



*Nkomazi  
Local Municipality*

9 Park Street  
Malalane,  
1320  
Tel: (013) 790 0245  
Fax: (013) 790 0886  
Customer Care No. (013) 790 0990  
[www.nkomazi.gov.za](http://www.nkomazi.gov.za)

**BID NO: NKO 24/2026 APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE  
INSTALLATION AND COMMISSIONING OF ELECTRICAL MATERIAL AND EQUIPMENT FOR  
MARLOTH PARK, HECTORSPRUIT AND KOMATIPOORT.**

**BID NO: NKO 24/2026**

**NKOMAZI LOCAL MUNICIPALITY  
PRIVATE BAG x 101  
MALELANE  
1320**

**The Municipal Manager  
Mr. ON Nkosi**

**TEL.: 013 – 790 0245  
FAX.: 013 – 790 0886**

**VAT Registration No: 4300102938**

**PLEASE NOTE THAT THIS DOCUMENT MUST ACCOMPANY YOUR PROPOSAL AND RELEVANT DOCUMENTATION**

<b>Name of Bidder</b>	
<b>Address</b>	
<b>Contact Numbers</b>	
<b>Telephone No. or Cell phone No.</b>	
<b>Fax No.</b>	
<b>E-mail Address</b>	
<b>Tendered Amount (VAT INC)</b>	

**CIDB GRADING CLASS: 3EP or higher**

**CLOSING DATE: 12/06/2026**

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<b>BID NO:</b>	<b>NKO: 24/2026</b>	<b>INITIALS</b>	
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**NKOMAZI LOCAL MUNICIPALITY**

**BID NO: NKO: 24/2026**

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## Tender Advert



9 Park Street - Malalane  
Private Bag X101  
Malalane,  
1320  
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**BID NO: NKO 24/2026 APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE  
INSTALLATION AND COMMISSIONING OF ELECTRICAL MATERIAL AND EQUIPMENT FOR  
MARLOTH PARK, HECTORSPRUIT AND KOMATIPOORT.**

The Nkomazi Local Municipality hereby invites suitably qualified and experienced service provider to bid for the Appointment of an Electrical Contractor for the Installation and Commissioning of Electrical Material and Equipment for Marloth Park, Hectorspruit and Komatipoort for Nkomazi local municipality.

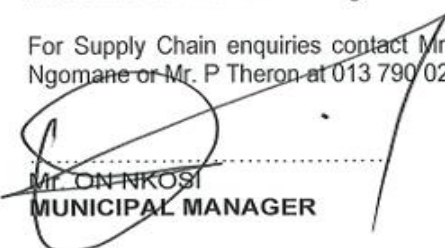
Tender documentation with complete details is available upon the payment of a non-refundable amount of **R1 740.02** for each tender document, alternatively they can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from **28/05/2026** and can be obtained at Nkomazi Local Municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from 07h45 to 15H30 (Monday-Friday).

A non-compulsory tenderer briefing session will be held on **02/06/2026 at 10H00** at the Municipal Town Hall Malelane (Kobwa Hall) at Fish Eagle. All bidders are advised not to commit fraudulent activities or forgery to documentation. All the abusers of SCM system including faking of returnable documents maybe reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years as in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2024.

A preferential system shall apply whereby this contract will be allocated to bidder in accordance with the preferential procurement policy framework Act no. 5 of 2000 and as defined in the bid document, read in conjunction with the preferential procurement regulation 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals. Completed bid documentation must be deposited on/before **12h00 on 12/06/2026** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. SA Khoza at 013 790 0386 and for technical enquiries contact Mr. H.M. Ngomane or Mr. P Theron at 013 790 0286 between 07H15 – 16H00 on working weekdays.

  
.....  
Mr. ON NKOSI  
MUNICIPAL MANAGER

**26/05/26**  
.....  
Date

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**Bidders will be evaluated on the following administrative compliance. Therefore, the undermentioned documents must be complied with, and where an attachment is required, it should be attached.**

## **PART A**

**The following conditions must be complied with failure to adhere to any of these conditions will lead to immediate disqualification:**

- a. All pages must be submitted, and all pages that require completion must be completed in the tender document. Therefore, no page removal is allowed.
- b. Painting over rates/use of correcting fluid is not allowed.
- c. Failure to submit documents required in this tender documentation.
- d. Form of offer not filled (it should be completed in words and numbers).
- e. The bid has been submitted before the closing date and time.
- f. Initial or sign all pages of the tender documents.
- g. Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of "certified copies" will not be accepted as true copies of original documents.
- h. All declarations and authorisation forms must be duly signed.
- i. Price amendment without initials and signature of authorised personnel in the bills of quantity is not allowed.
- j. Original certified copy of company registration certificate (CK) and all pages certified.
- k. Original certified copies of ID's all Directors/members/board members.
- l. Copy of the SARS Tax PIN or tax clearance certificate.
- m. Proof of CIDB registration (Minimum of **3EP or Higher**)
- n. Proof of Registration as an Electrical Contractor with Department of Labour.
- o. Certified copy of Installation Electrician or Master Electrician License Personnel for the company.
- p. Original certified copy of current municipal account for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) or copy of valid Lease Agreement of the **business**. If the rates and taxes account are not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflected on the municipal rates and taxes statement to confirm that the company operates from their property. If the business is situated in an area in which the respective municipality does not bill, attach the proof of residence issued by the municipality stating that the area in question is not billed.
- q. Original certified copies of current municipal account for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) or copy of valid Lease Agreement for **all directors and/or board members** of the company. If the rates and taxes account are not in the names of the directors/members of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name is reflected on the municipal rates and taxes statement. If the directors and/or board members reside in an area where the respective municipality does not bill, attach the proof of residence issued by the municipality stating that the area in question is not billed.
- r. Signed Letter of Authority on the company letterhead
- s. CSD detailed report (printed after the tender advert and on or before tender closing date)
- t. Joint Venture Agreement (In case of a Joint Venture) must be submitted
- u. Joint Ventures must be registered on CSD as Joint Venture.
- v. Complete the bill of quantity.
- w. Alterations to the bid document or submission of a copy of the original bid document is not allowed.
- x. Completion of the bid document using pencil is not allowed

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**PART B****SPECIAL DISQUALIFICATION CRITERIA**

Non-submission of the following documents will result in the bidders not being able to go to the next stage:

NO	DOCUMENT NAME	RETURNABLE / INCLUDED IN THE BID DOCUMENT (Mark)		
		Included in Bid Doc	Returnable	Required Documents from Supplier
1.	An Original/certified Tax Clearance or SARS Pin?	No		Yes
2.	CSD Registration Report (printed after the tender advert and on or before tender closing).	No		Yes
3.	Certified copy of Company Registration (CK) (If the copy has more than one page, all pages must be certified)	No		Yes
4.	Copy of B-BBEE Certificate (SANAS accredited) or sworn affidavit	No		Yes
5.	CIDB Grading of 3EP or Higher	No		Yes
6.	Proof of Registration as an Electrical Contractor with Department of Labour.	No		Yes
7.	Certified Installation Electrician or Master Electrician License Personnel for the company	No		Yes
8.	Authority of Signatory; Original if a copy must be certified (must be on the company letterhead)	No		Yes
9.	Certified copy of proof of payment for Municipal rates and taxes or letter from the municipality that indicates that your business is situated in an area in which it does not bill for all directors, Board members and business. If the rates and taxes account is not in the name of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name/s is reflected on the municipal rates and taxes statement to confirm that the company operates from their property	No		Yes
10.	Schedule of Rates (T13) (should be completed in full)	Yes	Yes	Yes
11.	Appointment letters and project supporting documentation stating the bidder's experience on related or similar work and track record with the <b>value/amount</b> of the contract.	No		Yes
12.	Contactable Reference Template T2.1.2 (should be completed in full by all relevant referees)	Yes	Yes	Yes
13.	Stamped Bank Rating letter not older than 3 months	No		Yes

“**Acceptable bid**” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as defined in this bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

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**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NKOMAZI LOCAL MUNICIPALITY)</b>					
BID NUMBER:	NKO: 24/2026	CLOSING DATE:	12/06/2026	CLOSING TIME:	12:00 PM
DESCRIPTION	APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE INSTALLATION AND COMMISSIONING OF ELECTRICAL MATERIAL AND EQUIPMENT FOR MARLOTH PARK, HECTORSPRUIT AND KOMATIPOORT.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (9 Park Street - Malalane Private Bag X101

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
<b>TOTAL NUMBER OF ITEMS OFFERED</b>			<b>TOTAL BID PRICE</b>	R	
<b>SIGNATURE OF BIDDER</b>	.....		<b>DATE</b>		
<b>CAPACITY UNDERWHICH THIS BID IS SIGNED</b>					

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	CONTACT PERSON	Mr Mabandla Zitha
CONTACT PERSON	Richard Mabuza	TELEPHONE NUMBER	(013) 790 0245/6/7
TELEPHONE NUMBER	(013) 790 0386	FACSIMILE NUMBER	(013) 790 0886
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS	<a href="mailto:richard.mabuza@nkomazi.gov.za">richard.mabuza@nkomazi.gov.za</a>		<a href="mailto:Mabandla.Zitha@nkomazi.gov.za">Mabandla.Zitha@nkomazi.gov.za</a>

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**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

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**1. BID INSTRUCTIONS**

- 1.1 The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
- 1.2 Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.
- 1.3 Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s), No electronic signatures allowed.
- 1.4 Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
- 1.5 Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
- 1.6 Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
- 1.7 Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
- 1.8 All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
- 1.9 Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
- 1.10 Nkomazi Local Municipality require as a condition of the bid that the non-compulsory/optional explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
- 1.11 Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, for those who purchased the tender document. No tender document will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid. Alternatively, the bid documentation can be downloaded for free on e-Tender or Nkomazi Website.
- 1.12 Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late and will not be admitted for consideration.
- 1.13 The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
- 1.14 It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council

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The minimum experience acceptable is outlined in the table below:

Category	Tenderer's experience
<p><b><u>Company Experience</u></b></p> <p>The Tender must submit similar and successfully completed projects undertaken in the last 5 years.</p>	<p>Minisubstation or Medium Voltage switchgear installations within Municipal Environment or Eskom areas (per Appointment Letter &amp; completion certificates)</p>
<p><b><u>Key Personnel</u></b></p> <p>Well detailed curriculum vitae and original certified copies of academic qualification certificates need to be attached</p>	<p>Contracts Manager with a minimum of 5 years' relevant Experience in Electrical Engineering and Project Management. Must have a Degree / B Tech in Electrical Engineering and be registered as a Professional Engineer Pr.Eng or Pr.Technologist with ECSA.</p>
	<p>Site Agent with minimum of 3 years' relevant Experience and NQF Level 6 Diploma/Degree in Electrical Engineering and Registered as a Certified Installation Electrician or Master Electrician License</p>
	<p>Safety Officer with minimum of 3 years' relevant experience and National Diploma in Health / Safety Management and registered with SACPCMP as OHS Officer</p>
<p><b><u>List of Plant</u></b></p> <p>Tenderer to submit proof of ownership with original certified copies not older than 3 months and in case of hiring, a letter of intent must be submitted with proof of ownership with original certified copies not older than 3 months.</p>	<p><b>Resources such as but not limited:</b></p> <ul style="list-style-type: none"> <li>• 8-14 ton Crane Truck</li> <li>• Rockdrill</li> <li>• TLB/ Excavator</li> <li>• LDV (Bakkie)</li> </ul>

### 1.1. Schedule of the Tenderer's Experience

The Tenderer's experience, as opposed to that of the key staff members/experts, in similar projects or areas and conditions in relation to the scope of work will be evaluated. The Tenderer shall very briefly describe his level of competence and experience in this regard and attach this to this schedule.

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The description should be put in tabular form with the following headings:

The tenderer can reproduce this extract in the layout below, if not completed manually.

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e., the service provided) inclusive of VAT (Rand)	Date Completed

### 1.2. Contactable Reference Template

This document must be completed in full by the referee and included in the tender submission.

A separate form must be completed for each reference required in the evaluation criteria. The reference letters will form an integral component of the evaluation of the Tenderer's experience, and therefore, failure to adhere to this requirement will result in such tender being prejudiced. The tenderer can reproduce this extract in the layout below, if not completed manually. If the reference is in the name of the referee, then all components, as per the extract below, should be included in the letter. Non-compliance with the requested information will render your reference letter as not qualifying.

**Note:** Please see an example below:

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**Extract | Reference Letter Template**

I, the undersigned being duly authorized to do so, hereby furnish a reference to \_\_\_\_\_  
\_\_\_\_\_(Company) relative to tender **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE INSTALLATION AND COMMISSIONING OF ELECTRICAL MATERIAL AND EQUIPMENT FOR MARLOTH PARK, HECTORSPRUIT AND KOMATIPOORT**

Name of Tenderer: \_\_\_\_\_

Description of goods/service provided: \_\_\_\_\_

Period of Appointment: \_\_\_\_\_

Appointment Value: \_\_\_\_\_

Total value of Asset Register: \_\_\_\_\_

Audit Opinion: \_\_\_\_\_

**Was their performance satisfactory? Yes / No\***

If No, please furnish details \_\_\_\_\_

\_\_\_\_\_

**Name of authorised person:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **e-mail** \_\_\_\_\_ **date** \_\_\_\_\_

**Completed on behalf of (Name of business)** \_\_\_\_\_

NB: This document must be completed in full by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose, provided it complies with all the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Failure to adhere to this requirement will result in such tender being prejudiced. Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.

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**1.3. Minimum Qualifications, Registrations and Competence of Key Personnel**

**1.3.1. Key Proposed Contract Personnel**

Full Names	Related Experience in years (Earliest to Current)	Qualifications	Professional Registration body	Proposed Project Position
				Contracts Manager
				Site Agent
				Site Foreman
				Construction Health and Safety Officer

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**(Of person authorised to sign on behalf of the Tenderer)**

**1.3.2. The Minimum Requirements with Respect to Key Personnel for Qualifications is as Follows**

Key Personnel	Minimum Qualification and Registration
<b>Contracts Manager</b>	Contracts Manager with a minimum of 5 years' relevant Experience in Electrical Engineering and Project Management. Must have a Degree / B Tech in Electrical Engineering and be registered as a Professional Engineer Pr.Eng or Pr. Technologist with ECSA.
<b>Site Agent</b>	Site Agent with minimum of 3 years' relevant Experience and NQF Level 6 Diploma/Degree in Electrical Engineering and Registered as a Certified Installation Electrician or Master Electrician License
<b>Construction Health and Safety Officer</b>	Safety Officer with minimum of 3 years' relevant experience and National Diploma in Health / Safety Management and registered with SACPCMP as OHS Officer

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**1.1. SUPPLIERS / CONTRACTORS**

1.1.1. "Certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached to this page. An example is given below.

**1.2. JOINT VENTURE**

1.2.1. The document of formation of the Joint Venture shall be attached to this page.

1.2.2. A "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

**EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY**

"By resolution of the board of directors passed at a meeting held on .....

Mr. /Ms ..... whose signature appears below, has been duly authorized

to sign all documents in connection with the tender for Contract no.....

and any contract which may arise there from on behalf of (block capitals) .....

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS/HER CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESS: 1: .....

2. ....

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1. No bid will be accepted from persons in the service of the state:
2. Any person or having kinship with a person in the service of state, or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.

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 the bidder or his representative: .....

3.2. Identify Number: .....

3.3. Position occupied in the Company (director, trustee shareholder):

.....

3.4. Company Reference Number: .....

3.5. Tax Reference Number: .....

3.6. VAT Registration Number: .....

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

YES/NO
--------

3.8. Are you presently in the service of the state?

3.8.1 If yes, furnish particulars: .....

.....

❖ MSCM Regulations: "in the service of the state" means to be-

(a) A member of-

- (i) Any municipal council
  - (ii) Any provincial legislature, or
  - (iii) The national Assembly or the national council of provinces
- (b) A member of the board of directors of any municipal entity;

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- (c) An official of any municipality or municipal entity;
- (d) An employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) A member of the accounting authority of any national or provincial public entity; or
- (f) An employee of parliament or a provincial legislature

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

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

If yes, furnish particulars: .....

.....

3.10. Do you, have any relationship (family, friend, other) with a person employed by state/Nkomazi Local municipality, who may be involved in the evaluation and adjudication of this bid? \*YES / NO

3.10.1 If yes, furnish particulars:

.....

.....

3.11. Are you, aware of any relationship (family, friend, other) between the bidder and any person employed by state/Nkomazi Local Municipality, who may be involved in the evaluation and adjudication of this bid?

3.11.1 If yes, furnish particulars: \*YES / NO

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

13.13.1 If yes, furnish particulars.

.....

.....

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**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To**

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

**1.4**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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1.6 Nkomazi Local Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Nkomazi Local Municipality.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\mathbf{80/20} \quad \mathbf{or} \quad \mathbf{90/10}$$
$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \mathbf{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1.1. POINTS AWARDED FOR PRICE

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

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80/20

or

90/10

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

$$Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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**POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS**

A total of 12,5 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -

<b>HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS</b>	<b>POINTS ALLOCATION</b>	<b>SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS</b>
100% black person or people owned enterprise	<b>5</b>	A copy of a <b>Full CSD report</b> not older than 3 months
More than 30% woman or women shareholding or owned enterprise	<b>2.5</b>	
more than 30% youth shareholding or owned enterprise	<b>2.5</b>	
More than 30% people living with disability shareholding or owned enterprise	<b>2.5</b>	A copy of a Medical Certificate to confirm disability

**POINTS FOR IMPLEMENTING OF RDP PROGRAMMES**

A total of 7.5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -

Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	<b>2.5</b>	<ul style="list-style-type: none"> <li>➤ A copy of a Full CSD report not older than 3 months</li> <li>NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.</li> </ul>
Points for valid B-BBEE level 1 contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	<b>5</b>	<ul style="list-style-type: none"> <li>➤ Certified Valid BBBEE certificate</li> <li>➤ or Certified Valid EME and SME a sworn affidavit</li> <li>➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership</li> </ul>
<b>TOTAL PREFERENCE POINTS TO BE CLAIMED</b>	<b>20</b>	

\*All certified copies must not be older than three months.

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**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

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

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

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- d. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- e. forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
 .....  
 .....

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Tenderers who meet the qualifying requirements shall be evaluated on functionality. Only tenderers achieving a minimum threshold of **70%** for functionality shall be considered responsible and eligible for further evaluation.

Functionality Criteria	Maximum Number of Points
Relevant Company Past Experience	50
Key Personnel	30
Plant and Equipment	20
<b>Maximum possible score for functionality</b>	<b>100</b>

**Tenderers must meet the minimum points of 70 points on functionality to be considered for further evaluation.**

Functionality Scorecard					Maximum Weights	
Criteria	Scoring guide			Score		
<p><b>Company Experience:</b> NB: The Tender must submit similar and successfully completed projects to qualify for maximum points.</p> <p><b>Note 1:</b> Tenderers to submit names of the completed projects with valid contact details, appointment letters and completion certificates.</p> <p><b>Non-submission will result in loss of points.</b></p>	No	Scoring Criteria	Weight		Score	<b>50</b>
	1	5 or more Minisubstations or Medium Voltage switchgear installations within Municipal Environment or Eskom areas (per Appointment Letter & completion certificates)	<b>50</b>			
	2	4 Minisubstations or Medium Voltage switchgear installations within Municipal Environment or Eskom areas (per Appointment Letter & completion certificates)	<b>40</b>			
	3	3 Minisubstations or Medium Voltage switchgear installations within Municipal Environment or Eskom areas (per Appointment Letter & completion certificates)	<b>30</b>			
	4	2 Minisubstations or Medium Voltage switchgear installations within Municipal Environment or Eskom areas (per Appointment Letter & completion certificates)	<b>20</b>			
	5	1 Minisubstation or Medium Voltage switchgear installations within Municipal Environment or Eskom areas (per Appointment Letter & completion certificates)	<b>10</b>			
	<b>MAXIMUM</b>		<b>50</b>			

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<p><b>Key Personnel –</b> Well detailed curriculum vitae and original certified copies of academic qualification certificates need to be attached for functionality points scoring otherwise no points will be allocated (<b><i>Certified copies should not be older than 3 months</i></b>)</p>	Designation	Designation	Points	Total																								
	<b>Contract Manager</b>	<p><b><u>Contract Manager - Points: 20</u></b></p> <ul style="list-style-type: none"> <li>Contract Manager with a minimum of 5 years' relevant Experience in Electrical Engineering and Project Management. Must have a Degree / B Tech in Electrical Engineering and be registered as a Professional Engineer Pr.Eng or Pr.Technologist with ECSA.</li> </ul>	<b>20</b>	<b>30</b>																								
		<p><b><u>Site Agent - Points: 5</u></b></p> <ul style="list-style-type: none"> <li>Site Agent with minimum of 3 years' relevant Experience and NQF level 6 Diploma/ Degree in Electrical Engineering and Registered as a Certified Installation Electrician or Master Electrician License</li> </ul>	<b>5</b>																									
	<b>Safety Officer</b>	<p><b><u>Safety Officer - Points: 5</u></b></p> <ul style="list-style-type: none"> <li>Safety Officer with minimum of 3 years' relevant experience and National Diploma in Health / Safety Management and registered with SACPCMP as OHS Officer.</li> </ul>	<b>5</b>																									
<p><b>List of plant-</b> 1. Tenderer to submit proof of ownership with original certified copies not older than 6 months. And in case of hiring, a letter of intent must be submitted with proof of ownership with original certified copies not older than 3 months.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Required plant</th> <th style="text-align: center;">Points</th> <th style="text-align: center;">Owned</th> <th style="text-align: center;">Hired</th> </tr> </thead> <tbody> <tr> <td>8-14 ton Crane Truck</td> <td style="text-align: center;">5</td> <td></td> <td></td> </tr> <tr> <td>Rockdrill</td> <td style="text-align: center;">5</td> <td></td> <td></td> </tr> <tr> <td>TLB/ Excavator</td> <td style="text-align: center;">5</td> <td></td> <td></td> </tr> <tr> <td>2 x LDVS Bakkies</td> <td style="text-align: center;">5</td> <td></td> <td></td> </tr> <tr> <td><b>Maximum points</b></td> <td style="text-align: center;"><b>20</b></td> <td></td> <td></td> </tr> </tbody> </table>			Required plant	Points	Owned	Hired	8-14 ton Crane Truck	5			Rockdrill	5			TLB/ Excavator	5			2 x LDVS Bakkies	5			<b>Maximum points</b>	<b>20</b>			<b>20</b>
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<b>Maximum points</b>	<b>20</b>																											
<b>Functionality Threshold (Minimum score)</b>				<b>70</b>																								
<b>Total Points for Functionality</b>				<b>100</b>																								

**NB: A bidder must score a minimum of 70 points to qualify for the next round of the evaluation (to be considered for pricing and preference points). If the bidder receives any points less than 70, the Bidder will be disqualified. Also note that points are not cumulative.**

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The following standard terms and conditions of bid have been accepted and laid down by the Council of Nkomazi Local Municipality and are applicable to all bids, contracts and orders, unless otherwise directed by the Council prior to the invitation of bids.

## 1. GENERAL DIRECTIVES

### 1.1. Formal contracts

Formal contracts shall only be concluded with bidders where this requirement is stated in the bid documents. In the absence of a formal contract, the duly completed and signed bid accepted by a letter of acceptance by Nkomazi Local Municipality and signed by both parties, shall be the contract between the parties, and this shall include the tender document.

### 1.2. Expenses

Unless otherwise indicated in the bid documents, Nkomazi Local Municipality shall not be liable for any expenses incurred in the preparation or submission of any bid.

### 1.3. Briefing Notes

Nkomazi Local Municipality may issue Briefing Notes from time to time during the bid submission phase so that prospective bidders will timeously be made aware of any and all information that might assist them in articulating their bids.

Briefing Notes will be sequentially numbered to facilitate easy reference.

### 1.4. Governing laws

Laws of the Republic of South Africa shall govern contracts arising from the acceptance of bids.

### 1.5. Site inspections and explanatory meetings

1.5.1 Nkomazi Local Municipality may require the attendance of a Compulsory site inspection or explanatory meeting. Where this is a condition of bid, bidders must attend the site inspection or explanatory meeting in order to submit a valid bid. Failure to attend or coming late for the said meeting will result in the bid being non-compliant.

1.5.2 Particulars of the place and time of the site inspection or explanatory meeting will be indicated in the advertisement and the bid documentation.

1.5.3 Minutes will be taken of all information disclosed during the site inspection or explanatory meeting, and copies of these minutes will be made available on request to all interested parties that attended the relevant inspection or meeting.

1.5.4 Where the attendance of the site inspection or explanatory meeting is an absolute requirement to the bid, bidders must be required to certify that they attended the site meeting or explanatory meeting and that they are fully aware of the scope of the bid.

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## 2. INVITATIONS TO TENDER/BID

### 2.1. Service Provider Database

Nkomazi Local Municipality may issue invitations to bid for specific supplies or services to service providers listed on the Nkomazi Local Municipality service provider database.

Without derogating from the above, Nkomazi Local Municipality reserves the right to go to open bid for the obtainment of supplies or services.

Requests for listing on the service provider database of Nkomazi Local Municipality will be issued from time to time in the local media.

### 2.2. Documents to be used

- 2.2.1 Bids must make use of the prescribed bid documents, and supply all necessary and required information called for therein.
- 2.2.2 Failure of a bidder to submit a bid duly signed in black ink, or to provide all required documentation or to complete bid documentation and certificates in all respects, may invalidate the bid.
- 2.2.3 Bidders should not qualify their bids by their own conditions, and such bidders run the risk of having their bid declared invalid.
- 2.2.4 Nkomazi Local Municipality may request the furnishing of a non-refundable bid deposit together with the submission of bids. This is to defray in part the cost of non-responsive bids, and to prevent nuisance bids being submitted.

## 3. Samples

- 3.1.1. Prospective bidders may be charged for samples provided to them by Nkomazi Local Municipality. Failure to do so may render the bid invalid. Nkomazi Local Municipality shall not be liable for any cost involved in the supply of samples by a tenderer/ bidder;
- 3.1.2. Where samples are called for in the bid documents, samples must be clearly marked with the bid numbers, item number and name of the bidder. Samples must reach the designated address for the submission of bids no later than the closing time;
- 3.1.3. Nkomazi Local Municipality may accept goods offered on loan for trial purposes, but is under no obligation to purchase the loaned goods, or any similar goods, and Nkomazi Local Municipality accepts no responsibility in the event of breakage of damage, or for the depreciation of depreciable goods.

## 4. Closing of tenders/bids

- 4.1. Bids close at 12:00 PM on the closing date as indicated in the bid documents.
- 4.2. Extension of the closing date may be granted in certain circumstances where such extension is justified. Any extension will however be published before the original closing date or can be communicated during briefing session.
- 4.3. Tenders/bids shall be considered late if they are received at the address indicated in the bid documents after the closing time on the closing date. A late bid shall not be admitted for consideration, and where practicable, shall be returned unopened to the bidder.

## 5. Submission of tenders/bids

- 5.1. Tender/bid documents must be deposited in the bid box at the address indicated in the bid documentation, failing which at a clearly indicated alternative site (where applicable).
- 5.2. Tenders/bids must be deposited in a sealed envelope or container, which envelope or container must clearly indicate the bid number and description of bid (where applicable).

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- 5.3. Tenders/bids must be submitted in English.
- 5.4. Tenders/bids received by facsimile, telegram, telex, e-mail or other similar media will not be accepted as validly submitted bids (where applicable).
- 5.5. Only original tenders/bids or photocopies of the original documentation which is submitted in the prescribed manner may be accepted as valid bids.
- 5.6. All tenders/bids received prior to the closing date shall be kept in safe custody until the closing time of bids.

**6. Opening of tenders/bids**

- 6.1. Tenders/bids will be opened in public (where applicable) as soon as practicable after the closing time.
- 6.2. Tenders/bids will be given a registration mark and a list of bids received will be placed on record.

**7. Validity periods**

The period for which bids are to remain valid and binding shall be indicated in the bid documents. The validity period is calculated from the closing time and will continue until the close of business on the last day of the period, and where this day falls on a Saturday, Sunday or public holiday, the bid will remain valid and binding until the close of business on the following business day.

**8. Tender/bid prices and delivery periods**

- 8.1. Firm tender/bid prices and delivery periods are preferred.
- 8.2. "Firm" prices are deemed to be prices which, are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of any tax, levy or duty, which in terms of a law or regulation is binding on the bidder and will demonstrably have an influence on the prices of supplies or on the cost of rendering services.
- 8.3. "Non-firm" prices are deemed to be all prices which are not "firm."
- 8.4. Where non-firm prices are offered, Nkomazi Local Municipality may require the submission of proof regarding labour and material costs, or other factors which are specified by the bidder, and should these costs be seen to be unrealistic, it may negatively affect the consideration of the bid.
- 8.5. Where applicable, the value of certificates (payment) issued in terms of the contract, shall be increased or decreased by applying a "contract price adjustment factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule referring to the General Conditions of Contract for works of engineering construction.
- 8.6. Expressions relating to the delivery of supplies or services which are unspecified such as "soonest" or "earliest" etc. are not acceptable. Where it has not been indicated whether prices or delivery periods are firm or not, bided prices and delivery periods shall be deemed to be firm and the contractor shall be bound thereby.

**3. CONSIDERATION OF TENDER/BIDS**

- 3.1. All bids validly submitted will be taken into consideration. Each tender/bid will be reviewed and evaluated for its ability to deliver the specific requirements of the bid in line with set criteria of paragraph 3.3.
- 3.2. Nkomazi Local Municipality is under no obligation to accept any tender/bid, or to accept the lowest tender/bid.
- 3.3. All tenders/bids will be reviewed and evaluated in accordance with the following criteria:
  - General Information supplied by the bidder
  - Compliance with bid requirements

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- Pricing
  - Technical Evaluation
  - Preferential Procurement points
- 3.4. Nkomazi Local Municipality may elect to invite verbal presentations from bidders for clarification of the content of their bids.
- 3.5. Nkomazi Local Municipality may, where a bid relates to more than one item, accept such tender/bid in respect of any specific item or items, and may also accept part of the specified quantity of any specific item or items.
- 3.6. Any decision by Nkomazi Local Municipality shall be final and Nkomazi Local Municipality shall only on request provide reasons for the acceptance or passing over of a bid.
- 3.7. Where a bid has been granted on the strength of information furnished by the bidder, which later proves to be incorrect, Nkomazi Local Municipality may, in addition to any other remedy it may have, recover all costs and damages suffered or sustained by Nkomazi Local Municipality as a result of the award of the bid from the bidder, and/or cancel the agreement and claim damages from the bidder.
- 3.8. Nkomazi Local Municipality will award a preference to bids in accordance with the Preference Certificate in the form of BBBEE status level certificate [T 5].
- 3.9. In the event of equal bids, the following order of priority will normally be applied in the consideration of equal bids:

**Evaluation of bids that scored equal points**

- 3.9.1. In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for BBBEE,
- 3.9.2. IF two or more bids have equal points, including equal preference points for BBBEE, the successful bid must be the one scoring the highest score for functionality if functionality is part of the evaluation process,
- 3.9.3. In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots
- 1.1. Successful bidders will be notified in writing of the acceptance of their bids.

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#### 4. TERMS AND CONDITIONS

##### 4.1 Information provided

Nkomazi Local Municipality provides the bid documentation or any other information, in good faith. Any party or parties considering entering into a contract with Nkomazi Local Municipality on the basis of such information should conduct their own investigations and obtain the necessary professional advice and council, at their cost, necessary to formulate their own opinion regarding all matters related to the bid. Nkomazi Local Municipality cannot be held liable for any costs or damages flowing from a failure to do so by any bidder.

##### 4.2 Legal and regulatory framework

4.2.1. All bids must function and be implemented within the general legal and regulatory framework relating to the supply or service, and requires compliance with all law by any bidder.

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- 4.3.2. The onus is on the bidder to ensure compliance of its bid as well as during the implementation of the bid with the applicable legal and regulatory requirements, and Nkomazi Local Municipality reserves the right to reject any bid on the basis of non-compliance by the bidder with the applicable legal and regulatory framework.
- 4.4.3. Where relevant Nkomazi Local Municipality may request the Respondent to submit proof of compliance with any aspect of the legal and regulatory framework.

#### **4.3 No representations or warranties**

All information contained in or provided as part of the bid documentation is offered in good faith and for the guidance of bidders. Nkomazi Local Municipality does not make any representation (express or implied), or provide any warranty as to the accuracy, completeness or correctness of bid documentation. Nkomazi Local Municipality shall not be liable for any claim for loss or damage to any bidder arising from any error, misstatement or omission contained in the bid documentation or any reliance thereon.

#### **4.4 Declaration of interest**

In order to prevent allegations of favouritism or nepotism in the procurement process, bidders must complete the Declaration of Interest & Interest in the State. (T4)

#### **4.5 Reservation of rights**

- 4.5.1. Nkomazi Local Municipality reserves the right to consider all possible options during the evaluation of bids. This includes the right not to proceed with the bid, suspend or temporarily defer the bid, or not to award the bid to any bidder. No liability shall attach to Nkomazi Local Municipality in the exercising of any of these rights.
- 4.5.2. If Nkomazi Local Municipality elects not to award the bid to any bidder, it may at its sole discretion, solicit bids in such manner as it may deem necessary in its absolute and sole discretion.
- 4.5.3. Copyright of all documents, data, designs, electronic aids, programmes etc. forming part of the bid documentation or developed by Nkomazi Local Municipality, shall remain to vest in Nkomazi Local Municipality.

#### **4.6. Queries relating to the bid**

- 4.6.1. Any queries relating to a bid or any process should be addressed in writing (registered mail, facsimile or e-mail), marked for the attention to:

**The person and address stated in the bid documentation**

- 4.6.2. Queries will be responded to in writing, and the written query and response may be distributed to all prospective bidders who have collected the bid documentation. The names of bidders raising queries will not be made known.

#### **4.7. Information to be provided by bidders**

The onus is on the bidder to ensure that all requirements contained in the bid documentation are complied with and all information requested from the bidder is supplied.

#### **4.8. Independent submission**

By submitting a bid, each bidder certifies that –

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- 4.8.1. Its bid has been submitted independently, without consultation, communication or agreement for restricting competition, with any other bidder or to any other competitor; and
- 4.8.2. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.

**4.9. Sole property of Nkomazi Local Municipality**

- 4.9.1. All materials, information and data submitted by bidders shall become the sole property of Nkomazi Local Municipality, with the exception of –
  - 4.9.1.1. Confidential financial statements of the bidder; and
  - 4.9.1.2. Copyright material, trade secrets or other proprietary information clearly identified as such by the bidder.

**4.10. Confidentiality**

- 4.10.1. Nkomazi Local Municipality undertakes to keep confidential all information received from any bidder which is clearly identified as confidential in the bid and which is not already public knowledge or available in the public domain or in the hands of Nkomazi Local Municipality or required to be disclosed by legal or regulatory requirements, and the bidder accordingly indemnifies Nkomazi Local Municipality against any claim or liability for its refusal to disclose the relevant information/data to any person seeking access thereto. Failure to honour such indemnity shall be deemed to be a waiver by the bidder of its right to exemption from disclosure and shall Nkomazi Local Municipality be authorised to provide a copy of the relevant information/data or any part thereof to the requester.
- 4.10.2. Information disclosed by Nkomazi Local Municipality is deemed as confidential and it is expected that bidders treat it as such. This includes all information which is not public knowledge or available in the public domain or required to be disclosed by legal or regulatory requirements. Bidders will be held liable for non-compliance in this regard.
- 4.10.3. No information of bidder shall be made available to another bidder or any person unless requested by the court of law. Bidder can be allowed to request to see his/her bid document or to seek clarity of his/her failure, but not to have access to other bidder's information.

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(a) CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

(b) PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- The following documents shall be deemed to form and be read and construed as part of this agreement:
  - Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - General Conditions of Contract; and
  - Other (specify)
- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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**CONTRACT FORM - RENDERING OF SERVICES**

(c) PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as.....  
accept your bid under reference number .....dated..... for the rendering of services indicated  
hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty)  
days after receipt of an invoice.


DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP 

WITNESSES

1 .....

2 .....

DATE: .....

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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(d) 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	<p><b><i>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?</i></b></p> <p><b><u>(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).</u></b></p> <p><u>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.</u></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><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></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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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**

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
  
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. Take all reasonable steps to prevent such abuse;
  
  - b. Reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the 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:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(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;

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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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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1. Name of firm: .....
2. Postal address.....
3. Physical address: .....
4. Telephone: .....
5. Fax no.: .....
6. E-mail: .....
7. Contact person: .....
8. Enterprise/ company Income Tax no.: .....
- (Insert personal income tax number if a one-person business and personal income tax numbers of partners, if a partnership)
9. VAT registration no: .....
10. Tax clearance certificate attached (must be an original document & valid on the closing of the tender)
11. Bank account number and bank where account is held:  
.....
12. Proof of payment of municipal services attached (or a letter from your local municipality which exempt you/company from payment of services)
13. Corporate entity registration no.....
14. Type of enterprise.....  
(e.g. partnership, company, cc, one person business etc.)  
(Certified copy of enterprise certificate)

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15. Country of registration or incorporation .....

16. Manner of participation: .....

(e.g. main contractor, supplier, professional service provider, joint venture, consortium etc.)

17. Business Sector.....

18. Total number of employees:

Full time.....

Part time: .....

Did your firm exist under a previous name?

.....

If yes, what was its previous name?

.....

Who were the owners/partners/directors?

.....

10. List all the partners, proprietors and shareholders by name, identity number, citizenship and shareholding:

Name	ID number	Citizen- Ship	Date of Ownership	%Share Holding/Ownership
1				
2				
3				
4				
5				

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Note: Where owners are themselves a corporate entity or partnership, please identify such.

11. List the major items of equipment, plant and vehicles owned by the firm or the owner, but utilised or to be utilise by the by the company (e.g Vehicles)

	Description	Number
1		
2		
3		
4		
5		
6		

12. Provide proof of organisational capability and practice profile to deliver the required supplies or services. (If insufficient space, the information may be provided as a separate annexure)

.....  
.....

13. List the four largest contracts/assignments completed or in the process of being completed by your enterprise in years. (N.B.: Provide additional information on a separate paper if necessary)

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

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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Scope of work/Nature carried out previously	Contracted by whom /Employer name	tel & fax	Contract fee amount /value of work	Year of Completion

The undersigned is duly authorised to do so on behalf of the bidder and affirms that the information furnished is true and correct.

Signature .....

Duly authorised to sign on behalf of .....

\_\_\_\_\_  
COMMISSIONER OF OATH

\_\_\_\_\_  
DATE

WITNESSES

1 .....

2 .....

DATE: .....

OFFICIAL STAMP



<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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1. I/We hereby bid to supply all or any of the supplies and/or to bid all or any of the services as described and required in the bid documentation to Nkomazi Local Municipality, on the terms and conditions and in accordance with the specifications as stipulated in the bid documentation (which bid documentation shall be taken as part of, and incorporated into, this bid) at the prices and delivery periods as required therein.
2. I/We agree that –  
the offer herein contained shall remain binding on me/us and open for acceptance by Nkomazi Local Municipality during the validity period indicated in the bid documentation, which period shall be calculated from the closing time of the bid;
3. this bid and its acceptance shall be subject to the Standard Terms and Conditions of Bid [T 5] which are contained in this bid documentation and with which contents I am/we are fully acquainted with;
4. if I/we withdraw my/our bid within the validity period of the bid for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Nkomazi Local Municipality may, without prejudice to any other remedies at its disposal, agree to the withdrawal or cancellation of the bid or contract that may have been entered into and I/we will then pay to Nkomazi Local Municipality any additional expense incurred by Nkomazi Local Municipality having to either accept any less favourable bid, or if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
5. if my/our bid is accepted the acceptance may be communicated to me/us by letter by ordinary post or registered post and that the Post Office shall be regarded as my/our agent, and delivery of such acceptance to the Post Office shall be treated as a delivery to me/us;
6. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose our *domicilium citandi et executandi* in the Republic at:  
.....
7. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid and that the prices and scope of work bided cover all my/our obligations in terms of the bid documentation and that I/we accept that any mistakes regarding prices or calculations will be at my/our risk.
8. I/We hereby accept full responsibility for the proper execution and due fulfilment of all obligations and conditions devolving on me/us under this contract as the principal bidder liable for the contract.
9. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any judgment obtained against me/us as a result of such action.

Signature ..... Tender/Bid no.....

Capacity .....

Duly authorised to sign on behalf of  
.....

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## 1. TERMS OF REFERENCE

The successful Tenderer shall be responsible for the installation, testing, commissioning and handover of electrical infrastructure and associated equipment for electrical projects in Komatipoort, Marloth Park and Hectorspruit within Nkomazi Local Municipality.

The Contract shall strictly be for the installation and commissioning of electrical equipment and materials, including the supply, delivery and installation of all consumables, accessories, minor materials, plant, labour, transport, tools, testing equipment and incidentals required to complete the required installations.

The Municipality shall supply the bulk electrical equipment and materials listed in this specification from the municipal storage facility. The successful Tenderer shall collect, transport, safeguard and install the materials at the respective project sites.

All work shall comply with the latest applicable Eskom Distribution Standards, NRS Specifications, SANS Standards, IEC Standards and all applicable South African electrical regulations.

### **Free-Issued Municipal Materials (Stores Issued Material)**

All materials free issued from Municipal stores shall be regarded as new, fit for purpose, and compliant with the project specifications and applicable standards.

Upon receipt or collection of such materials from Municipal stores, the Contractor shall assume full custody, responsibility, and liability for the safekeeping, transportation, handling, and installation thereof. The successful Tenderer shall treat such materials as if they were procured directly by themselves and shall bear all associated risks including loss, damage, theft, deterioration, or misuse from the point of collection until final installation and handover.

The successful Tenderer shall be responsible for inspecting, testing, and verifying all materials received from Municipal stores prior to installation. Any defects, discrepancies, or non-conformances shall be reported immediately to the Engineer/Employer's Representative prior to installation. Installation of defective or non-compliant materials without prior written approval shall be at the Contractor's own risk and cost.

The Contractor shall further be responsible for ensuring that all pre-issued materials are properly integrated into the works and comply fully with the design intent, specifications, and applicable Eskom Distribution Standards, NRS Specifications, SANS Standards, IEC Standards, and all relevant South African electrical regulations.

The Municipality reserves the right to reject any equipment, materials, workmanship or installation methods that do not comply with the required technical specifications, approved standards or Engineer's instructions.

## 2. SCOPE OF WORK

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The scope of installation and commissioning shall include, but not necessarily be limited to, the following electrical equipment and materials:

- Medium Voltage Underground cables
- Medium Voltage Overhead conductor
- Low Voltage Underground cables
- Ring Main Units (RMUs)
- Miniature Substations and Transformers

The Contractor shall provide all labour, supervision, transport, lifting equipment, tools, machinery, safety equipment and consumable materials required for the successful execution of the Works.

## 2.1. Komatipoort Scope of Works

The scope of works in Komatipoort includes the following installations:

- Installation of a new 22kV Fox overhead ring feeder from Bourhill Street to Engine Garage mini substation.
- Replacing the existing burnt ground mounted transformer at Rissik with a new Type B 500kVA Dual Ratio Miniature Substation, Voltage Ratio 11kV/6.6kV/420V, Vector Group Dyn11 (HV Winding 1 = 6.6kV, HV Winding 2 = 11kV, LV Winding = 420V).
- Replace the existing 3-Way RMU at MP Cash & Carry with a new 11kV 4-Way RMU complete with 4 × 630A ring cable isolators.
- Install new 11kV 95mm<sup>2</sup>, 3 core XLPE MV ring feed cable from the existing transformer in Rissik Street, located at coordinates -25.434672, 31.953523, to the proposed connection point at the RMU at MP Cash & Carry, located at coordinates -25.435377, 31.955045.

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## 2.2. Marloth Park Scope of Works

The scope of works in Marloth Park includes the following installations:

- Replace the existing Municipal 200kVA transformer located at corner of Renoster and Olifant Street in Marloth Park, at coordinates -25.350599, 31.773545 with a new 500kVA ground-mounted step-up transformer, 420V/3.3kV, Dyn11.
- Replacement of the existing LV cable at Cnr Volstruis & Hornbill Street with a 70mm<sup>2</sup>, 4 core, 600/1000V PVC PVC SWA copper cable.
- Replacement of the existing MV cable at Cnr Eland & Seekoei Street with 11kV 25mm<sup>2</sup>, 3 core XLPE cable.
- Submit an application to Eskom for the upgrade of the existing Eskom-owned 200kVA transformer to a 500kVA transformer.
- Replacement of the existing MV cable in Kudu Street with 11kV 25mm<sup>2</sup>, 3 core XLPE cable.

## 2.3. Hectorspruit Scope of Works

The scope of works in Hectorspruit includes the following installations:

- Installation of a new 11kV 70mm<sup>2</sup>, 3-core XLPE underground MV cable from the mini-substation at Olienhout Street, located at coordinates -25.442429, 31.681200 to RMU at Kiaat Street located at coordinates -25.440568, 31.683420 (±440m).

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## 2.4. Electrical Material and Equipment Free Issued by the Municipality

The following bulk materials and equipment shall be Issued by Nkomazi Local Municipality to the Contractor:

- Medium Voltage Underground cables
  - 230m of 11kV 95mm sq x 3 core XLPE cable
  - 30m of 22kV 95mm sq x 3 core XLPE cable
  - 300 of 11kV 25mm sq x 3 core XLPE cable
  - 550m of 11kV 70mm sq x 3 core XLPE cable
- Medium Voltage Overhead conductor
  - Overhead Fox Conductor x 6000m
- Low Voltage Underground cables
  - 300m of 70mm sq x 4 core (600/1000V PVC PVC SWA Copper)
- Ring Main Units (RMUs)
  - 1 x 22kV 3 Way RMU with 3 x 630A Ring Cable Isolator
  - 1 x 11kV 4 Way RMU with 4 x 630A Ring Cable Isolator
- Miniature Substations and Transformers
  - 1 x Type B 500kVA Dual Ratio Miniature Substation, Voltage Ratio 11kV/6.6kV/420V, Vector Group Dyn11 (HV Winding 1 = 6.6kV, HV Winding 2 = 11kV, LV Winding = 420V).
  - Ground Mounted Step-up Transformer 500kVA 420/3300V Dyn11
- MV overhead poles
  - 30 x Pole 11m Wood 160 -180mm tops
  - 5 x Pole 11m Wood 180 -200mm tops
  - 10 x Pole 12m Wood 160-180mm tops
  - 5 x 2.5m Wooden X-Arm

The successful Tenderer shall collect the materials from the municipality storage facility and verify the quantities and condition of materials upon collection.

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### 3. DETAILED TECHNICAL SPECIFICATIONS

#### 3.1. Applicable Standards

All works under this contract shall comply with the latest editions of the following standards:

- SANS 780 – Distribution Transformers
- SANS 1339 – Electric Power Cables
- SANS 10198 – Earthing of Low Voltage Distribution Systems
- SANS 10280 – Medium Voltage Cables
- IEC 60502 – Power Cables with Extruded Insulation
- IEC 62271 – High Voltage Switchgear and Controlgear
- NRS 048 – Electricity Supply Quality
- NRS 053 – MV Switchgear
- NRS 079 – Distribution Transformers
- Eskom Distribution Standards and Specifications
- Occupational Health and Safety Act

All equipment shall be suitable for operation in outdoor South African environmental conditions including high temperatures, UV exposure, dust and humidity.

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### 3.2. Transformers and Mini substations

The Contractor shall install miniature substations and transformers including:

- Foundations
- Plinths
- Earthing systems
- HV and LV connections
- Lightning protection
- Cable terminations
- Oil handling where required

The Contractor shall install miniature substations and transformers including:

- Insulation resistance tests
- Earth continuity tests
- Oil level verification
- Ratio testing where applicable
- Functional checks

The Contractor shall issue commissioning records and Certificates of Compliance (CoC).

### 3.3. RMU Installation and Testing

The Contractor shall install RMUs including:

- Foundations and plinths
- Positioning and mounting
- Earthing connections
- MV cable terminations
- Functional operation testing
- Gas pressure verification

Testing shall be conducted in accordance with manufacturer requirements and Eskom standards.

The Contractor shall issue all required commissioning certificates and test reports.

### 4.3. MV and LV Underground Cables

The Contractor shall install all underground cables in accordance with Eskom, NRS and SANS standards.

Works shall include:

- Excavation and trenching

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- Bedding material
- Cable laying
- Cable markers
- Warning tape
- Backfilling and reinstatement
- Cable joints and terminations
- Horizontal directional drilling

This project utilises 25mm<sup>2</sup>, 70mm<sup>2</sup> and 95mm<sup>2</sup> 3 core XLPE MV cables and 70mm<sup>2</sup> 4 core (600/1000V PVC PVC SWA Copper) LV cables with rated nominal voltage with rated nominal voltage.

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#### 4.4. Overhead conductor installation

The Contractor shall carry out the complete construction of MV overhead lines including:

- Route survey and setting out
- Pegging of pole positions
- Excavations
- Pole planting
- Installation of cross-arms and structures
- Installation of stays and struts
- Stringing and sagging of conductors
- Installation of insulators
- Earthing and lightning protection
- Testing and commissioning

All works shall comply with NRS 041 and Eskom overhead line construction standards.

#### 4.4.1 Excavations and Pole Planting

Excavations for poles, stays and trench earths shall not remain open for more than 24 hours.

The Contractor shall provide:

- Barricading
- Warning signs
- Safety tape

Excavations shall be classified as follows:

- Pickable soil
- Soft rock
- Hard rock

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#### 4.4.2 Pole Planting Depths

Poles shall be planted to the following minimum depths:

Pole Length	Planting Depth
7 m	1.3 m
8 m	1.4 m
9 m	1.6 m
10 m	1.8 m
11 m	1.8 m
12 m	2.0 m
13 m	2.2 m
15 m	2.5 m

Backfilling shall be compacted in layers not exceeding 300 mm.

No excavation shall remain open unattended.

#### 4.4.3 Stays, Struts and Stay Wire

Stays and struts shall be installed:

- At all terminal structures
- At angle structures
- At locations where structural stability is required

Stay wires shall comply with applicable Eskom drawings and standards for galvanised steel stay assemblies.

Stay insulators shall:

- Be porcelain or fiberglass type
- Have a minimum ultimate breaking strength of 100kN
- Have minimum wet and dry flashover voltages of 30kV and 35kV respectively

Strut poles shall:

- Include anti-climbing devices
- Include danger signs
- Include anti-pivoting stay plates where required

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#### 4.4.4 Lightning, Arrestors and Earthing

Lightning arrestors shall:

- Be installed at transformers and specified equipment
- Be mounted on transformer tanks or structures
- Be connected in accordance with Eskom standards

Earthing systems shall be installed for:

- Transformers
- RMUs
- Cable boxes
- Lightning arrestors
- Switchgear
- Metallic structures carrying equipment

#### 4.4.5 Bush Clearance

The Contractor shall clear all vegetation required for the safe installation and operation of the MV overhead line infrastructure.

Bush clearance shall include:

- Shrubs
- Grass
- Small trees
- Tree branches
- Obstructions within servitude or roadway reserves

The overhead lines shall generally be installed within residential street environments.

#### Tree Trimming and Removal

The Contractor shall:

- Trim or remove trees interfering with the overhead line route
- Dispose of all vegetation and debris at approved dumping sites
- Ensure statutory environmental compliance
- Obtain approval prior to removal of large trees where applicable

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#### **4.5. Testing and Commissioning**

Testing and commission work shall include but not be limited to:

- Continuity testing
- Insulation resistance testing
- Phase rotation testing
- Earth resistance testing
- Pressure testing where applicable
- Functional operation tests
- Protection testing
- Transformer testing
- RMU operational tests
- HV cable sheath testing
- Cable phasing tests

No equipment shall be energised without approval from the Engineer and Municipality.

#### **4.6. Certificates and Handover Documentation**

The Contractor shall submit the following prior to Practical Completion:

- Certificates of Compliance (CoCs)
- Test reports
- Commissioning certificates
- Manufacturer certificates
- As-built drawings
- Cable schedules
- Earthing test results
- Protection settings
- Inspection records

All documentation shall be submitted in both hard copy and electronic format.

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**NKOMAZI LOCAL MUNICIPALITY**

**BID NO: NKO 24/2026**

**BID NO: NKO 24/2026 APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE  
INSTALLATION AND COMMISSIONING OF ELECTRICAL MATERIAL AND EQUIPMENT FOR  
MARLOTH PARK, HECTORSPRUIT AND KOMATIPOORT.**

**POTION 2 – THE CONTRACT**

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<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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The Municipal Manager  
Nkomazi Municipality  
Private Bag X 101  
Malalane  
1320

Sir/Madam

**TENDER NO: NKO 24/2026 APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE INSTALLATION AND COMMISSIONING OF ELECTRICAL MATERIAL AND EQUIPMENT FOR MARLOTH PARK, HECTORSPRUIT AND KOMATIPOORT.**

DATE OF PUBLICATION OF TENDERS	CLOSING DATE AND TIME FOR SUBMISSION OF TENDERS	THIS TENDER HOLDS GOOD FOR ACCEPTANCE UNTIL
27/05/2026	12/06/2026	90 days

1. Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE INSTALLATION AND COMMISSIONING OF ELECTRICAL MATERIAL AND EQUIPMENT FOR MARLOTH PARK, HECTORSPRUIT AND KOMATIPOORT.**

conformity with the above-said documents and addenda, for the sum of -

.....  
.....

(R.....) \* Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender.

2. I/We acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.
3. I/We undertake to complete and deliver the whole of the Project comprised in this contract within 2 months including the holidays during December and January and any other specified non-working days, calculated from the commencement day of supervision.
4. In the event of my/our not completing the whole of the works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum stated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.
5. If my/our tender is accepted, I/we undertake -

To sign the form of agreement included in this document within a period of twenty-one (21) days of receipt of written acceptance of my/our tender subject to the prior provision of the approved contract guarantee by me/us.

6. I/We agree to abide by this tender for a period of ninety (90) days from the closing date fixed for the submission of tenders, and it shall remain binding upon me/us and may be accepted at any time before expiry of that period.

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7. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the contract agreement.
8. In the event of there being any arithmetical errors in the priced bill of quantities, I/we agree to their being corrected, the rates being taken as correct.
9. I/We understand that you are not bound to accept the lowest or any particular tender you may receive, and that you shall not defray any expenses incurred by me/us in tendering.
10. I/We agree and undertake to commence the abovementioned Project within seven (7) days from the date on which the Project has been handed over to me/us by a written instruction from the Employer.
11. I/We declare that, notwithstanding anything contained in a covering letter to this tender, this tender is submitted entirely without qualifications.
12. I/We choose domicilium citandi et executandi at -

.....

in the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF TENDERER .....

NAME OF SIGNATORY (IN CAPITALS): .....

SIGNED ON THIS THE .....  DAY OF ..... IN THE YEAR OF.....

ON BEHALF OF: .....

ADDRESS.....

TELEPHONE NUMBER ..... FAX

NUMBER: .....

WITNESS 1: .....

NAME IN CAPITALS: .....

WITNESS 2: .....

NAME IN CAPITALS: .....

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**PART 1: DATA PROVIDED BY THE EMPLOYER**

This contract is governed by the General Conditions of Contract for Construction Works, Third Edition, 2015”, hereinafter referred to as “GCC 2015” as amended.

C.1.2.1.1 Conditions of Contract

The Conditions of Contract are:

- the “General Conditions of Contract” as they appear in the commercially available publication “General Conditions of Contract for Construction Works, Third Edition, 2015”, hereinafter referred to as “GCC 2015”; and
- Specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015 that applies to this Contract, available from its publisher:

South African Institution of Civil Engineering  
 Private Bag X200  
 Halfway House  
 1685  
 South Africa

Tel +27 (0)11 805 5947

**The following Notes apply:**

**Note 1**

The GCC 2015 makes several references to the Contract Data.

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies. Notwithstanding anything specified to the contrary, the Contract Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the GCC 2015.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following order of precedence:

- (a) the Form of Offer and Acceptance.
- (b) amendments to the General Conditions of Contract within the Contract Data.
- (c) additional conditions to the General Conditions of Contract within the Contract Data.
- (d) corrigenda to the General Conditions of Contract.
- (e) the General Conditions of Contract.
- (f) the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

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If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

**Note 2**

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

**C.1.2.1.2 Contract-specific Data**

The following contract-specific data, referring to the General Conditions of Contract, are applicable to this Contract:

**PART 1: Data provided by the Employer**

	<b>Clause in GCC 2015</b>	
Special Conditions	1.1	See Special Conditions of Contract of this document
Address of Employer	1.1.1.15	<b>NKOMAZI LOCAL MUNICIPALITY PRIVATE BAG x 101 MALELANE 1320</b>
Address of Contractor	1.1.1.9	..... ..... .....
Delivery of Notice to Engineer (Employer's Agent)	1.2.1.2	<b>Physical:</b> Stand No.19, Vlakbult, Malelane,1320 <b>Telephone:</b> +27 (0) 15 880 1749 <b>E-mail:</b> admin@reliantconsulting.co.za
Employer's Agent (Engineer)	1.1.1.16	'Employer's Agent;' means any Director, Associate or Professional Engineer appointed by Nkomazi Local Municipality to fulfil the functions of the Engineer in terms of the Contract Data.
Time within which Works to be Commenced	5.3	14 days after Handover Date
Programme to be furnished within	5.6	14 days after Handover Date
Works Insurance & SASRIA	Add Clause 8.6.1.2	Shall be effected in the full replacement value of the Contract Works, including all materials, plant, equipment, and associated risks, and shall include cover for special risks in terms of SASRIA

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Special non-working days	5.8.1	The period 15 December to 5 January and all public holidays in the Republic of South Africa
Estimated Construction Period	5.1	Construction period will be as per the Service level agreement.
Time for Practical Completion	1.1.1.14	The time for achieving Practical Completion is <b>3 months</b> calculated from the Commencement Date, excluding special non-working days
Amount of penalty	5.13	R 2 500.00 per calendar days.
Delivery of Contractor's final Statement	6.10.8	Within 14 days after the certified date of completion of Works
Settlement of disputes to be by reference	10.7	Arbitration - Refer to clause Special Conditions of Contract
Contract Price Adjustment Schedule	6.8.2	Contract Price Adjustment is not allowed, the contract is firm and fixed.

REFERENCE TO:	CLAUSE	DATA
Functions of the Engineer	3.1	<p>If the Engineers is not the <b>Nkomazi Local Municipality</b>, he is in terms of his appointment by the Employer, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <ul style="list-style-type: none"> <li>i. The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.10, or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 10</li> <li>ii. The issuing of an order to vary the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of a variation order in terms of Clause 37 and the adjustment of the Preliminary and General allowances in terms of Clause 6.4</li> <li>iii. The approval of any claim by the Contractor.</li> </ul>

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I/we declare that I/we completely waive our right of Lien and that no property whatsoever will be taken ownership off. The site and all applicable materials paid for in full, remain unconditionally the property of the municipality and I/we have at no Phase took ownership of such site and materials

REFERENCE:	CLAUSE	DATA
Contractor's Employees	4.10	<p>It is a specific condition of this Tender that the Contractor must employ all unskilled labour from the local communities and as many as possible skilled labour.</p> <p>The requirement that all unskilled labour must be obtained from the local communities does not relieve the Contractor of any of his responsibilities under this clause.</p> <p>Add the following to the clause:                      "The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.</p> <p>The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more. Proof of compliance will be required from the Contractor prior to the submission of the final payment certificate.</p> <p>All Supervisory Staff of the contractor will be in possession of an associated NQF qualification or certification from an accredited training institution. (Minimum NQF level 2 for supervisory personnel i.e team leaders and safety officer and Project Manager NQF 5). Where personnel are found not to be competent as per their qualification the personnel will be replaced on request of the Engineer/Project Manager.</p>
Contractor's Superintendence	4.12	<p>Add the following new clause:                      The Contractor or his representative shall attend all site meetings with the Employer and / or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings.</p> <p>Add the following additional Clause 22.2                      "The Tenderer is to fill in the names of the site agent and foreman in the space provided in Schedule E1."</p>
Commencement of the contract	5.2	<p>"Commencement Date" means the date of receipt by the Contractor of the following:                      1. Handover of Site</p>

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Commencement of Works	5.3	<p>Within 14 days of Commencement Date</p> <p>On the commencement of Work (Site Handover) the Engineer shall deliver to the contractor 3 copies of the drawings. One copy of the signed contract document will be prepared after signing of the contract and delivered to the contractor to be kept on site at all times and be available to the Engineer or any person authorized by him.</p> <p>Additional copies of Drawings and Contract document will be for the cost of the Contractor.</p> <p>The Contractor shall, in accordance with the Engineer's instructions, maintain a register on the site of all Drawings and revisions thereof in the chronological order in which they are delivered to him.</p> <p>Add to the Clause</p> <p>Commencement of Work will only take place once the following documentation were submitted to the office of the Consulting Engineer:</p> <ul style="list-style-type: none"> <li>• Letter of Acceptance</li> <li>• Performance Guarantee (Refer to 6.2.1 &amp; 6.2.3)</li> <li>• Health &amp; Safety File (Refer to CI 4.3)</li> <li>• Programme of works (Refer to CI 5.6)</li> <li>• Letter of Appointment of OHS Rep or Officer</li> <li>• Letter of Good Standing Workman's Compensation</li> <li>• Prove of submission of Registration of Project at Department of Labour</li> <li>• Works insurance</li> </ul> <p>If active construction has not started within 14 days of site handover the Client, Nkomazi Local Municipality reserves the right in terms of Clause 9.2.1.3.2 to terminate the contract and shall not be held liable for any loss or damages resulting from such a termination</p>
Access to the Site	5.4	<p>Site Handover Certificate to be given at Time of Site Handover.</p> <p>Add the following:</p> <p>The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners or tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.</p> <p>Add to the clause:</p> <p>The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.</p>
Programme	5.6	Within 14 days from date of Site Handover.

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Extension of time for completion	5.7	<p>In general, extension of time for the completion of Works will, in terms of the General conditions of Contract, be granted only for additional work and for circumstances which could not have been foreseen and are beyond the control of the Contractor.</p> <p>No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the full period for the completion of the Contract including any extension thereof by the formula:</p> $V = (Nw - Nn) + (Rw - Rn)/X$ <p>The symbols shall have the following meanings:</p> <p><i>V</i> = Extension of time in calendar days in respect of the calendar month under consideration  <i>Nw</i> = Actual number of days during the calendar month on which a rainfall of <i>Ymm</i> or more has been recorded.  <i>Nn</i> = Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of <i>Ymm</i> or more has been recorded for the calendar month  <i>Rn</i> = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below.  <i>Rw</i> = Actual rainfall in mm for the calendar month under consideration.  <i>X</i> = 10  <i>Y</i> = 10</p>
		<p>If <i>V</i> is negative and its absolute value exceeds <i>Nn</i>, then <i>V</i> shall be taken as equal to minus <i>Nn</i>.</p> <p>The total extension of time shall be the algebraic sum of the monthly totals for the period of construction, but if the grand total is negative the time for completion shall not be reduced due to abnormal low rainfall. Extensions of time for part of a month shall be calculated using pro rata values of <i>Nn</i> and <i>Rn</i>.</p> <p>The factor <math>(Nw - Nn)</math> shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds <i>Ymm</i>.</p> <p>The factor <math>Rw - Rn/x</math> shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall had not exceeded <i>Ymm</i>, but wet conditions had prevented or had disrupted work. The formula does not take into account flood damage which could cause further or concurrent delays, and which should be treated separately as far as extension of time is concerned.</p>

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		Accurate rain gauging shall be taken at a suitable point on Site. This information shall be regarded as the actual rainfall for this contract. The readings will be done by the Engineer and the Contractor may attend these readings and shall at his own expense take all necessary precautions to ensure that the rain gauge cannot be interfered with by unauthorized persons.
Completion	5.14	As per the service level agreement
Completion, Approval Certificates and Defects Liability Period	5.14	Add the following to this Clause: “... and a land surveyor’s certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable.” Add the following: However, a Certificate of Completion will not be issued before the contractor hands over a consolidated Health and Safety file that shall include all the specified information.
Defects liability period	5.14.5.2 6.10.5.1	Add to Sub-Clause 5.14.5.2 “In the event of the Contractor not completing all the outstanding work within the period specified by the Engineer in terms of Clause 7.8, the Engineer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Engineer. The full retention applicable to the Period of Maintenance shall apply to such extension.”
Security	6.2	Within 14 days of Letter of Appointment  Add the following to the Clause: “The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works and the fulfilment of the contract, should the Subsidiary Company be unable to do so.”
Performance Guarantee Sum	6.2	<b>10 %</b> of total contract amount excluding Contingencies, VAT for the full construction period.
Amendments to Schedule of Quantities and Scope Reduction	6.3	The extent of the Works that will be included under this contract will be determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affected should the quantities be adjusted. The rates under “Preliminary and General” will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable.  The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded.

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Value of Variations	6.4	The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Engineer in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term “similar conditions” in determining rates.
Daywork percentages	6.5.1.1	Not allowed for in Schedule of Quantities. Additions will be managed using similar items and shall be accepted and instructed in writing by the engineer.
Schedule of Quantities – Estimated quantities	6.7	Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site.  Add to the clause: <b>“An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.”</b>
Special Materials	6.8.3	Price adjustments for variations in the costs of special materials are not permitted.
Vesting of Materials	6.9	Add to Sub-Clause 6.9.1.2 “The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Engineer of any materials which are not his sole property.”
Valuation of material brought onto site	6.9	Add to Clause 6.10.1.5 “Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed I the statement are owned by the Contractor, accompanied by proof of ownership.  The ownership of materials shall be transferred to the Employer in accordance with the pro forma “Transfer of Rights” bound in as an annexure to these Special Conditions of Contract”.
Interim Payments	6.10	Add to the end of Clause 6.10.1 the following paragraph:  “The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Engineer. Pursuant to Sub-Clause 6.10.1.8, these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Engineer. Issue by the Engineer to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Engineer
Percentage Limit on Plant and Materials	6.10.1.5	The percentage limit on Plant and Materials not yet built into the Permanent Works is <b>80 (eighty) percent</b> .
Claims Procedure	6.10.4	A strict interpretation is given to the time limits and procedures given in these clauses and any claim, which does not strictly comply with these requirements, will not be considered.

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Retention Money	6.10.3	The percentage retention on amounts due to the Contractor is <b>10 (ten) percent</b> . The limit of retention money is <b>10 (ten) percent of the Contract Sum</b> . No interest will be paid on retention money.
Quality of Construction Equipment	7.1	Add to Sub-Clause 7.1.1 a) <b>D e t a i l s</b> in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor. b) <b>T h e</b> Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue instalment, or any other sum payable under the agreement for hire, lease or hire purchase, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law. c) <b>P o s s e s s i o n</b> of all Constructional Plant and Temporary Works provided by sub-contractors shall be deemed to vest in the Employer immediately the same is brought onto site and shall mutatis mutandis be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors.
Quality of materials and workmanship	7.2	Add to the Clause: "The source of supply of all materials including all electrical consumables, stone, sand, gravel or soil or any other natural material required in the execution of the Works shall be located by the Contractor. <b>No material shall be used until it has been approved by the Engineer.</b> "
Defects liability period	7.8	12 Months
Insurances	8.6	Special consideration should be given to damage to existing infrastructure.
Other Insurances	8.6.1.2	Special Risk Insurance – SASRIA (coupon to be provided)
Termination of Contract	9.1	In addition if the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.
Dispute Resolution	10.5.2	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms

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## PRICING INSTRUCTIONS

1. General Conditions of Contract for Construction Works, Third Edition, 2015”, hereinafter referred to as “GCC 2015” as amended (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
2.
  - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
  - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
  - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
4. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
5. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
6. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.

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7. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
8. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
9. The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.
10. Should the Bidder group a number of items together and bid one sum for such group of items, the single bid sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
11. **The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.**
12. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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13. For the purposes of this Bill 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 Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Bidder bids to do the work

Amount : The quantity of an item multiplied by the bid rate of the (same) item

Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 15 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm = millimetre  
m = metre  
km = kilometre  
km-pass = kilometre-pass  
m<sup>2</sup> = square metre  
m<sup>2</sup>-pass = square metre-pass  
pass ha = hectare  
m<sup>3</sup> = cubic metre  
m<sup>3</sup>-km = cubic metre-kilometre  
kW = kilowatt  
kN = kilonewton  
kg = kilogram  
t = ton (1 000 kg)  
% = per cent  
MN = meganewton  
MN-m = meganewton-metre  
PC Sum = Prime Cost Sum  
Prov Sum = Provisional Sum

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**Tender Pricing Schedule**

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE INSTALLATION OF ELECTRICAL MATERIAL AND EQUIPMENT FOR MARLOTH PARK, HECTORSPRUIT AND KOMATIPOORT**

**The Contractor shall complete the Pricing Schedule in full. All rates and prices tendered shall be firm, fixed and remain unchanged for the entire duration of the contract.**

<b>SUMMARY OF BILL OF QUANTITIES</b>		
<b>Item</b>	<b>Description</b>	<b>Amount</b>
1	TOTAL FOR BILL NO. 1	
2	TOTAL FOR BILL NO. 2	
3	TOTAL FOR BILL NO. 3	
4	TOTAL FOR BILL NO. 4	
5	TOTAL FOR BILL NO. 5	
6	TOTAL FOR BILL NO. 6	
7	TOTAL FOR BILL NO. 7	
	<b>SUB TOTAL 1</b>	
	ADD 10 % CONTIGENCIES TO BE UTILIZED AT THE DISCRETION AND APPROVAL BY THE ENGINEER	
	<b>SUB TOTAL 2</b>	
	ADD 15%VAT	
	<b>TOTAL BID AMOUNT CARRIED TO FORM OF OFFER</b>	

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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## BILL 1 - PRELIMINARY AND GENERAL COSTS

### BILL NO.1 : PRELIMINARY AND GENERAL COSTS

(Note : These prices shall be firm and not subject to price adjustment)

Item	Description	Unit	Qty	Rate	Amount
<b>1</b>	<b>Preliminary and General Costs</b>				
<b>1.1</b>	<b>Fixed charges</b>				
1.1.1	Contractual Requirements - Works Insurance, Performance Guarantees, Programme of Works Cashflow and submission of all Contractual documents as stipulated	Sum	1		
1.1.2	General responsibilities and other fixed- charge obligations	Sum	1		
1.1.3	Site Camp, Store, personnel, rental, transport, name board etc	Sum	1		
1.1.4	Security for entire contract duration	Sum	1		
1.1.5	Allow for a <b>Provisional Sum Amount</b> for the salaries and wages of 10 EPWP personnel, including all statutory labour-related obligations and associated costs.	<b>Prov Sum</b>	<b>1</b>	<b>R 75 000,00</b>	<b>R 75 000,00</b>
1.1.6	Payment of EPWP Workers for entry and exit medical testing in above item 1.1.5	Sum	1		
1.1.7	PPE for EPWP Workers Including Health and Safety Material and Tools required for compliance purpose	Sum	1		
1.1.8	Removal of Site establishment on completion	Sum	1		
1.1.9	Facilities required by Contractor	Sum	1		
1.1.10	OHS Act and industry safety requirements	Sum	1		
1.1.11	Health and Safety File	No	1		
1.1.12	Liason and Coordination with Municipality for an Outage/s	Sum	1		
1.1.13	Transport Deliver and offloading to site free Issued material by Nkomazi Local Municipality	No	1		
<b>1.2</b>	<b>Time-related charges (for duration contract.)</b>				
1.2.1	Contractual requirements	month	3		
1.2.2	Construction Supervision for the duration contract	month	3		
1.2.3	General responsibilities and other time related obligations	month	3		
<b>1.3</b>	<b>Eskom Bulk Power Upgrading</b>				
1.3.1	Allow for a <b>Provisional Sum</b> amount for Eskom bulk power upgrade connection costs at Marloth Park, including all associated utility charges and fees	<b>Prov Sum</b>	<b>1</b>	<b>R500 000,00</b>	<b>R500 000,00</b>
1.3.2	% Profit over and above for Item 1.3.1 (Maximum of 10%)	%			
<b>Total for Bill No. 1 Carried forward to summary page</b>					

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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## BILL 2 - KOMATIPOORT MATERIAL SUPPLY ONLY

### BILL NO.2 : Medium Voltage - Material Supply

(Note : These prices shall be firm and not subject to price adjustment)

Item	Description	Unit	Qty	Rate	Amount
	<b><u>Supply and deliver to site the following Medium Voltage Material</u></b>				
<b>1</b>	<b><u>MINISUBSTATION PLINTH</u></b>				
1.1	Prefabricated concrete plinth for a 500kVA minisubstation with removable front panel on the MV cubicle front.	No	1		
1.2	Prefabricated concrete plinth for a 3 Way 630A Ring Main Unit with removable front panel on the MV cubicle front.	No	1		
1.3	Prefabricated concrete plinth for a 4 Way 630A Ring Main Unit with removable front panel on the MV cubicle front.	No	1		
<b>2</b>	<b><u>CABLE TERMINATION</u></b>				
2.1	Termination, Heat shrink, 95mm <sup>2</sup> , 6.35/11kV, for 3 core, XLPE, Cu Cable	No	10		
2.2	Termination, Heat shrink, 95mm <sup>2</sup> , 12.7/22kV, for 3 core, XLPE, Cu Cable	No	10		
2.3	Cold applied, type specific, 90°, 11kV bushing boots for SF6 Ring Main Unit as specified by the manufacturer.	No	20		
2.4	Cold applied, type specific, 90°, 22kV bushing boots for SF6 Ring Main Unit as specified by the manufacturer.	No	15		
2.5	Lugs 95 mm <sup>2</sup> x Ø12mm, MV, closed end for Copper cable or Torque shear type.	No	40		
2.6	Clamps for 11kV, 95mm <sup>2</sup> 3 core, XLPE, Cu cable	No	10		
2.7	Clamps for 22kV, 95mm <sup>2</sup> 3 core, XLPE, Cu cable	No	10		
2.8	Electroplated bolts, nuts, washers and spring washers - 12mmØ	Sum	1		
<b>3</b>	<b><u>CABLE JOINTS</u></b>				
3.1	Cable joints for 95mm <sup>2</sup> , 11kV, 3-core, XLPE, Cu, (Table 17)	No	10		
3.2	Cable joints for 95mm <sup>2</sup> , 22kV, 3-core, XLPE, Cu, (Table 17)	No	10		
3.3	Ferrules 95mm <sup>2</sup> , MV, Torque shear	No	40		
<b>Sub-Total Carried forward to next page</b>					

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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<b>4</b>	<b>EARTHING</b>			
	<u>Supply and deliver to site the following earth conductors, bars and rods. (BCEW may only be ordered if quantity has been verified on site and confirmed with the Engineer): 70mm<sup>2</sup> bare copper earth conductor (2600m / 1.56 = 1667kg)</u>			
4.1	Earth rods (1.2m long), complete with cable clamps	No	18	
4.2	70 mm <sup>2</sup> bare copper earth conductor (2600m/1.56=1667kg)	m	150	
4.3	Ferrules, 70mm <sup>2</sup> ,	No	24	
4.4	Lugs, 70mm <sup>2</sup> x 12mmØ	No	12	
<b>5</b>	<b>OTHER</b>			
5.1	Sifted bedding sand for cable trench as per SANS 10198	m <sup>3</sup>	29	
5.2	Cable warning tape - red on yellow	m	5	
5.3	Concrete cable protection slabs 760mmx 200mmx 50mm	No	310	
5.4	160mm Diameter sleeve	m	20	
5.5	Padlocks	No	3	
5.6	MCBs Label Inside mini sub	Sum	1	
5.7	Minisub and RMUs Labels	Sum	1	
<b>Sub-Total Carried forward to next page</b>				

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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	<u>Supply and deliver to site the following Overhead Line Material</u>			
<b>6</b>	<b>MV THREE PHASE STRUCTURES</b>			
6.1	3 Phase - Vertical (600mm Spacing) non road crossing Eskom D-DT-1713	No	2	
6.2	Int ass stag vertical (0-10 deg) Eskom D-DT -1710	No	12	
6.3	Int ass stag vertical (10-30 deg) Eskom D-DT -1712	No	5	
6.4	T-off ass int vert Eskom D-DT -1801	No	2	
6.5	Strain ass vertical (30-90 deg) Eskom D-DT -1715	No	12	
6.6	Terminal vertical Eskom D-DT -1716	No	2	
6.7	Sectional links complete with cut out base and Solid Links as per Eskom D-DT -1849	No	4	
<b>7</b>	<b>MV STAYS AND STRUTS</b>			
7.1	1 Off conv anchor D-DT -0341	ea	15	
<b>8</b>	<b>LV CABLE JOINTS AND TERMINATIONS</b>			
8.1	Cable joint, resin casts, for 35- 50mm <sup>2</sup> , 4 core, PVC, SWA, PVC, 600V	No	3	
8.2	Cable joint, resin casts, for 70- 95mm <sup>2</sup> , 4 core, PVC, SWA, PVC, 600V	No	3	
8.3	Lugs for 16- 95 mm <sup>2</sup> x Ø12mm, for Cu	No	12	
8.4	Ferrules for 16- 95 mm <sup>2</sup> for Cu	No	12	
8.5	Electroplated bolts, nuts, washers and spring washers - 12mmØ	Sum	1	
<b>Total for Bill No. 2 Carried forward to summary page</b>				

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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# BILL 3 - KOMATIPOORT LABOUR ONLY

## BILL No. 3 : Medium Voltage Reticulation - Labour

Item	Description	Unit	Qty	Rate	Amount
	<b>Install the following Medium Voltage Material as specified</b>				
<b>1</b>	<b>MINISUBSTATION &amp; RING MAIN UNIT INSTALLATION</b>				
1.1	Install, test and commission 500kVA Miniature Substation, dual ratio 11kV/6.6kV/0.42kV, including positioning on prepared plinth, MV & LV cable terminations, earthing, bonding and all associated works complete.	No	1		
1.2	Install, test and commission 3 Way 630A Ring Main Unit, including positioning on prepared plinth, MV & LV cable terminations, earthing, bonding and all associated works complete.	No	1		
1.3	Install, test and commission 4 Way 630A Ring Main Unit, including positioning on prepared plinth, MV & LV cable terminations, earthing, bonding and all associated works complete.	No	1		
1.4	Install prefabricated concrete plinth for a 500kVA Miniature Substation, including excavation, bedding, positioning, levelling, backfilling, compaction and all associated civil works complete.	No	1		
1.5	Install prefabricated concrete plinth for a 3 Way 630A Ring Main Unit, including excavation, bedding, positioning, levelling, backfilling, compaction and all associated civil works complete.	No	1		
1.6	Install prefabricated concrete plinth for a 4 Way 630A Ring Main Unit, including excavation, bedding, positioning, levelling, backfilling, compaction and all associated civil works complete.	No	1		
1.7	Decommission existing 3-way Ring Main Unit, including safe removal and disconnection of existing cables, transport to new position, installation and mounting of the RMU at the relocated position, cable reconnections, testing, commissioning and all associated works complete.	No	1		
1.8	Locate and expose existing underground services, including trial holes, marking, protection of services and all associated works complete.	No	1		
1.9	Reinstate existing paving disturbed during construction, including replacement of paving blocks, bedding, levelling, compaction and all associated works complete.	No	1		
<b>Sub-Total Carried forward to next page</b>					

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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<b>2</b>	<b>EXCAVATION &amp; MV CABLE INSTALLATION</b>			
2.1	Excavate on the cable route - 1,1 meter deep & 0,5meter wide - Hard rock	m <sup>3</sup>	160	
2.2	Backfill 200mm layer of bedding sand (compacted) at the bottom of the trench and 200mm covering around cable after cable has been laid (compacted by hand)	m <sup>3</sup>	29	
2.3	Backfill excavated material into trench and compact in layers of 150mm with mechanical compactors. Rocks must be removed and material must be suitable or replaced with imported material.	m <sup>3</sup>	145	
2.4	Install 95mm <sup>2</sup> MV cable in accordance with SANS 10198, including laying, dressing, identification and all associated works complete.	m	290	
2.5	Install concrete cable protection slabs 760mmx 200mmx 50mm above buried cables, including alignment and all associated works complete.	No	310	
<b>3</b>	<b>OVERHEAD LINE CONSTRUCTION</b>			
3.1	Excavate 1.8m deep holes using a Rock Drill	No	70	
3.2	Plant and Dress 11m Wooden 160 -180mm tops Pole	No	30	
3.3	Plant and Dress Pole 11m Wooden 180 -200mm tops Pole	No	5	
3.4	Plant and Dress 12m Wooden 160-180mm tops Pole	No	10	
3.5	Plant and Install MV Stay conv anchor D-DT -0341	No	15	
3.6	Plant and Install MV Strut pole 12m	No	10	
3.7	String and install Fox conductor, including sagging, tensioning, binding and all associated works complete.	m	6000	
3.8	Bush Clearing	km	2	
3.9	Closing Span under dead conditions	No	4	
<b>Sub-Total Carried forward to next page</b>				

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<b>4</b>	<b>TESTING AND COMMISSION</b>				
4.1	Allow for complete testing and commissioning of the entire electrical installation, including insulation resistance testing, earth resistance testing, voltage ratio testing, cable pressure testing, functional checks, and the issuing of all required Certificates of Compliance (COCs) upon completion.	Sum	1		
<b>Total for Bill No. 3 Carried forward to summary page</b>					

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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# BILL 4 -MARLOTH PARK MATERIAL SUPPLY ONLY

## BILL NO.4 : Medium Voltage - Material Supply

(Note: These prices shall be firm and not subject to price adjustment)

Item	Description	Unit	Qty	Rate	Amount
	<b><u>Supply and deliver to site the following Medium Voltage Material</u></b>				
<b>1</b>	<b><u>GROUND MOUNTED TRANSFORMER PLINTH</u></b>				
1.1	Prefabricated concrete plinth for a 500kVA Ground mounted transformer	No	1		
<b>2</b>	<b><u>CABLE TERMINATION</u></b>				
2.1	Termination, Heat shrink, 25mm <sup>2</sup> , 6.35/11kV, for 3 core, XLPE, Cu Cable	No	1		
2.2	Lugs 25 mm <sup>2</sup> x Ø12mm, MV, closed end for Copper cable or Torque shear type.	No	3		
2.3	Clamps for 11kV, 25mm <sup>2</sup> 3 core, XLPE, Cu cable	No	1		
2.4	Electroplated bolts, nuts, washers and spring washers - 12mmØ	Sum	1		
<b>3</b>	<b><u>CABLE JOINTS</u></b>				
3.1	Cable joints for 25mm <sup>2</sup> , 11kV, 3-core, XLPE, Cu, (Table 17)	No	1		
3.2	Ferrules 25mm <sup>2</sup> , MV, Torque shear	No	40		
<b>4</b>	<b><u>EARTHING</u></b>				
	<b><u>Supply and deliver to site the following earth conductors, bars and rods. (BCEW may only be ordered if quantity has been verified on site and confirmed with the Engineer): 70mm<sup>2</sup> bare copper earth conductor (2600m / 1.56 = 1667kg)</u></b>				
4.1	Earth rods (1.2m long), complete with cable clamps	No	6		
4.2	70mm <sup>2</sup> bare copper earth conductor (2600m/1.56=1667kg)	m	30		
4.3	Ferrules, 70mm <sup>2</sup> ,	No	12		
4.4	Lugs, 70mm <sup>2</sup> x 12mmØ	No	6		
<b>Sub-Total Carried forward to next page</b>					

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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<b>5</b>	<b>OTHER</b>			
5.1	Sifted bedding sand for cable trench as per SANS 10198	m <sup>3</sup>	60	
5.2	Cable warning tape - red on yellow	m	600	
5.3	Concrete cable protection slabs 760mmx 200mmx 50mm	No	400	
<b>6</b>	<b>LV CABLE JOINTS AND TERMINATIONS</b>			
6.1	Cable joint, resin casts, for 70mm <sup>2</sup> , 4 core, PVC, SWA, PVC, 600V	No	2	
6.2	Lugs for 70mm <sup>2</sup> x Ø12mm, for Cu	No	6	
6.3	Ferrules for 70 mm <sup>2</sup> for Cu	No	6	
6.4	Electroplated bolts, nuts, washers and spring washers - 12mmØ	Sum	1	
<b>7</b>	<b>FENCING</b>			
7.1	Supply 1.8m high ClearVu security fencing, pre-galvanised and powder/PVC coated (charcoal/black), including one access gate, posts, foundations and all associated works complete, for securing the 500kVA Ground mounted transformer footprint site (approximately 30m)	Sum	1	
<b>Total for Bill No. 4 Carried forward to summary page</b>				

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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# BILL 5- MARLOTH PARK LABOUR ONLY

## BILL No. 5: Medium Voltage Reticulation - Labour

Item	Description	Unit	Qty	Rate	Amount
	<u>Install the following Medium Voltage Material as specified</u>				
<b>1</b>	<b>GROUND MOUNTED TRANSFORMER INSTALLATION</b>				
1.1	Install, test and commission 500kVA Ground Mounted Step-up Transformer 0.42kV/3.3kV including positioning on prepared plinth, MV & LV cable terminations, earthing, bonding and all associated works complete.	No	1		
1.2	Decommission existing 500kVA Ground Mounted Step-up Transformer, including safe removal and disconnection of existing cables, transport to Municipal Stores.	No	1		
1.3	Install prefabricated concrete plinth for a 500kVA Ground Mounted Step-up Transformer, including excavation, bedding, positioning, levelling, backfilling, compaction and all associated civil works complete.	No	1		
<b>2</b>	<b>EXCAVATION &amp; CABLE INSTALLATION</b>				
2.1	Excavate on the cable route - 1,1 meter deep & 0,5meter wide - Hard rock	m <sup>3</sup>	255		
2.2	Backfill 200mm layer of bedding sand (compacted) at the bottom of the trench and 200mm covering around cable after cable has been laid (compacted by hand)	m <sup>3</sup>	60		
2.3	Backfill excavated material into trench and compact in layers of 150mm with mechanical compactors. Rocks must be removed and material must be suitable or replaced with imported material.	m <sup>3</sup>	195		
2.4	Install 25mm <sup>2</sup> MV cable in accordance with SANS 10198, including laying, dressing, identification and all associated works complete.	m	300		
2.5	Install 70mm <sup>2</sup> LV cable in accordance with SANS 10198, including laying, dressing, identification and all associated works complete.	m	300		
2.5	Install concrete cable protection slabs 760mmx 200mmx 50mm above buried cables, including alignment and all associated works complete.	No	400		
<b>Sub-Total Carried forward to next page</b>					

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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<b>4</b>	<b>FENCING</b>				
4.1	Supply 1.8m high ClearVu security fencing, pre-galvanised and powder/PVC coated (charcoal/black), including one access gate, posts, foundations and all associated works complete, for securing the 500kVA Ground mounted transformer footprint site (approximately 30m)	Sum	1		
<b>5</b>	<b>TESTING AND COMMISSION</b>				
5.1	Allow for complete testing and commissioning of the entire electrical installation, including insulation resistance testing, earth resistance testing, voltage ratio testing, cable pressure testing, functional checks, and the issuing of all required Certificates of Compliance (COCs) upon completion.	Sum	1		
<b>Total for Bill No. 5 Carried forward to summary page</b>					

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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# BILL 6- HECTORSPRUIT MATERIAL SUPPLY ONLY

## BILL NO.6 : Medium Voltage - Material Supply

(Note : These prices shall be firm and not subject to price adjustment)

Item	Description	Unit	Qty	Rate	Amount
	<u>Supply and deliver to site the following Medium Voltage Material</u>				
<b>1</b>	<b>LV CABLE JOINTS AND TERMINATIONS</b>				
1.1	Termination, Heat shrink, 70mm <sup>2</sup> , 6.35/11kV, for 3 core, XLPE, Cu Cable	No	2		
1.2	Lugs for 70 mm <sup>2</sup> x Ø12mm, for Cu	No	6		
1.3	Ferrules for 70 mm <sup>2</sup> for Cu	No	6		
1.4	Electroplated bolts, nuts, washers and spring washers - 12mmØ	Sum	1		
<b>2</b>	<b>OTHER</b>				
2.1	Sifted bedding sand for cable trench as per SANS 10198	m <sup>3</sup>	55		
2.2	Cable warning tape - red on yellow	m	550		
<b>Total for Bill No. 6 Carried forward to summary page</b>					

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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# BILL 7- HECTORSPRUIT PARK LABOUR ONLY

## BILL No.7: Medium Voltage Reticulation - Labour

Item	Description	Unit	Qty	Rate	Amount
	<u>Install the following Medium Voltage Material as specified</u>				
<b>1</b>	<b>EXCAVATION &amp; CABLE INSTALLATION</b>				
1.1	Excavate on the cable route - 0,6 meter deep & 0,5meter wide - Hard rock	m <sup>3</sup>	165		
1.2	Backfill 200mm layer of bedding sand (compacted) at the bottom of the trench and 200mm covering around cable after cable has been laid (compacted by hand)	m <sup>3</sup>	55		
1.3	Backfill excavated material into trench and compact in layers of 150mm with mechanical compactors. Rocks must be removed and material must be suitable or replaced with imported material.	m <sup>3</sup>	110		
1.4	Install 70mm <sup>2</sup> LV cable in accordance with SANS 10198, including laying, dressing, jointing, identification and all associated works complete.	m	300		
<b>2</b>	<b>TESTING AND COMMISSION</b>				
2.1	Allow for complete testing and commissioning of the entire electrical installation, including insulation resistance, cable pressure testing, functional checks, and the issuing of all required Certificates of Compliance (COCs) upon completion.	Sum	1		
<b>Total for Bill No. 7 Carried forward to summary page</b>					

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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Is the Tenderer a Vat Vendor

Yes

No

**DETAILS OF PERSON THAT HAS COMPLETED THE SCHEDULE OF QUANTITIES:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
RELATIONSHIP TO TENDERING COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CONTACT DETAILS

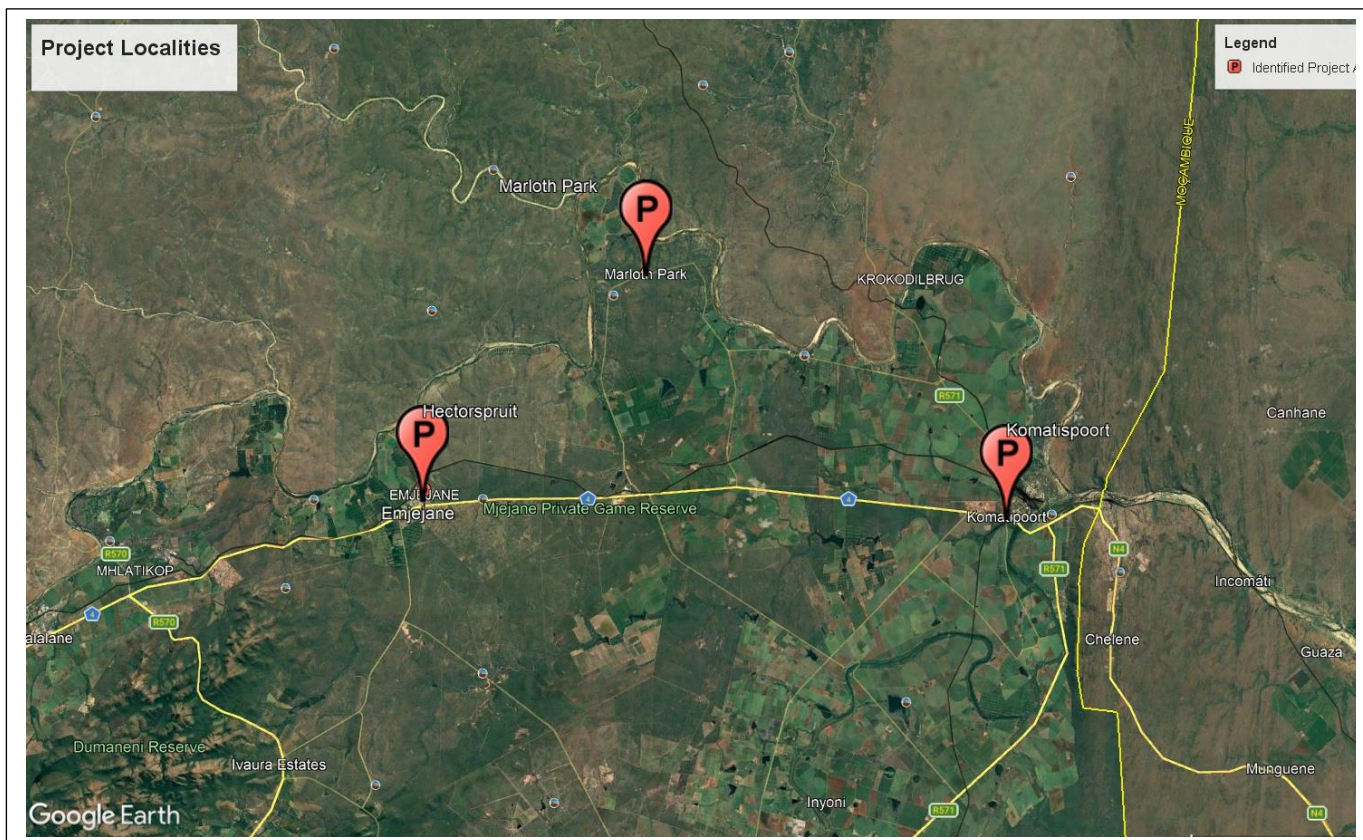
The municipality will benchmark the rates quoted with the AGSA for audit/accounting related works and the DPSA rates for any other works to be performed by the consultants under this tender.

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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## ANNEXURE B:

### B1. Locality Diagram

The electrical projects are situated in Marloth Park, Hectorspruit and Komatipoort within Nkomazi Local Municipality. The project location is as shown in Figure 1 below:



**B2: Locality Diagram – Komatipoort Project 1**

**1. The route for the new 22kV overhead ring feeder from Bourhill Street to the Engine Garage**



Start Point: Engine Garage  
Coordinates: -25.446329, 31.948437



Connection Point: Bourhill Street  
Coordinates: -25.446005, 31.954304

**Figure 2: Start and connection Point for 22kV ring feed**

The route for the new 22kV overhead ring feeder from Bourhill Street to the Engine Garage mini-substation is shown in the figure below:



<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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### B3: Locality Diagram – Komatipoort Project 2

#### 2. SPAR Suid-Dorp Ring Feeder and Ring Main Unit Replacement



Start Point: Mini-substation Bourhill St.  
Coordinates: -25.441017, 31.948534



Connection Point: Bourhill Street  
Coordinates: -25.445280, 31.953344

Ring feed start point and connection point

The route for the new 22kV overhead ring feeder extends from the existing mini-substation in Bourhill Street, located at coordinates -25.441017, 31.948534, to the proposed overhead connection point in Bourhill Street, located at coordinates -25.445280, 31.953344, as shown in the figure below.



Proposed 22kV overhead ring feeder in Bourhill Street.

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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The location for the installation of a new 11kV 3 Way RMU with 3 x 630A Ring Cable Isolator is shown below:



Coordinates -25.440884, 31.96221



Coordinates -25.440884, 31.96221

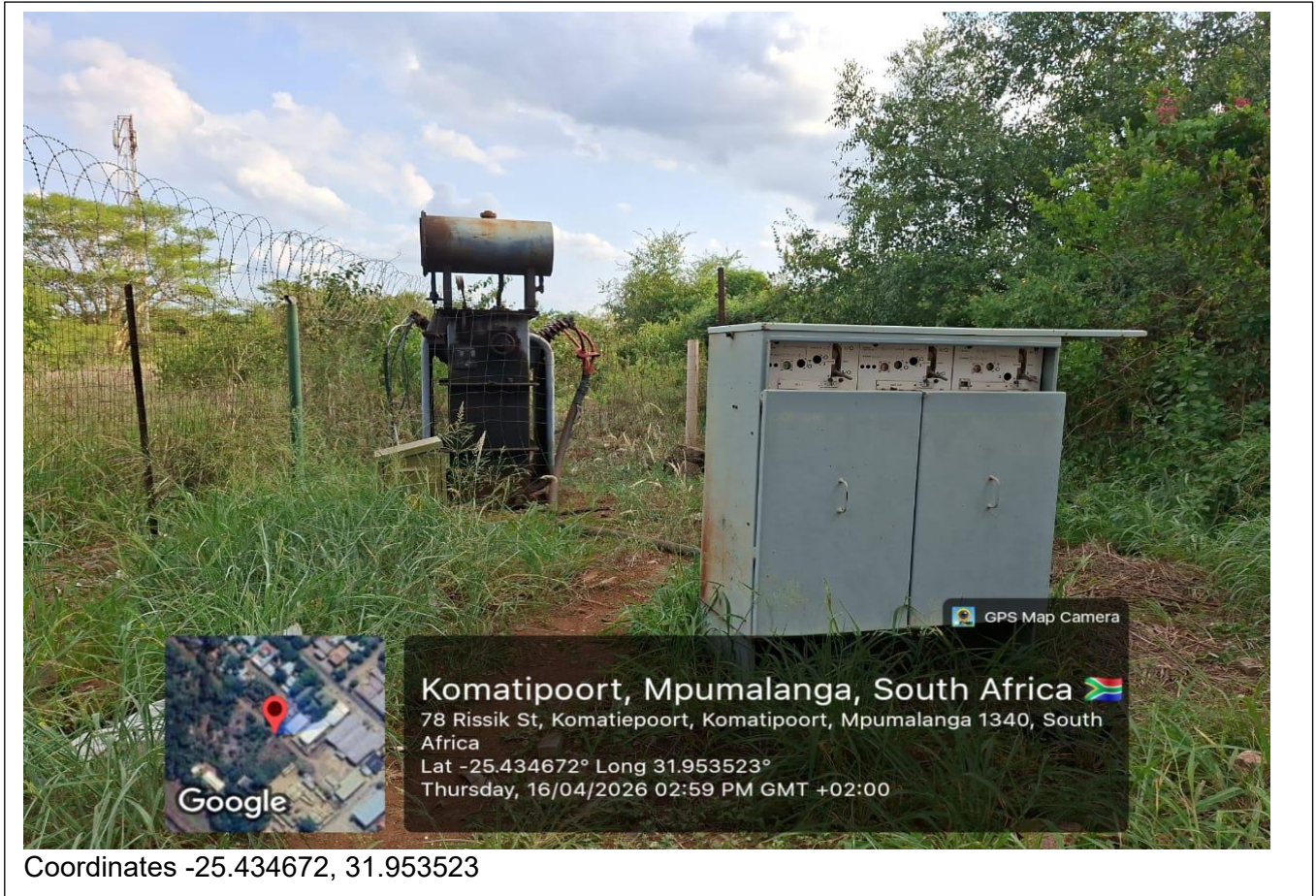
Suid Dorp new 4-way RMU Location

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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**B3: Locality Diagram – Komatipoort Project 3**

**3. Ring Feed Supply and Replacement of Damaged Transformer at 78 Rissik Street**

The location for the new Type B 500kVA Dual Ratio Miniature Substation, Voltage Ratio 11kV/6.6kV/420V, Vector Group Dyn11 (HV Winding 1 = 6.6kV, HV Winding 2 = 11kV, LV Winding = 420V) is shown below:



Existing damaged transformer and RMU

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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Start Point: Transformer Rissik Street  
Coordinates: -25.434672, 31.953523.



Connection Point: MP Cash & Carry  
Coordinates: -25.435377, 31.955045

Ring feed start point and connection point

The route for the new 11kV underground ring feeder extends from the existing transformer in Rissik street, located at coordinates -25.434672, 31.953523, to the proposed connection point at the RMU at MP Cash & Carry, located at coordinates -25.435377, 31.955045, as shown in the figure below.



Cable route from Rissik Street to MP Cash & Carry

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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**B3: Locality Diagram – Marloth Park Project 1**

**4. Upgrading of an Existing 200kVA to 500kVA at Re Cnr Renoster & Olifant St**

The location for the new Ground Mounted Step-up Transformer 500kVA 420/3300V Dyn11 is shown below:



Upgrading of existing 200kVA transformer at Cnr Renoster & Olifant St. Location

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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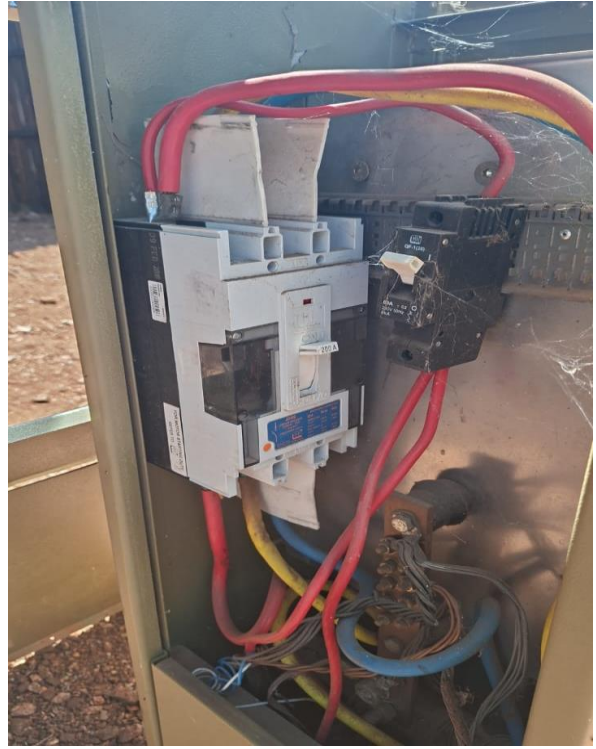
**B3: Locality Diagram – Marloth Park Project 2**

**5. Replacement of Existing LV Cable at Cnr Volstruis & Hornbill Street**

The location for the replacement of the existing MV cable at Cnr Volstruis & Hornbill Street with 70mm<sup>2</sup> 4 core, 600/1000V PVC PVC SWA Copper cable is shown below:



**Location:** -25.355231, 31.763319



Kiosk at Eskom Pole Number KML139

Replacement of existing LV cable between kiosk KML139 and the municipal 100kVA transformer Location

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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**B3: Locality Diagram – Marloth Park Project 3**

**6. Replacement of damaged MV Cable at Cnr Eland & Seekoei Street**

The location for the replacement of the existing MV cable at Cnr Eland & Seekoei Street with 11kV 25mm<sup>2</sup>, 3 core XLPE cable is shown below:



Coordinates: -25.33713, 31.812052.



Coordinates: -25.33713, 31.812052.

Replacement of damaged MV Cable at Cnr Eland & Seekoei Street Location

**B3: Locality Diagram – Marloth Park Project 4**

**7. Replacement of damaged MV Cable in Kudu Street**

The location for the replacement of the existing MV cable in Kudu Street with 11kV 25mm<sup>2</sup>, 3 core XLPE cable is shown below:



**Location: -25.390621, 31.75887**

Replacement of damaged MV Cable in Kudu Street Location

**B3: Locality Diagram – Hectorspruit Project 1**

**8. Replacement of Olienhout Street and Kiaat Street 11kV 70mm<sup>2</sup> 3-Core MV Cable**



**Start Point: Olienhout St.  
Coordinates: -25.442429, 31.681200**



**Connection Point: Kiaat St.  
Coordinates: -25.440568, 31.683420**

Replacement of damaged MV cable start and connection point

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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The route for the new 11kV 70mm<sup>2</sup>, 3-core XLPE underground MV cable from the mini-substation at Olienhout Street to RMU at Kiaat Street is shown in the figure below.



11kV underground MV cable route

<b>BID NO:</b>	<b>NKO 24/2026</b>	<b>INITIALS</b>	
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# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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