

# CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY



**BID NO: ALMT21/2022**

**APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER  
AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS  
AND WHEN REQUIRED**

**CIDB GRADING CLASS 3 EP or HIGHER**

<p><b>Chief Albert Luthuli Local Municipality</b> P.O. Box 24 Carolina 1185</p> <p>Contact for Administration:</p> <p>Contact:           Manager Supply Chain Name               Mr. JA Nkosi Telephone         (017) 843 4000</p>	<p><b>Chief Albert Luthuli Local Municipality</b> P.O. Box 24 Carolina 1185</p> <p>Contact for Technical:</p> <p>Contact:           Manager Credit Control Name               Mr. DM Gininda Telephone         (017) 843 4000</p>
<p><b>Tenderer</b> .....</p> <p>.....</p> <p>.....</p> <p><b>Total of the prices inclusive of value added tax: R</b> .....</p>	

**CLOSING DATE: 21 APRIL 2023**

# CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

BID NO: ALMT21/2022

## APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED

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## CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

**CONTRACT NO: ALMT21/2022**

### **APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED**

#### **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

The Municipality hereby invites reputable and well experienced service providers to submit tenders for the below-mentioned projects. The services providers must comply with the VAT Act. Tender documents will be available at Carolina Municipal Offices from **22 March 2023** on e-tenders and the municipal website for free downloads.

Ref No	Description	Contact Person	Valuation Criteria	CIDB Grading	Closing
ALMT21/2022	Appointment of service provider/s to render electricity meter audit, replacement and disconnections for a period of 3 years as and when required	Mr. DM Gininda Manager Credit Control and Debt Collection @ 017 843 4000	Functionality, 80 points for price and 20 points for Chief Albert Luthuli Municipal objectives	3 EP	21 APRIL 2023 @ 12:00

Sealed envelopes must be addressed to: The Municipal Manager, Chief Albert Luthuli Municipality  
PO Box 24, CAROLINA, 1185

marked with the correct bid number or deposit it in the '**TENDER BOX**' situated at Chief Albert Luthuli Municipality Offices, 28 Church Street, CAROLINA, **no later than 12h00 on the specified closing date per tender.**

The following **compulsory documents** must be accompanied with the tender, and failure to provide such documentations shall constitute automatic disqualification: Original Valid Tax Clearance Certificate or Copy with SARS Pin, Company Certificate, Current Municipal Account not older than 3 months and not in arrears for more than 90 days or valid lease agreement together with the landlord municipal rates account, CIDB Certificate, Proof of CSD registration and Company Profile.

A preferential point system should apply whereby this project will be allocated to a bidder in accordance with the PPPF 2022

Chief Albert Luthuli Municipality reserves the right to accept and/or not to accept the lowest priced or any other proposal. No correspondence will be entered into with any tenderer regarding scores obtained, reasons for no appointment, etc. **No late, telephonic, facsimile or e-mail tenders will be accepted.**

According to the Municipality Supply Chain Regulations issued by the Minister of Finance in terms of Section 168 of the Municipal Finance Management Act, Act 56 of 2003, persons within the organs of the state, like Councillors, and other elected representatives, full time employees and other directors of the public and municipal entities are prohibited from being eligible to bid or be awarded a contract to provide any services to the municipality.

If you do not hear from the municipality within 90 working days, please consider your tender unsuccessful.

**MR. ME THABETHE (Pr.Tech.Eng)**

**MUNICIPAL MANAGER**

## CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

### APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED

#### T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

#### Tender Data Applicable to this Tender:

Clause number	Tender Data						
F.1.1	The employer is the CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY.						
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>Part 1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Safety Agreement</p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity schedules / Bills of Quantities</p> <p><b>Part 3: Scope of work</b></p> <p>C3 Scope of work</p> <p><b>Part 4: Site information</b></p> <p>C4 Site information</p>						
F.1.3	<p>The employer's agent is:</p> <table><tr><td>Name:</td><td>Mr. DM Gininda</td></tr><tr><td>Address:</td><td>28 Kerk Street Carolina 1185</td></tr><tr><td>Tel:</td><td>017 843 4000</td></tr></table> <p>E-mail: <a href="mailto:ginindadm@albertluthuli.gov.za">ginindadm@albertluthuli.gov.za</a></p>	Name:	Mr. DM Gininda	Address:	28 Kerk Street Carolina 1185	Tel:	017 843 4000
Name:	Mr. DM Gininda						
Address:	28 Kerk Street Carolina 1185						
Tel:	017 843 4000						
F.2.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3 EP class of construction work.</p> <p>b) 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.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <p>1. every member of the joint venture is registered with the CIDB;</p>						

2. the lead partner has a contractor grading designation in the 3 EP class of construction work; and
  3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3 EP class of construction work.
- F.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a EP class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.
- F.2.7 no compulsory clarification meeting will be held.
- F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.
- Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list and who have provided valid and readable e-mail addresses.
- F.2.12 No alternative tender offers will be considered
- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.
- F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
- F.2.15.1
- Location of tender box:** Carolina  
**Physical address:** 28 Church Street, Carolina, 1185  
**Identification details:** Municipal Manager, CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, CONTRACT ALMT21/2022, APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.
- F.2.13 A two-envelope procedure will not be followed.
- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is 90 days.
- F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
- F.2.19 Not applicable
- F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and an **original valid** Tax Clearance Certificate issued by the South African Revenue Services.
- Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
- F.3.4 Tenders will be opened immediately after the closing time for tenders at the location of submission.
- F.3.11 Evaluation of Tender Offer:
- The procedure for the evaluation of responsive tenders is Method 4
- The financial offer will be scored using Formula 2 (option 1) where the value of  $W_1$  is:
- The value of this bid is estimated to be less than R50 million (all applicable taxes included) and therefore the 80/20 system shall be applicable.

Up to 20 tender evaluation points will be awarded in terms of the Chief Albert Luthuli Municipality Preferential Procurement policy whereby 20 points will be awarded in terms of the following objectives:

- Enterprises that are at least 50% women-owned (maximum 5 points)
- Enterprises that are at least 50% owned by disabled persons (maximum 5 points))
- Enterprises with at least a 50% ownership by Youth (maximum 5 points)
- Locality (maximum 5 points)

F3.11.9 The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule:

Quality criteria	Maximum number of points
Experience on previous contracts of a similar scope (over last Five years)	40
Plant, Equipment & Locality	30
Financial Reference	10
Key Personnel	20
<b>Maximum possible score for quality (M<sub>s</sub>)</b>	<b>100</b>

F3.13.1 The **minimum** number of evaluation points for quality is **70**

Tender Offers will only be accepted if:

- (a) the tender offer is signed by a person authorized to sign on behalf of the tenderer;
- (b) a valid original Tax Clearance Certificate is included with his tender;
- (c) tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the construction Regulations 2014 as well as the Tenderer's health and safety plan, is included with his tender submission;
- (d) has completed the Compulsory Enterprise Questionnaire 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.
- (e) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender;
- (f) the Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (g) The contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIBD Regulations 2004 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders;
- (h) The Tenderer or any of its principals 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;
- (i) The Tenderer has not abused the Employer's Supply chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;
- (j) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval

from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.

- (k) The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:
- i. having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;
  - ii. having acted in a fraudulent or corrupt manner in obtaining or executing this contract;
  - iii. having approached an officer or employee of the Employer or the employer's Agent with the objective of influencing the award of a contract in the Tenderer's favour;
  - iv. having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the Tender to be submitted by either party;
  - v. having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender;
  - vi. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
- (l) All other schedules to be filled in as per "T2.1 List of Returnable Documents" and documents required.

F.3.13.3 The Employer reserves the right not to award the lowest tenderer. In the summary of the bills of quantities a discount can be offered.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

## **Annex: Standard Conditions of Tender**

*(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)*

### **F.1 General**

#### **F.1.1 Actions**

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

#### **F.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### **F.1.3 Interpretation**

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

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

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

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### **F.1.4 Communication and employer's agent**

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

#### **F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

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



## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

### **F.2.9 Insurance**

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

### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **F.2.11 Alterations to documents**

Not make any alterations or additions to the 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.

#### **F.2.12 Alternative tender offers**

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

#### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

#### **F.2.15 Closing time**

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

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

### **F.2.17 Clarification of tender offer after submission**

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

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

### **F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

### **F.2.19 Inspections, tests and analysis**

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

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

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **F.2.21 Check final draft**

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

### **F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **F.3 The employer's undertakings**

### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

### **F.3.2 Issue Addenda**

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

### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **F.3.4 Opening of tender submissions**

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

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

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

### **F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for responsiveness**

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

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

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

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

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

### **F.3.9 Arithmetical errors**

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bills of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- 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 govern and the tenderer will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

### F.3.10 Clarification of a tender offer

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

### F.3.11 Evaluation of tender offers

#### F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

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

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

#### F.3.11.2 Scoring Financial Offers

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

$N_{FO} = W_1 \times A$  where:

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	$P/P_m$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	$P_m/P$

where:

P<sub>m</sub> = the comparative offer of the most favorable tender offer.  
P = the comparative offer of tender offer under consideration.

### **F.3.11.3 Scoring quality (functionality)**

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

### **F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **F.3.13 Acceptance of tender offer**

**F3.13.1** Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

**F.3.13.2** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

### **F.3.15. Prepare contract documents**

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

- addenda issued during the tender period,
- inclusion of some of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.16 Issue final contract**

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

### **F.3.17 Complete adjudicator's contract**

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

### **F.3.18 Provide copies of the contracts**

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

## **CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY**

### **APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED**

#### **T2.1: LIST OF RETURNABLE DOCUMENTS**

The Tenderer must complete the following returnable documents:

**1      Returnable Schedules required only for tender evaluation purposes**

- T2.2.1: Certificate of Attendance at Clarification Meeting
- T2.2.2: Certificate of Authority
- T2.2.3: Certificate of Authority for Joint Ventures (where applicable)
- T2.2.4: Location of Offices
- T2.2.5: Compulsory Enterprise Questionnaire
- T2.2.6: Record of Addenda to Tender Documents
- T2.2.7: Schedule of Proposed Sub-consultants
- T2.2.8: Schedule of the Tenderer's Experience
- T2.2.9: Tenderer's Schedule of Plant, Equipment and Locality
- T2.2.10: Financial Reference
- T2.2.11: Key Personnel
- T2.2.12: Quality Assurance And Environmental Management
- T2.2.13: Schedule Of Current Commitments
- T2.2.14: Schedule of Management / Owners / Shareholders / Directors
- T2.2.15: Proposed Amendments And Qualifications
  
- MBD 2: Tax Clearance Requirements
- MBD 3.1: Pricing Schedule – Firm Prices (Purchases)
- MBD 3.2: Pricing Schedule – Non Firm Prices (Purchases)
- MBD 3.3: Pricing Schedule – Professional Services
- MBD 4: Declaration of Interest
- MBD 5: Declaration For Procurement Above R10 Million (All Applicable Taxes Included)
- MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011
- MBD 6.2: Declaration of Local Content
- MBD 8: Declaration Of Bidder's Past Supply Chain Management Practices
- MBD 9: Certificate of Independent Bid Determination
  
- Confirmation of Outstanding Municipal Rates and Taxes for the Business Entity and Directors / Owners / Members / Partners
- Confirmation Of Rates And Taxes By Municipality
- Section 38 Declaration Form

**2 Other documents required only for tender evaluation purposes**

- BBBEE certificate
- CIDB Registration Certificate
- Full CSD Report
- Letter of Good Standing in terms of COID Act
- Municipal account that is not older than 3 months and not in arrears for more than 90 days

**3 Other documents that will be incorporated into the contract**

- C1.1 Agreements
- C1.2 Contract Data
- C2.2 Bills of Quantities



## **T2.2: RETURNABLE SCHEDULES AND DOCUMENTS**

### **T2.2.1: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that I \_\_\_\_\_

representative of \_\_\_\_\_ (tenderer)

of (address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

in the company of \_\_\_\_\_ (Employer's Representative) of

\_\_\_\_\_

visited and investigated the site on \_\_\_\_\_

**TENDERER'S REPRESENTATIVE** .....

**EMPLOYER'S REPRESENTATIVE** .....

## T2.2.2: CERTIFICATE OF AUTHORITY

I/We the undersigned, am/are authorized to enter into this contract on behalf of \_\_\_\_\_

\_\_\_\_\_ (Name of Firm)

by virtue of \_\_\_\_\_ dated \_\_\_\_\_

Name \_\_\_\_\_

Signatory \_\_\_\_\_

Date \_\_\_\_\_

---

### WITNESSES:

1. \_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Date

2. \_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Date

### PLEASE NOTE:

1. Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.
2. The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.

### T2.2.3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms \_\_\_\_\_, authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. _____ Name _____ Designation _____
		Signature. _____ Name _____ Designation _____
		Signature. _____ Name _____ Designation _____

**PLEASE NOTE:**

1. Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.
2. The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.
3. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out the Authority for signatory, Name of designated lead member of the joint venture, as required by tender condition F.2.13.4
4. Tenderers to attach a signed JV/consortium agreement or indicate a willingness to enter into a JV/consortium when appointed.

Signed

Date

-----

\_\_\_\_\_

**T2.2.4: LOCATION OF OFFICES**

**Address of Head Office**

Number of staff permanently located in office

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel:

\_\_\_\_\_

**Address of project office**

Number of staff permanently located in office

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel:

\_\_\_\_\_

Signed

Date

.....

\_\_\_\_\_

## T2.2.5: COMPULSORY ENTERPRISE QUESTIONNAIRE

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last months

\*insert separate page if necessary

#### Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

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

Name of spouse, child or parent	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

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have 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;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

-----

\_\_\_\_\_

**T2.2.6: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

Attach additional pages at the back of this page if more space is required.

Signed ..... Date .....



**T2.2.7: SCHEDULE OF PROPOSED SUB-CONTRACTORS (PRE-QUALIFICATION REQUIREMENT)**

We notify you that it is our intention to employ the following Sub-consulting for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

Attach additional pages at the back of this page if more space is required.

	Name and address of proposed Sub-consultants	Nature and extent of work	% Percentage of work	Previous experience of Sub-consultants.

Signed \_\_\_\_\_ Date \_\_\_\_\_

#### T2.2.8: TENDERER'S EXPERIENCE (40)

The Tenderer will receive a maximum of 40 points based on information provided in this schedule.

1. Points will be given for projects completed of similar nature and size.
2. Similar nature means Electricity Meter Audit.
3. The tenderer scores 20 points per project with a value of above or equal to R 450,000 on completed in the last 5 years.
4. The tenderer may list only 2 projects of similar nature and size.
5. Certified copies (Not older than 6 Months) of appointment letters / work-order with project appointment letter plus completion certificate plus Reference letter on letterheads of the institution, regarding similar work are required with the following information contained: (i) Description, (ii) Value, (iii) Actual Construction period, (iv) Date completed.
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 Projects with a value of above or equal to R 450,000 Completed in the past 5 Years	Maximum Points to be allocated	Points scored by Evaluators
1	Project/Order No.: .....Amount: R..... Project Description: ..... .....	20	
2	Project/Order No.: .....Amount: R..... Project Description: ..... .....	20	
SUB TOTAL		40	

## T2.2.9: TENDERER'S SCHEDULE OF PLANT AND EQUIPMENT (30 POINTS)

The tenderer will receive a maximum of 30 points based on information provided in this schedule.

The tenderer will receive Quality points for listing of plant and confirmation of Locality 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 4Ton or above Truck with Hi-up crane plus Bucket ( <i>Note 1</i> ) <b>Truck Reg. No.:</b> ..... OR 1 X 1Ton Bakkie Plus Trailer Mounted Cherry Picker ( <i>Note 1</i> ) <b>Bakkie &amp; Trailer Reg. No.:</b> ..... & .....	4	2	1			
2 X 1Ton Bakkie / Panel Van ( <i>Note 2</i> ). 4 points each. <b>Vehicle Reg. No.:</b> .....	8	4	2			
2 X Meter audit device described in par 3.3 of contract. Attach technical specifications of meter audit device plus calibration certificate. Or else no point to be awarded. 4 points each.	8	2	4			
Proof of your organisation's Worksite/Workshop/Office Facility preferably within Chief Albert Luthuli Local Municipality Jurisdiction. The following information must be contained in the attachment: (i) Rates and Taxes Clearance from Relevant Local Authority, (ii) Aerial Colour photo of the place.						

a) Letter of intent to establish worksite within Chief Albert Luthuli Local Municipality in 14 days from date of appointment) OR b) Worksite within Gert Sibande District Municipality) OR c) Worksite within Mpumalanga Province	10 OR 05 OR 3	N/A	N/A	N/A	N/A	
<b>SUB TOTAL</b>	<b>30</b>	<b>10</b>				

**Note 1, 2 & 3:** 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 e-Natis or vehicle registration certificate plus colour picture of the vehicle/plant with the Reg. number visible**. Failure to submit both **copy of e-Natis or vehicle registration certificate plus colour picture of the vehicle/plant with the Reg. number visible** will result in zero points.

In case of Lease, tenderers to submit copy of **singed lease agreement in lessor's company letter head** to claim for half (50%) points.

**Note 4:** Tenderers to submit Proof of ownership in the form of **technical specifications of meter audit device plus the Calibration certificates**. Failure to submit both **technical specifications of meter audit device plus the Calibration certificates** will result in zero points.

#### T2.2.11: FINANCIAL RESOURCES (10 POINTS)

The tenderer will receive a maximum of 10 points based on information provided in this schedule.

- The tenderer shall attach to this form an **Original Stamped Letter** from the bank (not older than six (6) months) confirming the bank account, details and bank rating.
- Letter must make reference to this project and the amount of your bid. Or else no point to be awarded
- In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

Item	Description	Maximum Points to be allocated	Points scored by Evaluators
1	Bank rating with proof (stamped bank letter, not older than 6 Months). Letter must make reference to this project and the amount of your bid. Or else no point to be awarded.	C or higher =10 D and lower = 0	
SUB TOTAL		10	

The Tenderer shall insert here a copy of the company's quality assurance plan, control procedures and the relevant documentation supporting its commitment to environmental management. The successful Tenderer shall furnish the Employer a detailed Quality Control Plan (QCP) and Procedure for all materials, such as Paving blocks, Prefabricated culverts, concrete kerbing, pipes, etc for approval prior to any fabrication and delivery. In the event of these documents being too extensive to be included in the procurement document, an abbreviated version of the master document will be included, referring to the master document.

**T2.2.12: KEY PERSONNEL (20 POINTS)**

**The Tenderer will receive a maximum of 20 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 employment) of the key personnel plus the certified copies (Not older than 6 Months) 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>Electrician/Site Supervisor currently employed by the bidder with a minimum of 3 years electrical work and in possession of:</p> <ol style="list-style-type: none"> <li>1. Signed CV with correct training and experience plus</li> <li>2. Certified copy of Electrical Trade Test qualification plus</li> <li>3. Certified copy of Electrical Installation certificate/card</li> </ol> <p><b>Name &amp; Surname:</b> .....</p>	<p>2 3 2</p>	
2	<p>Project Manager with minimum of 5 years Project Management work experience on electrical networks and in possession of:</p> <ol style="list-style-type: none"> <li>1. Signed CV with correct training and experience plus</li> <li>2. Certified copy of Project Management Certificate or higher plus</li> <li>3. Certified copy of N3 Electrical certificate or higher.</li> </ol> <p><b>Name &amp; Surname:</b> .....</p>	<p>2 3 2</p>	
3	<p>Person with SQL database GIS system expertise to comply with paragraph 3.4 to 3.6 of contract:</p> <ol style="list-style-type: none"> <li>1. Signed CV with correct training and experience plus</li> <li>2. Certified copy of relevant certificates or qualification.</li> </ol> <p><b>Name &amp; Surname:</b> .....</p>	<p>2 3</p>	
4	Company Organogram	1	
	<b>SUB TOTAL</b>	<b>20</b>	

**T2.2.13: SCHEDULE OF CURRENT COMMITMENTS**

The tenderer shall list below all contracts currently awarded and about to commence and tenders for which offers have been submitted but awards not yet made. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.

Attach additional pages at the back of this page if more space is required.

<b>TABLE 1: CONTRACTS AWARDED</b>				
<b>Client</b>	<b>Project</b>	<b>Expected total value of contract (incl. VAT)</b>	<b>Duration (Months)</b>	<b>Expected completion date</b>

**TABLE 2: TENDERS NOT YET AWARDED**

Attach additional pages at the back of this page if more space is required.

<b>Client</b>	<b>Project</b>	<b>Sum Tendered (incl. VAT)</b>	<b>Tendered Duration (Months)</b>	<b>Expected commencement</b>

Signed

.....

Date

\_\_\_\_\_



**T2.2.14: SCHEDULE OF MANAGEMENT / OWNERS / SHAREHOLDERS\*\* / DIRECTORS**

List all Management and shareholders/Member/Owners by Name, Position, ID No, Citizenship, HDI status and ownership. Attach additional pages at the back of this page if more space is required.

Attach additional pages at the back of this page if more space is required.

Name	Position in Enterprise	ID Number	RSA Citizenship Date	HDI Y/N	Women Y/N	% of enterprise owned

**\*\* Submit certified copies of company registration documents as proof.**

Signed \_\_\_\_\_ Date \_\_\_\_\_

## T2.2.15: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Attach additional pages at the back of this page if more space is required.

Page	Clause or item	Proposal

Signed \_\_\_\_\_ Date \_\_\_\_\_

## **TAX CLEARANCE REQUIREMENTS**

### **MBD 2**

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

1. In order to meet this requirement, bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-consultants are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**APPLICATION FOR TAX CLEARANCE CERTIFICATE  
(IN RESPECT OF BIDDERS)**

1. Name of taxpayer / bidder: \_\_\_\_\_

2. Trade name: \_\_\_\_\_

3. Identification number: 

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

4. Company / Close Corporation registration number: 

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

5. Income tax reference number: 

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

6. VAT registration number (if applicable): 

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

7. PAYE employer's registration number (if applicable): 

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

Signature of contact person requiring Tax Clearance Certificate: \_\_\_\_\_

Name: \_\_\_\_\_

Telephone number: Code: \_\_\_\_\_ Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: 20\_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- 
- Required by: .....
  - At: .....
  - Brand and Model .....
  - Country of Origin .....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....
  - \*Delivery: Firm/Not firm
  - Delivery basis .....

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

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

- Required by: .....
- At: .....
  - Brand and model .....
  - Country of origin .....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....
  - Delivery: \*Firm/Not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



## DECLARATION OF INTEREST

**MBD 4**

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name of bidder or his or her representative: \_\_\_\_\_

3.2 Identity Number: \_\_\_\_\_

3.3 Company registration number: \_\_\_\_\_

3.4 Tax Reference Number: \_\_\_\_\_

3.5 VAT Registration Number: \_\_\_\_\_

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars:

---

---

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

3.7.1 If so, furnish particulars:

---

\* MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

---

---

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.8.1 If so, furnish particulars:

---

---

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.9.1 If so, furnish particulars:

---

---

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars:

---

---

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.11.1 If so, furnish particulars.

---

---

#### **CERTIFICATION**

I, THE UNDERSIGNED (NAME) \_\_\_\_\_  
CERTIFY THAT THE INFORMATION FURNISHED IN THIS DECLARATION FORM IS CORRECT. I ACCEPT  
THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signed

Date

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

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

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

**\*YES / NO**

.....

.....

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

2.1 If no, this serves to certify that the bidder 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 more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

\* Delete if not applicable

**\*YES / NO**

3 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**

3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any 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 STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

### MBD 6.1

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

---

#### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to be less than R50 000 000 per contract (all applicable taxes included) and therefore the **80/20** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- a) Price; and
- b) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## **2. DEFINITIONS**

- 2.1.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the consultant and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;

- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary consultant’s assigning, leasing, making out work to, or employing, another person to support such primary consultant in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

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

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.1 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a



Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.2 EMEs are deemed to have a B-BBEE status of "level four (4) contributor".
- 5.3 In instances where EMEs are more than 50% owned by PDI/HDIs, such EMEs qualify as "B-BBEE status level three (3) contributor".
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-consultant is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## **6. BID DECLARATION**

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

## **7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

## 8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? \_\_\_\_\_%
- (ii) the name of the sub-consultant? \_\_\_\_\_
- (iii) the B-BBEE status level of the sub-consultant? \_\_\_\_\_
- (iv) whether the sub-consultant is an EME? **YES / NO** (delete which is not applicable)

8.1.2 and:

- (i) what percentage of the contract will be subcontracted? \_\_\_\_\_%
- (ii) the name of the sub-consultant? \_\_\_\_\_
- (iii) the B-BBEE status level of the sub-consultant? \_\_\_\_\_
- (iv) whether the sub-consultant is an EME? **YES / NO** (delete which is not applicable)

8.1.3 and:

- (i) what percentage of the contract will be subcontracted? \_\_\_\_\_%
- (ii) the name of the sub-consultant? \_\_\_\_\_
- (iii) the B-BBEE status level of the sub-consultant? \_\_\_\_\_
- (iv) whether the sub-consultant is an EME? **YES / NO** (delete which is not applicable)

8.1.4 and:

- (i) what percentage of the contract will be subcontracted? \_\_\_\_\_%
- (ii) the name of the sub-consultant? \_\_\_\_\_
- (iii) the B-BBEE status level of the sub-consultant? \_\_\_\_\_
- (iv) whether the sub-consultant is an EME? **YES / NO** (delete which is not applicable)

Add a page if more subcontractors are to be used.

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm: \_\_\_\_\_

9.2 VAT registration number: \_\_\_\_\_

9.3 Company registration number: \_\_\_\_\_

**9.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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**9.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? \_\_\_\_\_

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the consultant may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or consultant, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

Signed

.....

Date

\_\_\_\_\_

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

### MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER AUDIT,  
REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED**

**TENDER NO.: ALMT21/2022**

in response to the invitation for the bid made by:

**Chief Albert Luthuli Local Municipality**

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;



- (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed \_\_\_\_\_ Date \_\_\_\_\_

<sup>3</sup> **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

**CONFIRMATION OF OUTSTANDING MUNICIPAL RATES AND TAXES FOR THE BUSINESS ENTITY AND DIRECTORS / OWNERS / MEMBERS / PARTNERS**

Section 38 (1) (d) (i) of the supply chain management of the Chief Albert Luthuli Local Municipality stipulates that the bidder or any of the directors does not owe rates or municipal services for more than (3) three months.

According to the supply chain management policy of the Chief Albert Luthuli Local Municipality a bid will be rejected if the municipal rates and taxes are in arrears for more than 3 months based on outcome of the verification carried out before the evaluation and adjudication of tender.

In order for Chief Albert Luthuli Local Municipality to abide by the above stated section, you are hereby requested to confirm that the following business entity and its directors/owners/members/partners do not owe rates and taxes to your municipality.

**PLEASE COMPLETE THE FOLLOWING INFORMATION REQUIRED.**

Business entity name: \_\_\_\_\_

Municipality where business is situated: \_\_\_\_\_

Municipal Account No. (Business entity) : \_\_\_\_\_

<b>Name of Directors / Members / Partners / owners</b>	<b>Municipality where the Directors / Members / Partners / Owners reside</b>	<b>Municipal Account Number</b>

(You may provide all other names on a separate page if the space provided is not enough)

**CONFIRMATION OF RATES AND TAXES BY MUNICIPALITY.**

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_  
(full names) (designation)

of the municipality \_\_\_\_\_ hereby certifies that  
(Name of municipality)

- I have examined the municipal accounts of the above named person/business entity and am satisfied that all his/her municipal accounts are up to date.
- I have examined the above named municipal accounts and have found that the said accounts to be in arrears.

**Comment (if any):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature: of official:** \_\_\_\_\_

MUNICIPAL STAMP

**N.B:**

1. PLEASE ATTACH THE LATEST MUNICIPAL SERVICES CHARGES STATEMENT OF THE COMPANY AND ITS DIRECTORS/OWNERS/MEMBERS/PARTNERS.
2. FAILING TO COMPLETE THE REQUIRED INFORMATION SHALL INVALIDATE THE BID

## SECTION 38- DECLARATION FORM

Having examined the Bid and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and preference claimed are correct.

I/we certify that I/we/the company complies with the issues surround Section 38 of the Supply Chain Management Policy *interalia*:-

I/we certify the following: **(IF ALL IS IN PLACE THE ANSWER SHOULD BE YES)**

ISSUE	YES	NO
In terms of section 38 (1) (c) that the Bidder or any of the Directors is <b>not listed</b> as person prohibited from doing business with the Public Sector.		
In terms of section 38 (1) (d) (i) that the Bidder or any of the directors <b>does not</b> owe rates or Municipal services charges to any Municipality that is in arrears for more than 3 (three months). <b>Copies of the latest Municipal services charges statement of the Bidder and the Directors must be attached to the tender document.</b>		
In terms of section 38 (1) (d) (ii) that the Bidder or any Directors <b>has not failed</b> to perform satisfactory on a previous contract with the Municipality or any organ of state.		
In terms of section 38 (l) (9) (iv) that the Bidder or any of the Directors <b>has not been convicted</b> for fraud or corruption during the past 5 (five) years.		
In terms of section 38 (i) (9) (iv) that the Bidder or any of the Directors <b>has not been listed</b> in the Register of Tender Defaulters i.t.o. Section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004		

- **PLEASE INDICATE CLEARLY**
- **NOTE THAT THE MUNICIPALITY WILL VERIFY STATEMENTS**
- **ATTACH INFORMATION IF ANY ANSWER IS NO.**

Signed

.....

Date

\_\_\_\_\_

## **OTHER RETURNABLES**

- CIDB Registration Certificate
- Full CSD Report
- Pro forma OHS Notification
- Letter of Good Standing in terms of COIDA Act
- Municipal account that is not older than 3 months
- Letter from tenderers bank confirming their banking details and bank rating

## CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

### APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED

#### C1.1 Form of Offer and Acceptance

##### Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

##### APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

##### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....  
..... Rand (in words);  
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 to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature ..... Date .....

Name .....  
Capacity .....  
for the tenderer  
(Name and .....  
address of .....  
organization) .....

.....  
Name and  
signature  
of witness ..... .....

## 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 agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorized representatives of both parties.

The tenderer shall within 28 days after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect 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	.....	Date	.....
Name	.....		
Capacity	.....		
for the			
Employer	CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY PO BOX 24 CAROLINA 1185		
Name and	.....		
signature			
of witness		Date	.....
	.....		

## Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject .....

Details .....

.....  
.....  
.....

2 Subject .....

Details .....

.....  
.....  
.....

3 Subject .....

Details .....

.....  
.....  
.....

4 Subject .....

Details .....

.....  
.....  
.....

5 Subject .....

Details .....

.....  
.....  
.....

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the



documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Tenderer:

For the Employer:

.....	Signature	.....
.....	Name	.....
.....	Capacity	.....

Name and address of organisation:

Name and address of organisation:

.....	.....
.....	.....
.....	.....
.....	.....

.....	Witness Signature	.....
-------	-------------------	-------

.....	Witness Name	.....
-------	--------------	-------

.....	Date	.....
-------	------	-------

Confirmation of Receipt

The tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day)  
of ..... (month)  
20..... (year)  
at ..... (place)

For the Contractor:

.....  
Signature

.....  
Name

.....  
Capacity

Signature and name of witness:

.....  
Signature

.....  
Name

\_\_\_\_\_

## CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

### APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED

#### C1.2 Contract Data

##### CONDITIONS OF CONTRACT

The conditions of contract applicable to this contract is based on the General Conditions of Contract for Construction Works, Third Edition GCC (2015), published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685 and obtainable from [www.saice.org.za](http://www.saice.org.za).

##### Part 1: Contract Data completed by the Employer

###### Clause

- 1.1.1. The Defects Liability Period is 12 months.
- 1.1.2 The project duration is
- 36 Months
- 1.1.3 The name of the Employer is the **CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY**
- 1.1.4 The pricing strategy is by re-measurement Contract.
- 1.1.5 **The address of the Employer is:**  
Telephone: 017 843 4000  
Facsimile: 017 843 4100  
Address (physical): 28 Church Street, Carolina, 1185  
Address (postal): PO Box 24, Carolina, 1185
- 1.1.6 The time to submit the documentation required before commencement with Works execution is 28 days.
- 1.1.7 Non-working days are Sundays.
- Special Non-working days are the following statutory public holidays as declared by National or Regional Government:
- New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Election Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year-end break.
- The year-end break commences on the first working day after 15 December and ends on the first working day after 4 January of the next year.
- 1.1.8 Successful bidder to provide his or her security personnel during the audit period as failure to perform contractual duties will be penalised.
- 1.1.9 The penalty for failing to complete the Works is R 1 000,00 per day.
- 1.1.10 The latent defect period is 4 weeks.
- 1.1.11 The percentage allowance to cover overhead charges is max. 10%.

1.1.12 The percentage retention on amounts due to the Contractor is 10 %. The limit on retention is 10 % of the Contract Price.

A Retention Money Guarantee is NOT permitted.

**Part 2: Data provided by the Contractor**  
**Clause**

1.1.1.9 The name of the Contractor is. ....

1.2.1.2 The address of the contractor is:

Contact Person: .....

Telephone: .....

Facsimile: .....

Email: .....

Address (physical): .....

.....

.....

Address (postal): .....

.....

.....

- 6.2.1 The Security to be provided by the Contractor shall be
- Performance Guarantee of 10% of the Contract Sum. And;
  - Retention of 10% of the Value of the Works.

## CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

### APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED

#### C1.3 Performance Guarantee

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

##### GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: .....

Physical Address: .....

“Employer” means: .....

“Contractor” means: .....

“Engineer” means: .....

“Works” means: .....

“Site” means: .....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R .....

Amount in words: R .....

“Guaranteed Sum” means: The maximum aggregate amount of R .....

Amount in words: .....

“Expiry Date” means: The date on which the Certificate of Completion has been issued.

##### CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificates and the Certificate of Completion of the Works as defined in the Contract.

## PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the guaranteed sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory or any intention whatsoever to create a suretyship;
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that the payment of a sum certified by Engineer in an Interim Payment Certificate has not been made of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon Guarantor to make payment in terms 4.2;
  - 4.2 A first written demand issued by the employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has not still been paid.
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called upon in terms of 5; and
  - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank

compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand tot the Guarantor.
9. Payment by the Guarantor in terms of 4 or 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notice for all purposes in connection herewith.
12. This Performance Guarantee in neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Acts No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date.....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2).....

Capacity.....

..

Witness signatory (1) .....

Witness signatory (2).....



## CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

### APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED

#### C1.4 SAFETY AGREEMENT

##### MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

##### CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY (HEREINAFTER REFERRED TO AS THE MUNICIPALITY)

herein represented by

in his capacity as  
of the Municipality, he being duly authorised thereto

and

*(hereinafter referred to as the Mandatory)*

herein represented by  
in his capacity as  
of the Mandatory, he being duly authorised thereto

##### WHEREAS:

1. The Municipality and the mandatory entered into a written, alternatively oral agreement on the.....Day of .....20.....in terms of which the Mandatory undertook to carry out the following work for the Municipality , viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

*(The said contract work is hereinafter referred to as the **Work**)*

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.

4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

## **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS**

### **1. WRITTEN AGREEMENT**

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

### **2. ACKNOWLEDGEMENT BY THE MANDATORY**

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

### **3. UNDERTAKING BY MANDATORY**

- (a) The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

### **4. PERSONAL PROTECTIVE EQUIPMENT**

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Nelspruit Municipality is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

## **5. FENCING AND GENERAL MACHINERY PROTECTION**

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

## **6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA**

The Mandatory without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools, or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

## **7. SERVICES AND WORKING METHODS**

The written permission of the Chief Executive/Town Clerk of the Municipality shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools, and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

## **8. EXCAVATIONS**

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly, and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

## **9. RESTRICTION TO WORKPLACE**

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

## **10. SUBCONTRACTORS**

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

## **11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS**

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder, or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

## **12. FIRST AID**

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organisations:

- |   |                                 |
|---|---------------------------------|
| A | South-African Red Cross Society |
| B | St. John's Ambulance Foundation |
| C | South-African First-Aid League  |

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

### **13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL**

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

### **14. COMPLETION OF WORK**

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

### **15. SALVAGED MATERIAL AND EQUIPMENT**

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

### **16. BREAKING OF THESE RULES AND POOR CONDUCT**

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

### **17. INTOXICATION**

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any transgression of this nature.

### **18. CONFIDENTIALITY**

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatory shall inform the Municipality immediately should any such documents or sketches become lost.

## **19. INDEMNIFICATION BY THE MANDATORY**

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

## **20. AMENDMENTS MUST BE IN WRITING**

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

## **21. JURISDICTION AND LEGAL COSTS**

In the event of any legal action being instituted pertaining to the this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

## PARTICULARS OF THE MANDATORY

Name (Mandatory)

C.E.O. (Section 16(1))

ID NO

Designation

Name of Business

Address of Business

.  
.  
.

Tel number

(h)  
(w)  
e-mail

Number of employees employed

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

.

Date allocated

Thus done and signed on this

day of  
20

.

As witnesses:

(Signature)

(Name in print)

.

(Signature)

(Name in print)

.

\_\_\_\_\_(Signature)

\_\_\_\_\_(Name in print)

**THE MANDATORY**

day of  
20

(Signature)

(Name in print)

•

(Signature)

(Name in print)

\_\_\_\_\_(Signature)\_\_\_\_\_ (Name in print)  
**THE MUNICIPALITY**

## THE MANDATORY



## CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

### APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED

#### C2.1 Pricing Instructions

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.
2. The agreement is based on the NEC3 Engineering and Construction Contract (Third edition of June 2005 with amendments June 2006 and April 2013. 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. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

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

4. For the purpose of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
- Quantity: The number of units of work for each item.
- Rate: The agreed payment per unit of measurement.
- Amount: The product of the quantity and the agreed rate for an item.
- Lump sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.
5. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
6. 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](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
7. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
8. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sums tendered for such items.
9. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
10. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Bills of Quantities.
11. Reasonable compensation will be received where no pay item appears in the Bills of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
12. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
13. The item numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
14. Those items in the Bills of Quantities to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the prefix "L". The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
15. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

**NOTE:** The schedule of quantities shall be completed in **BLACK INK**.

**CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY**

**APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER  
AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS  
AND WHEN REQUIRED**

**C2.2 Bills of Quantities**

# APPOINTMENT OF SERVICE PROVIDER/S TO RENDER ELECTRICITY METER AUDIT, REPLACEMENT AND DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED

**BID NO: ALMT21/2022**  
**SUMMARY OF PRICE SCHEDULE**

## Part C2.2: Pricing Schedule

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
<b>A</b>	<b>PRELIMINARY &amp; GENERALS</b>				
A.1	Introductory, site and handover meetings, obtaining necessary permits, giving notices, communication and co-operation with other stakeholders.	Sum	3		
A.2	Municipal Stickers (3 Vehicles) and Identity Cards (6 Personnel)	Sum	1		
	<b>Sub-Total for A</b>				
<b>B</b>	<b>METER AUDIT</b>				
B.1	Cost to Travel to site for Audit of an existing meter / Issuing of Temper Notice & Disconnection / Reconnection.	per km	120 000		
B.2	Complete audit process on site (completion of audit forms with colour pictures taken)	Per meter	6 000		
B.3	Inspections / investigations and production of report (including collection of forensic evidence where necessary)	Per report /case	2 000		
B.4	Disconnection after 1st and Second Temper Notice. ). (colour pictures taken before & after)	each	1 000		
B.5	Disconnection after 3rd Temper Notice (Cable Cutting). (colour pictures taken before & after)	each	1 000		
B.6	Reconnection after 1st and Second Temper Notice. ). (colour pictures taken before & after)	Per report /case	1 000		
B.7	Reconnection after 3rd Temper Notice (Cable joint & Termination). (colour pictures taken before & after)	Per report /case	1 000		
B.8	Supply and installation of meter seals or tamper proof where necessary (colour pictures taken before & after)	Per meter	1 000		
B.9	Monthly reports on progress including attending monthly meetings	Monthly	36		
B.10	Quarterly reports on progress including attending quarterly meetings	Monthly	12		

B.11	Submit final report in the format specified in Contract items 3.4 to 3.6. including attending meetings.	Item	1		
			<b>Sub</b>	<b>-Total for B</b>	

C	PROVISIONAL AMOUNTS				
C.1	Provisional Sum: padlocks	Sum	1	R100 000,00	R100 000,00
C.2	Provisional Sum: procurement, Installation & Commissioning of meters and Top pole boxes when required (only on instruction from Manager: Credit Cotrol).	Sum	1	R500 000,00	R500 000,00
C.3	Handling cost & profit for the Provisional Sum for item below.		.....%	R600.000,00	
	Sub-Total for C				
D	SUMMARY				
D.1	A: PRELIMINARY & GENERALS				
D.2	B: METER AUDIT				
D.3	C: PROVISIONAL AMOUNTS				
	Sub Total				
	10% Contingencies				
	Sub Total				
	15% VAT				
TOTAL (incl VAT) (Carried forward to C1.1 Form of Offer and Acceptance)					

**APPOINTMENT OF SERVICE PROVIDER/S TO RENDER  
ELECTRICITY METER AUDIT, REPLACEMENT AND  
DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN  
REQUIRED**

**BID NO: ALMT21/2022**

**C3: SCOPE OF WORK**

**Table of Contents:**

**C3.1 STANDARD SPECIFICATIONS**

**C3.2 PROJECT SPECIFICATIONS**

**PART A: GENERAL**

PS-1	Project Description
PS-2	Description of the Site and Access
PS-3	Details of the Works

**PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

**C3.3 PARTICULAR SPECIFICATIONS**

**SECTION OHS: HEALTH AND SAFETY SPECIFICATION**

**APPOINTMENT OF SERVICE PROVIDER/S TO RENDER  
ELECTRICITY METER AUDIT, REPLACEMENT AND  
DISCONNECTIONS FOR A PERIOD OF 3 YEARS AS AND WHEN  
REQUIRED**

**BID NO: ALMT21/2022**

**C3.2: PROJECT SPECIFICATIONS**

**STATUS**

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

## **PART A: GENERAL**

### **PS1 PROJECT DESCRIPTION**

Chief Albert Luthuli Local Municipality is situated in the Mpumalanga Province with more than 600 large power users (LPU's), more than 2,500 commercial (CPU's) and 41,000 residential power users in Carolina.

The LPU meter may be a direct meter (400V, 120Amp), a CT meter (400V, 5Amp CT) or a CT/PT meter (110V PT, 5Amp CT).

The CPU meter may be a direct meter (400V, 80Amp), a direct meter (400V, 120Amp) or a CT meter (400V, 5Amp CT).

The Municipality has adopted the standard NRS057, as now required, as the level for all installations and the contractor is to ensure that they understand and comply with this standard

### **PS2 DESCRIPTION OF THE SITE**

#### **2.1 Location of site**

The work will be carried out in the following focus areas:

- **Carolina,**
- **Silobela and**
- **Emanzana**

### **PS3 DETAILS OF THE WORKS**

A brief detail of the works for which this specification is applicable is as follows:

#### **3.1 GIS**

The contractor will be required to source Surveyor General Cadastral data and perform a comparison of this data with the existing GIS data of the Chief Albert Luthuli Local Municipality as an accurate base map will have to be in place before any audits can commence.

#### **Financial Information**

The contractor shall source the Financial Information for Chief Albert Luthuli Local Municipality and link this data to the GIS. Any mismatched information is to be reported to the Municipality

#### **3.2 Meter Auditing Device**

A robust mobile device is required to audit all meters located at Chief Albert Luthuli Local Municipality. The device shall be capable of the following:

- Fitted with a GPS module



- Loading the aforementioned GIS map in conjunction with the GPS on the unit to display the meter auditors position ensuring that the auditor assigns the correct meter information to its parent property.
- Capturing the Co-ordinates of each meter and assigning them to the relevant property.
- Capturing a photograph of the meter. It is VERY IMPORTANT that the meter number and current reading is clearly visible.
- Capture a photograph of the breaker. It is VERY IMPORTANT that the meter number of phases and the breaker capacity are clearly visible.
- Capture a photograph of the seal of the meter, or the absence of a seal.

### **3.3 Information Required**

The following Information must be captured / verified:

- Co-ordinates of each meter
- Verify stand numbers assigned to meters
- Verify 21 digit Surveyor General code assigned to meters
- Verify Financial code assigned to meters
- Capture meter numbers
- Capture meter reading
- Capture date and time of audit
- Capture breaker size of meter
- Capture number of phases of meter
- Capture if the meter is sealed
- Seal the meter if not sealed and capture another picture to proof
- Capture any visual abnormalities (meter damaged etc.)
- Capture the class of accuracy of the meter

### **3.4 Reporting**

The following information shall be made available to the Chief Albert Luthuli Local Municipality in a report format as well as in a SQL database:

- A comparison of the meter numbers captured in the field with the numbers on the Financial System
- Meters which could not be audited and the reasons
- Damaged meter installations (if visible – with photos)
- Illegal connections (if visible – with photos)
- Stand without meters but are receiving services
- Progress per extension

### **3.5 Web Portal**

All abovementioned reports should be made available via a web portal and should be updated on a daily basis. The portal shall also be capable of publishing the GIS information where personnel from the Municipality can view captured information and photographs for each property's meter(s) as well as thematic maps of the following:

- Progress of the data capturing process i.e. stands visited/not visited
- Meter status i.e. in order, damaged etc.
- Unmetered connections
- Erven which do not link to the Financial System

International and/or South Africa specifications and standards cover certain aspects of design and construction. Those listed below are deemed to be an integral part of this specification. Should any contradiction or difference exist between any specification and standard, the most stringent will apply.

#### **4 NRS / SABS / IEC / British**

Any relevant bulletins, specifications of material and standards required for successful completion of the project are also applicable:

NRS 034: 2009, *ELECTRICITY DISTRIBUTION — GUIDELINES FOR THE PROVISION OF ELECTRICITY DISTRIBUTION NETWORKS IN RESIDENTIAL AREAS*

#### **5. Additional Information on the Scope:**

- Service provider shall be required to undertake work as instructed duly authorized representative.
- Service provider will be required to Inspect/audit electricity meters, disconnect illegally connections, & reconnect electrical supply to customers after fulfilment of due process.
- Service provider shall have adequate tools to carry out the instructions, shall provide its own PPE with CALLM logo.
- Service provider shall provide detail report for inspection /audit on functional and nonfunctional meters to the delegated representative
- Service provider shall keep record of all meter Inspection/audit, disconnections & reconnections made and provide proof to the duly authorized person.
- Service provider shall be required to effect disconnection list for non-payment of services, reconnections and monitoring disconnected properties after hours as in when required.
- Work conducted shall be confidential and defaulters reported to the CFO or duly authorized municipal representative.
- Service provider is required to take photos of electricity tampering, broken electricity meter seals as evidence.
- If inspections are unsuccessful due to defaulters do not present at home, denied access to premises or dog's threat, disconnections must be done at the pole and notice must be left at the house for whom to contact.
- If inspection has been done and there are no seals in the meter box service provider must seal the meter box.

#### **4.12.2 Health and Safety Specifications and Plans**

- All competent electricians / handyman must be in possession of all relevant safety equipment as laid down by Occupational Health and Safety.
- All competent electricians must be in possession of all necessary safety equipment required to perform the tasks of disconnections and reconnections.
- All protective clothing shall be provided by the service provider with CALLM branding

## PART B

### SECTION OHS: OHS 1993 HEALTH AND SAFETY SPECIFICATION

#### OHS.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

#### OHS.2 DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2014. **Employer** and **client** is therefore interchangeable and shall be read in the context of the relevant document.
- (b) **Contractor** wherever used in the contract documents and in this specification, shall have the same meaning as **Contractor** as defined in the General Conditions of Contract.

In this specification the terms **principal contractor** and **contractor** are replaced with **Contractor** and **subcontractor** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHS 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) **Engineer** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

### **OHS.3 TENDERS**

The Contractor shall submit the following with his tender:

- (a) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (b) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (c) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

### **OHS.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

### **OHS.5 RISK ASSESSMENT and SAFETY PLAN**

#### **5.1 Risk assessment**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

#### **5.2 Safety Plan**

The Safety Plan will be compiled in order to amongst others address the finding made during the Risk Assessment phase. The Safety plan will be compiled and submitted to the Engineer and Client for Approval. Construction work can only commence upon written approval of the Safety Plan by the Client.

