUARANTEE

Employer
(Name and Address) _____

Contract No _____

Contract Title _____

WHEREAS _____
(hereinafter referred to as "the Employer") entered into, a Contract with:

_____ (hereinafter called "the Contractor") on the _____ day of _____ 20 _____

for the construction of (Contract Title)

at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS WE _____ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtor to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

- 1) The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extension of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor or liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
- 2) This guarantee shall be limited to payment of a sum of money.
- 3) The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of Completion

- 4) His intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated,

5) Our total liability hereunder shall not exceed the sum of

_____ (in words)

_____ R _____ (in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

6) The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7) I/We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at

_____ on the _____ day of _____ 20 _____

As witness:

1. _____

Signature _____

2. _____

Signature _____

Duly authorised to sign on behalf of (Guarantor)

Address _____

FORM U: KEY PERSONNEL (Full-time Qualified Persons)

The Tenderer will receive a maximum of 15 points based on information provided in this Schedule

1. Tenderers to submit Organogram to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. Tenderers to submit signed CV (**indicating current employer**) of the key personnel (**Full-time Qualified Persons**) plus the certified copies of relevant qualifications as requested below. Failure to submit both signed CV (indicating current employment) of the key personnel plus the certified copies of relevant qualifications will result in zero points.

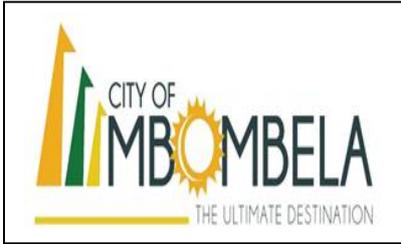
Item	Description	Maximum points to be allocated	Points scored by Evaluators
1	<p>2xFull-time Electrician/Site Supervisor currently employed by the bidder with a minimum of 3 years electrical work and in possession of:</p> <p>1. Confirmation letter of appointment and CV with correct training and experience plus 2. Certified copy of Electrical Trade Test qualification plus 3. Certified copy of Electrical Installation certificate/card</p> <p>Name & Surname:</p>	<p>3 3 2</p>	
2	<p>1xFull-time Technician or level above with minimum of 3 years electrical work experience on 6.6KV and above. And must be in possession of:</p> <p>1. Confirmation letter of appointment and CV with correct training and experience plus, 2. Certified Copies of N6 National Diploma or above</p> <p>Name & Surname:</p>	<p>3 3</p>	
3	Company Organogram	1	
SUB TOTAL		15	

FORM U: PROJECT PROGRAM

The Tenderer will receive a maximum of 5 points based on information provided in this Schedule

Note: Non-submission will result in loss of points.

Item	Description	Maximum points to be allocated	Points scored by Evaluators
1	Project Program (1 Page excluding cover page)	5	
	SUB TOTAL	5	



CITY OF MBOMBELA

361/2021

APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPAIR OF ELECTRICAL INFRASTRUCTURE IN DRUM ROCK COUNTRY ESTATE FOR CITY OF MBOMBELA

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Form of Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the TENDER FOR THE APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPLACING CT's AND REPAIR OF 11KV SWITCH GEAR AT RIVERSITE1 SUBSTATION

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)Rand;

R.....(in figures)

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

Signature(s) _____ Date _____

Name(s) _____

Capacity _____

For the tenderer: _____

(Insert name and address of organisation) _____

Name & signature of witness _____

Date _____

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

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

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

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

Signature(s)

Name(s)

Capacity

for the

Employer

.....
(Insert name and address of organisation)

Name &
signature of
witness

.....
Date

Schedule of Deviations

1 Subject
Details
.....
.....
.....

2 Subject
Details
.....
.....
.....

3 Subject
Details
.....
.....
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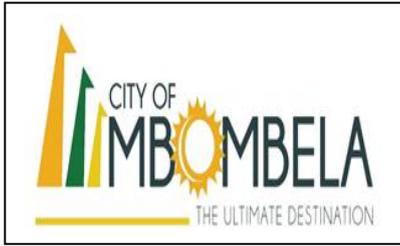
4 Subject
Details
.....
.....
.....

5 Subject
Details
.....
.....
.....

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

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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



CITY OF MBOMBELA

361/2021

TENDER FOR THE APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPAIR OF ELECTRICAL SERVICE IN DRUM ROCK COUNTRY ESTATE

C1.2 Contract Data

Part 1: Data Provided by the Employer

CONDITIONS OF CONTRACT

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

CONTRACT SPECIFIC DATA

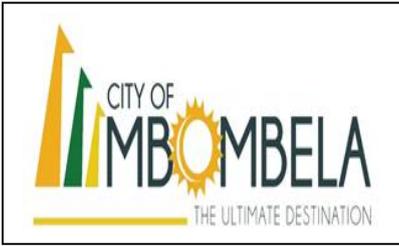
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2015, are applicable to this Contract:

Clause	Data
1.1.1.13	The Defects Liability Period is 12 months .
1.1.1.15	The name of the Employer is CITY OF MBOMBELA
1.1.1.16	The employer's agent is: NONE
1.1.1.26	The pricing strategy: Bill of Quantities (Subject to Price Adjustment)
1.2.1.2	The Employer's address for receipt of communications is: Physical address: 1 Nel Street MBOMBELA 1200 Telephone: 013 759 9440 E-mail: Postal address: PO Box 45 MBOMBELA 1200
1.2.1.2	The Employer's Agent address for receipt of communications is: Project Manager as reflected on the tender invitation.
2.4	Variations to the Conditions of Contract are: Add the following at the end of sub clause 2.4.1: " The several documents forming the Contract shall rank in the following order of precedence: 1. Contract Agreement, 2. Form of Offer and Acceptance, 3. Contract Data, 4. Specification Data, 5. City of Mbombela Electrical Reticulation Standards & Specifications 6. Standardized Specifications, 7. Drawings, 8. Bill of Quantities, 9. Statutory Regulations, 10. Other standard specifications. If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."

4.3.3	<p>Add the following at the end of sub clause 4.3.2:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <p>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</p> <p>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</p> <p>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>(v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</p> <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <p>(vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. And shall be implemented and maintained from the Commencement of the Works.</p> <p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
-------	---

5.3.1	The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3.1) • Initial programme (Refer to Clause 5.6.1) • Security / Performance Guarantee (Refer to Clause 6.2.1) • Insurance (Refer to Clause 8.6.1)
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days.
5.4.2	The access and possession of site shall not be exclusive to the contractor
5.8.1	The non-working days are Sundays The special non-working days are: (1) Public holidays (2) The year-end break commencing on 12 December and ending on 3 January
5.13.1	The penalty for failing to complete the Works is R5 000 per calendar day
5.14.1	Practical completion is reached when: The allocated dwellings energised.
5.16.3	The latent defect period is 5 years after date of completion.
	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 15% .
6.8.2	The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule on page 86 of GCC 2015, where. The value of "x" is 0,10 The values of the co-efficient are: a = 0,25 b = 0,30 c = 0 35 d = 0,10 The indices for "L", "P", "M" and "F" are the following as published by Statistics South Africa: "L" is the "Labour Index" As published in the Statistical News Release PO141 Additional tables: Table 14 "CPI – all items, according to area" of Statistics South Africa. "P" is the "Contractors Equipment Index" as published in the Statistical News Release PO151, Table 4 – "Electrical Contracting Materials" of Statistics South Africa. "M" is the "Materials Index" published in the Statistical News Release PO151, Table 3 - "Electrical Engineering" of Statistics South Africa. "F" is the "Fuel Index" as published in Statistical News Release PO151, Table 4 of Statistics South Africa. The site is located in the City of Mbombela. The base month is one month prior to the closing date of the tender.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% .
6.10.3	The limit of retention money is 10% to a maximum of 5% of the contract value.
8.6.1.1.2	Not required
8.6.1.3	The limit of indemnity for liability insurance is R10m.
10.5.2	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one.

10.7.1	The determination of disputes shall be by arbitration .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.



CITY OF MBOMBELA

361/2021

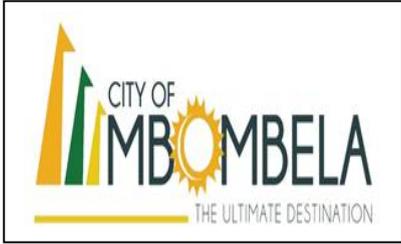
APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPAIR OF ELECTRICAL INFRASTRUCTURE IN DRUM ROCK COUNTRY ESTATE FOR CITY OF MBOMBELA

Part 2: Data provided by the Contractor

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

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

Clause	Data						
1.1.1.9	The Contractor is. Name.						
1.2.1.2	The address of the Contractor is: .Address (physical): Address (postal): Telephone: Facsimile: e-mail:						
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Type of security</th> <th style="text-align: center;">Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td><i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i> Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the works per year.</td> <td style="text-align: center;"> </td> </tr> <tr> <td>Fixed performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the works per year.</td> <td style="text-align: center;"> </td> </tr> </tbody> </table> <p><i>Note: In the 'Standard for Uniformity in Construction Procurement' in Section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to the contractor. Where guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies shall not exceed 5% of the contract price."</i></p>	Type of security	Contractor's choice. Indicate "Yes" or "No"	<i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i> Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the works per year.		Fixed performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the works per year.	
Type of security	Contractor's choice. Indicate "Yes" or "No"						
<i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i> Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the works per year.							
Fixed performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the works per year.							
6.5.1.2.3	The percentage allowance to cover overhead charges is _____%.						



CITY OF MBOMBELA

---/2021

TENDER FOR THE APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPLACING CT's AND REPAIR OF 11KV SWITCH GEAR AT RIVERSIT 1 SUBSTATION

C1.3 Form of Guarantee

Employer: (name and address).....

.....

Contract No:

(Contract title).....

WHEREAS

(hereinafter referred to as "the Employer") entered into, on the.....day of20.....

a Contract with

(hereinafter called "the Contractor") for (CONTRACT TITLE)

.....at.....

AND WHEREAS it is provided by said Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of the Contract by the Contractor;

AND WHEREAS (Hereinafter referred to as the Guarantor) has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,

do hereby guarantee to the Employer under renunciation of the benefits of division and exclusion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

- 1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. My/Our total liability in terms hereof shall be limited to the sum of R (in words) (10 % of the tender sum) which amount I/we agree to hold at your disposal.

6. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at

IN WITNESS WHEREOF this guarantee has been executed by us aton this.....day of 20.....

Signature.....

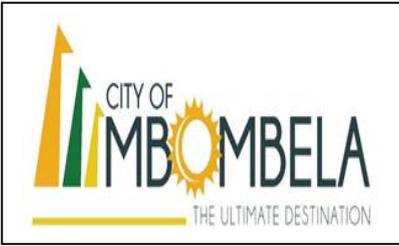
Duly authorized to sign on behalf of: (*Guarantor*)

Address
.....
.....

As witnesses:

1.

2.



CITY OF MBOMBELA

---/2021

TENDER FOR THE APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPLACING CT's AND REPAIR OF 11KV SWITCH GEAR AT RIVERSIT 1 SUBSTATION

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at

on this the day of in the year

between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as

and

(hereinafter called "the Mandatory") of the other part, herein represented by

.....

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz TENDER FOR THE APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPLACING CT's AND REPAIR OF 11KV SWITCH GEAR AT RIVERSIT 1 SUBSTATION and has accepted aTender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;

(iii) Section 37 : Acts or omissions by employees or Mandatory, and

(iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

(a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

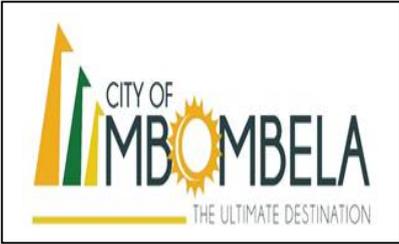
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)



CITY OF MBOMBELA

---/2021

TENDER FOR THE APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPLACING CT's AND REPAIR OF 11KV SWITCH GEAR AT RIVERSIT 1 SUBSTATION

C1.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF CCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching in this tender document a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20 _____,

Mr/Ms _____ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY :

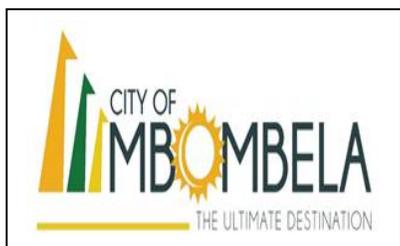
IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS: 1. _____ 2. _____

NAME (in capitals): 1. _____ 2. _____



CITY OF MBOMBELA

---/2021

TENDER FOR THE APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPLACING CT's AND REPAIR OF 11KV SWITCH GEAR AT RIVERSIT 1 SUBSTATION

Part C2: Pricing Data

C2.1 Pricing Assumptions

1. The Bills of Quantities have been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005). Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) Electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the General Conditions of Contract for Construction Works, prepared by the South African Institution of Electrical Engineering, 2010, 2nd Edition. The additions, deletions and alterations to the General Conditions of Contract for Construction Works as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
6. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities.
7. All activities must be invoiced on a monthly basis.
8. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
9. Payment will be based on the completion of activities and approval by CoM Technical officials, also provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
10. The budget allocated to each activity and the total of prices for the activities shall not be exceeded without the written consent of the Employer.
11. The appointed service provider may only commence with Phase 1,2&3 of the project on the following conditions:

- i. The required budget for the completion of the project has been confirmed in writing to the service provider.
 - ii. The service provider has been given a written instruction to continue with next phase
13. The quantities provided by the Employer in the Pricing Schedule are only **approximate quantities**. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the service provider.

The quantities tendered by the service provider will be certified for payment as final quantities.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

14. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified in the Scope of Works and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except in so far as the quantities given in the Pricing Schedule are only approximate.
15. The tenderer shall fill in a quantity or a rate or a lump sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Pricing Schedule.
16. The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required.

If the tenderer should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil. The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

17. The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall be made to the Scope of Works for more detailed information regarding the extent of work entailed under each item.
18. Prices or rates will be subject to adjustment for escalation as provided for below:
- The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
 - On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
 - Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.
 - Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.
 - The bidder shall offer supporting documentation to the Municipality to justify any price adjustment that might be required. The price adjustment phase will only be valid during the first month of each financial year.

19. Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments

made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation.

20. Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the service provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Employer shall have instructed.

For each sum, the Employer may instruct plant, materials or services to be procured by the service provider in accordance with the Employer's policies, and for which there shall be included in the Contract Price:

- The actual amounts paid (or due to be paid) by the service provider, and
- A sum for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate tendered in the Pricing Schedule, provided that for Prime Cost sums only, the tendered rate excludes profit.

The service provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a sum.

Any percentage adjustment (mark-up) against the sum for handling fee, profits, etc. shall not be negative.

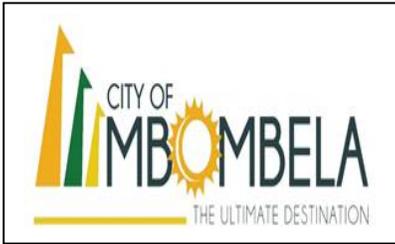
21. The rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled Pricing Schedule, the rates will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the Pricing Schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
22. A tender may be deemed unresponsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
23. All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents
24. Item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

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

Unit	:	The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
Quantity	:	the number of units of work.
Rate	:	The payment per unit of work/provision of services at which the Bidder bids to the work.
Amount	:	The quantity of an item multiplied by the Bided rate of the (same) item.
Sum	:	An amount Bided for an item, the extent of which is described in the Schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum (PS)	:	An amount allowed for in the Pricing Schedule for which the quantity of work is not known.
Prime Cost (PC)	:	Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.
Lump Sum (LS)	:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

26. The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

mm	=	millimetre
m	=	meter
Km	=	kilometre
Km-pass	=	kilometre-pass
m ²	=	square metre
M ² -pass	=	square meter-pass
No	=	Number
m ³	=	cubic meter
M ³ -km	=	cubic meter kilometre
KW	=	kilowatt
W	=	Wattage
Kg	=	kilogram
l	=	litre
Kl	=	kilolitre
Ml	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prove Sum	=	Provisional Sum
Sum	=	Lump Sum



CITY OF MBOMBELA

---/2021

TENDER FOR THE APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPAIR OF ELECTRICAL SERVICE IN DRUM ROCK COUNTRY ESTATE

BILL OF QUANTITIES

BILL OF QUANTITIES (ELECTRICAL WORKS)					
ELECTRICAL WORKS: REPAIRS OF Infrastructure					
<i>Schedule A: Preliminary And General Items For The Completion Of The Works</i>					
Item	Description	Unit	Qty	Rate (R)	Amount (R)
A	<u>PRELIMINARY AND GENERAL ITEMS FOR THE COMPLETION OF THE WORKS</u>				
A1	GENERAL LIABILITIES				
	-				
	Price for general liabilities and items not provided for in this schedule, that is necessary for the completion of this contract.(Particulars must be given)				
	a).....	Sum	Sum		
	b).....	Sum	Sum		
	c).....	Sum	Sum		
A2	COMPLYING WITH LAWS, REGULATIONS AND BY-LAWS				
	Total price to comply with Laws, Regulations and By-Laws inclusive of arrangements and payments to the proper authorities	Sum	Sum		
A3	INSURANCE OF THE WORKS				
	The total cost of the insurance of the Works in accordance with the General Conditions of Contract	Sum	Sum		
A4	SETTING OUT OF WORKS				
	Total price of Labour and material needed for setting out of Works	Sum	Sum		
A5	SURETY				
	Total price to provide a surety for the due and proper fulfilment of the contract	Sum	Sum		

Carried Forward to Summary(A)						R -

SUPPLY, DELIVERY, INSTALL AND COMMISSION ON SITE OF MATERIAL AND EQUIPMENT

INCLUDING THE GUARANTEE THEREOF FOR A PERIOD OF 12 MONTHS

ITEMS COMPLETE AS SPECIFIED:

BILL OF QUANTITIES AND SUMMARY OF PRICES

LOW VOLTAGE INSTALLATION

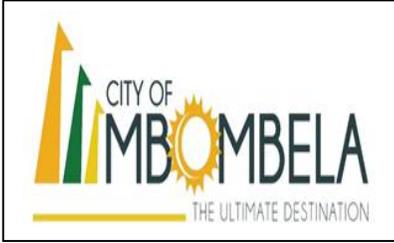
ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
1	LOW VOLTAGE CABLE					
	For the Supply, delivery to Site and installation of the following Low Voltage Cable:					
	(600/1000V PVC PVC SWA Copper)					
1.1	95mm x 4 core	m	280			
1.1	70mm x 4 core	m	200			
1.1	50mm x 4 core	m	0			
1.1	35mm x 4 core	m	380			
1.1	25mm x 4 core	m	0			
1.1	16mm x 4 core	m	0			
1.1	16mm x 2 core(Service Connections)	m	1200			
1.1	16mm x 4 core(Streetlights)	m	800			
2	BARE COPPER EARTH WIRE (STRANDED)					
	For the Supply and Installation of the following BCE Wire to run with LV Cables:					
2.1	50mm sq (With 95mm sq Cable)	m	280			
2.1	35mm sq (With 70mm sq Cable)	m	200			
2.1	25mm sq (With 35-50mm sq Cable)	m	380			
2.1	16mm sq (With 25mm sq Cable)	m	0			
2.1	10mm sq (With 10 - 16mm sq Cable)	m	2000			
2.1	6mm sq (With 6mm sq Cable)	m	0			
3	LOW VOLTAGE CABLE TERMINATIONS					
	For the supply of Indoor terminations including suitable Lugs and Glands for the Low Voltage Cable and BCE Wire:					
3.1	95mm x 4 core	Ea	4			
3.1	70mm x 4 core	Ea	4			
3.1	50mm x 4 core	Ea	2			
3.1	35mm x 4 core	Ea	6			
3.1	25mm x 4 core	Ea	8			
3.1	16mm x 2 core(Service Connections)	Ea	96			
3.1	6mm x 4 core (Streetlights)	Ea	36			
3.1	BCEW 50mm sq	Ea	4			

3.1	BCEW 35mm sq	Ea	4			
3.1	BCEW 25mm sq	Ea	8			
3.1	BCEW 16mm sq	Ea	8			
3.1	BCEW 10mm sq (Service Connections)	Ea	96			
3.1	BCEW 6mm sq (Streetlights)	Ea	36			
ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
4	LOW VOLTAGE CABLE JOINTS					
	For the supply, delivery to site and installation of the following Low Voltage Cable Joints:					
4.1	95mm x 4 core	Ea	1			
4.1	70mm x 4 core	Ea	1			
4.1	50mm x 4 core	Ea	1			
4.1	35mm x 4 core	Ea	1			
4.1	25mm x 4 core	Ea	1			
4.1	16mm x 4 core	Ea	1			
4.1	16mm x 2 core	Ea	1			
4.1	10mm x 4 core	Ea	1			
5	LOW VOLTAGE DISTRIBUTION KIOSKS					
	For the Supply, delivery to Site and installation of the following Low Voltage 2mm 3CR 12 Distribution Kiosks as specified in the schedule in this document:					
	MINISUB 5					
5.1	Distribution kiosk M5/K1/1	Ea	1			
5.1	Distribution kiosk M5/K1/2	Ea	1			
5.1	Distribution kiosk M5/K2/1	Ea	1			
5.1	Distribution kiosk M5/K2/2	Ea	1			
5.1	Distribution kiosk M5/K2/3	Ea	1			
5.1	Distribution kiosk M5K3/1	Ea	1			
5.1	Distribution kiosk M5K3/1/1	Ea	1			
5.1	Distribution kiosk M5K3/2	Ea	1			
5.1	Distribution kiosk M5K3/3	Ea	1			
5.1	Distribution kiosk M5K3/4	Ea	1			
5.1	Distribution kiosk M5K3/1/1	Ea	1			
5.1	Distribution kiosk M5K3/1/2	Ea	1			
6	GROUNDWORKS FOR THE ABOVE					
	For the Supply and Labour of the following:					
	Trenching for LV Cable 500mm x 500mm wide (Including Backfill)					
6.1	Soft Ground	m	1500			
6.1	Pickable ground	m	500			
6.1	Hard Rock	m	50			
6.1	Danger Tape installed in Trenches	m	2050			
7	STREETLIGHTS					

	For the Supply, delivery to Site and installation of the following Streetlight units complete as per Specification:					
7.1	40-60W LED Posttop fittings on 3.5m Fibre glass pole	Ea	18			

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	For the Supply, delivery to Site and installation of the following Manholes as per Specification:					
8.1	Telkom Manholes 800 x 800mm sq	Ea	0			
	Telkom Manholes 650 x 650mm sq	Ea	0			
	Telkom Manholes 450 x 450mm sq	Ea	0			
	PVC Sleeves 110mm dia	m	0			
	PVC Sleeves 32mm dia - Service Connections	m	0			
	<u>Mini-substations</u>					
9.1	Repair of Mini sub LV compartment	Ea	2			
	TOTAL OF SECTION CARRIED TO SUMMARY (B)					

BILL OF QUANTITIES (ELECTRICAL WORK REPAIRS OF INFRASTRUCTURE)		
Schedule Summary: Summary Of Schedules		
Item	Description	Amount
		(R)
	Schedule A: Preliminary and General Items For The Completion Of The Works	
	Schedule B: Supply, Delivery of Material And Equipment, Install and Commission	
	SUB TOTAL A	
	Contingencies (10% of Sub-Total A)	
	SUB TOTAL B	
	Value added Tax (15% of Sub-Total B)	
	TOTAL	



CITY OF MBOMBELA

361/2021

**APPOINTMENT OF ELECTRICAL CONTRACTOR FOR
REPAIR OF ELECTRICAL INFRASTRUCTURE IN DRUM
ROCK COUNTRY ESTATE FOR CITY OF MBOMBELA**

Part C3: Scope of Work

Employer's objectives

The employer's objectives are to deliver public electrical infrastructure using labour intensive methods. Part of the installation works on site will require labour intensive methods e.g. excavations, trenching, pole planting and backfilling.

Overview of the works

This specification covers the Replacement of LV and MV electrical equipment and repair of 11KV Mini substations in accordance with CoM standards and specifications.

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

Drawings and Schedules

LV MV Reticulation Layouts will be issued to the successful bidder.

Extent of the works

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

Temporary work

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

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

Outage Requests

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

Permanent work

- a Arrange a date for the shut**
- b Site risk assessment info / inspection & security / safety on site**
- c Procure related materials as needed**
- d Arrange to have generator and lights for the duration of the shut**
- e *Replace and install cables MCB's**
- f *Service / repair / test Circuit breakers**
- g *Check, service,wiring to all panels**
- h *Swing cables and re-connect (CoM to assist with location)**
- i *Close all trenches**

Restrictions in Providing the Works

The Contractor shall visit every resident and arrange access for street front electrification.

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

The Contractor shall foster close relationships with recognized community structures.

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

Definition of Completion

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

Project Steering Committee

A Project Steering Committee will be constituted by the Oversight Members of Drum Rock Country Estate who will assist the project manager and contractor with all liaison required with the residents.

Scope of Mandatory Subcontract Work

The following portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder:

Sub-contractors from the local community shall be employed for the following activities (refer to bill of quantities section: excavation work):

It remains the contractor's responsibility to enter into agreement with these subcontractors, to negotiate payment, guarantees and percentage and duration of the retention kept, strictly in accordance with the CIDB regulations. No direct payments to, or sessions in favour of subcontractors will be entertained. It stays the responsibility of the main contractor.

Material & Equipment Specifications

General

The Contractor shall replace all required infrastructure.

C.3.5 TESTING AND COMMISSIONING

The complete installation shall be tested and commissioned in the presence of the Engineer or his/her approval.

OTHER SPECIAL CONDITIONS

All contractors must comply with the following Special Conditions of Tender. Failure to adhere, will render your tender non-responsive.

SPECIAL CONDITIONS OF TENDER

A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT

The services provider must make use of 100% local unskilled labourers during the construction process, the contractor must accommodate the two interns of CITY OF MBOMBELA with regards to construction management on site, to develop capacity of department. It must also give on job training to all local labourers used on the project. Employment contracts to be in place and monitored (to ensure minimum wages are paid and UIF, etc. in place) as per GCC.

B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED

Any additional information upon request must be submitted in writing within 48 hours of receipt.

C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER

The service provider must provide the Municipality with a completed list of local labourers to be used, within 14 days after final award of the tender for approval by the Municipality. The aforesaid list must be updated and submitted together with the service providers' progress report and invoice, inclusive of the following details:

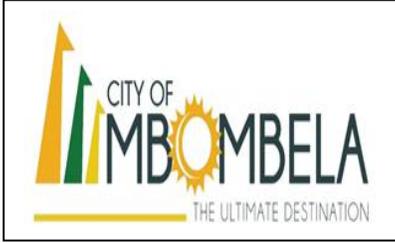
- a. Salary / wages spent on local employees versus total wages / salary budget at site
- b. Number of local employees employed versus per total workforce at site
- c. Payments made to the local labourers

Any amendments prior approval from the Municipality. The service provider must provide the Municipality with a certificate confirming payments made to the local labourers. This certificate must be updated and submitted together with the service providers' progress report and invoice.

Payments will be made monthly as per agreed progress schedule. Invoices must be submitted before 12 noon on Wednesdays at the City of Mbombela Creditors office, to ensure timeous payment schedule to be agreed during kick-off meeting.

City of Mbombela Electrical Reticulation Standards & Specifications (C4)

Annexure A



CITY OF MBOMBELA

361/2020

**APPOINTMENT OF ELECTRICAL CONTRACTOR FOR REPAIR
OF ELECTRICAL INFRASTRUCTURE IN DRUM ROCK
COUNTRY ESTATE FOR CITY OF MBOMBELA**

Part C4: Site Information

GENERAL

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

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

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

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

EXISTING SERVICES, SERVITUDES AND WAY LEAVES

It is the responsibility of the contractor to identify all the existing services that could be affected and arrange accordingly with relevant Municipality department, client and/or other affected stakeholders. The Contractor shall take a connection from the existing CoM network.

SECURITY

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

NATURE OF GROUND AND SUBSOIL CONDITIONS

The site is very rocky and use of machinery during project construction are not anticipated as existing trench routes will be used The Contractor shall familiarize himself with the conditions on site.