



cooperative governance

Department:  
Cooperative Governance  
REPUBLIC OF SOUTH AFRICA



MUNICIPAL INFRASTRUCTURE  
SUPPORT AGENT

**Municipal Infrastructure Support Agent (MISA)**

**Cooperative Governance & Traditional Affairs (CoGTA)**

**REPUBLIC OF SOUTH AFRICA**

**TENDER NO. MISA/MV/EC/005/2024/2025**

**APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR  
FOR THE REFURBISHMENT: DESIGN, SUPPLY, DELIVERY,  
INSTALLATION AND COMMISSIONING OF EBDEN -VICTORIA  
SUBSTATION UNDERGROUND MV CABLES FOR ENOCH MGIJIMA  
LOCAL MUNICIPALITY UNDER CHRIS HANI DISTRICT MUNICIPALITY  
IN THE EASTERN CAPE PROVINCE**

**PROCUREMENT DOCUMENT**

(Based on NEC3 Engineering and Construction Contract – Option F: Priced Contract with Bill of Quantities)

**OCTOBER 2024**

**Issued by:**

Chief Executive Officer  
Municipal Infrastructure Support Agent  
1303 Heuwel Avenue  
Riverside Office Park, Letaba House  
Centurion, PRETORIA 0046  
TEL: 012 848 5300

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



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT  
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS  
(CoGTA)**

**TENDER NO. MISA/MV/EC/005/2024/2025**

**APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR  
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**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT  
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS (COGTA)**

**THE TENDER**

**TENDER NO. MISA/MV/EC/005/2024/2025**

**APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR  
FOR THE REFURBISHMENT: DESIGN, SUPPLY, DELIVERY,  
INSTALLATION AND COMMISSIONING OF EBDEN -VICTORIA  
SUBSTATION UNDERGROUND MV CABLES FOR ENOCH MGIJIMA  
LOCAL MUNICIPALITY UNDER CHRIS HANI DISTRICT MUNICIPALITY  
IN THE EASTERN CAPE PROVINCE**

**Tender Procedure: Open Tender**

**Based on**

- **MISA Supply Chain Management Policy dated 11 May 2023**
- **SANS 10845-1**, Construction procurement Part 1: Processes, methods and procedures
- **SANS 10845-2**, Construction procurement Part 2: Formatting and compilation of procurement documentation
- **SANS 10845-3**, Construction procurement Part 3: Standard conditions of tender
- **Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019), as termed as SFU.**
- **Preferential Procurement Regulations 2022 (Ref: government gazette no. 47452, dated: 04 November 2022 issued according to the preferential procurement policy framework act (PPPFA), act no. 5 of 2000)**

1. Form of offer and acceptance
2. Contract data
3. Part 1: Data Provided by the Employer
4. Part 2: Data Provided by the Contractor
5. Conditions of Contract: NEC 3
6. Pricing Data
7. Works Information
8. Site Information



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT  
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS  
(CoGTA)**

**TENDER No. MISA/MV/EC/005/2024/2025**

**APPOINTMENT OF AN ELECTRICAL MANAGEMENT  
CONTRACTOR FOR THE REFURBISHMENT: DESIGN,  
SUPPLY, DELIVERY, INSTALLATION AND  
COMMISSIONING OF EBDEN -VICTORIA  
SUBSTATION UNDERGROUND MV CABLES FOR  
ENOCH MGIJIMA LOCAL MUNICIPALITY UNDER  
CHRIS HANI DISTRICT MUNICIPALITY IN THE  
EASTERN CAPE PROVINCE**

**T1 Tendering Procedure**

**T1.1 Tendering notice and invitation to tender.**

**T1.2 Tender Data**

## T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites proposals from suitably qualified Management Contractors for the refurbishment: design, supply, delivery, installation and commissioning of Ebden -Victoria Substation underground Medium Voltage cables for Enoch Mgijima Local Municipality under Chris Hani District Municipality in the Eastern Cape Province.

It is estimated that Bidders must have a CIDB contractor grading of **4 EP** or higher. Contracts will be based on the NEC3 Engineering and Construction Contract (**Option F: Priced Contract with Bill of Quantities**).

The project details are hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/MV/EC/005/2024/2025	APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT: DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF EBDEN - VICTORIA SUBSTATION UNDERGROUND MV CABLES FOR ENOCH MGIJIMA LOCAL MUNICIPALITY UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.	<b>Enoch Mgijima Local Municipality</b> <b>Technical Services,</b> <b>20 Brewery Road,</b> <b>Komani,</b> <b>EC, SA 5319</b> <b>Compulsory Site Visit on</b> <b>31 October 2024 at 10am</b>	<b>14 November 2024</b> <b>11.00 AM</b> <b>All Bid Proposals to</b> <b>be submitted to:</b> <b>1303 Heuwel</b> <b>Avenue, Riverside</b> <b>Office Park, Letaba</b> <b>House, Centurion,</b> <b>PRETORIA 0046</b> <b>TEL: 012 484 5300</b>

**Compulsory** briefing session and site visit will take place at the place and on the date and time shown above unless otherwise amended later. Representative(s) from MISA will meet prospective Bidders to provide details of the Contract.

The requirement of submissions is detailed in the Tender Data (Ref: T1.2 Tender Data). The Bidders who satisfy the eligibility criteria as set in the tender documents (Ref: T 1.2 Tender Data) are to submit their tenders.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bidders must submit their tenders using only the tender documentation issued.

Tenders will be evaluated based on preferential procurement framework Act 5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulation 2022.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Issued by:

**Municipal Infrastructure Support Agent**

1303 Heuwel Avenue  
 Riverside Office Park, Letaba House  
 Centurion, PRETORIA 0046  
 TEL: 012 484 5300



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT  
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS  
(CoGTA)**

**TENDER NO. MISA/MV/EC/005/2024/2025**

**APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR  
FOR THE REFURBISHMENT: DESIGN, SUPPLY, DELIVERY, INSTALLATION  
AND COMMISSIONING OF EBDEN -VICTORIA SUBSTATION  
UNDERGROUND MV CABLES FOR ENOCH MGIJIMA LOCAL  
MUNICIPALITY UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE  
EASTERN CAPE PROVINCE**

**T1.2 TENDER DATA**

The conditions of tender are as contained in the latest edition of SANS 10845-3, *Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in the **Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**, as termed as **SFU**.

Each item of data given below is cross-referenced to the clause in **SANS 10845-3** to which it mainly applies.

Clause number	Tender Data
3.1	The employer is the <b>Municipal Infrastructure Support Agent (MISA)</b> , an entity within the South African Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012.
3.3	The Tender documents issued by the employer comprise the documents listed on the contents page.
3.4	The Employer's Representative is: <b>Name:</b> Ms. Mapatane Kgomo (CEO) <b>Physical Address:</b> 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 <b>Telephone:</b> 012 848 5300 <b>Email:</b> <a href="mailto:tenders@misa.gov.za">tenders@misa.gov.za</a>
3.5	The language of communications is English
4.1	<b>ONLY</b> those Bidders who satisfy the following <b>ELIGIBILITY CRITERIA</b> and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:  The Bidder:

Clause number	Tender Data
	<ol style="list-style-type: none"> <li>1. Only those Bidders who are registered with the <b>CIDB</b>, or are capable of being so registered prior to the evaluation of submissions and have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB <b>Grade 4EP or Higher</b> class of construction work are eligible to have their tenders evaluated, provide the proof of valid registration with <b>CIDB</b>. Joint ventures are eligible to submit tenders provided that, <ol style="list-style-type: none"> <li>a) every member of the joint venture is registered with CIDB,</li> <li>b) the lead partner has a contractor grading designation of <b>4EP or higher</b> class of construction work, or not lower than one level below the required grading designation in the class of works under consideration and possess the required recognition status.</li> <li>c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for <b>a 4EP or Higher</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> </li> <li>2. Bidders must submit a CIDB Grading Certificate (<b>4EP</b>) or proof/confirmation from CIDB that the bidder has applied for CIDB Grading level <b>4EP</b>.</li> <li>3. In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties.</li> <li>4. The tender documents issued by MISA must not be tampered with and remain intact.</li> <li>5. Bidders must attend a compulsory briefing meeting and sign the attendance register.</li> <li>6. The tender documents completed in all respects, signed off by the authorised signatory, as <b>authorised in Part T2.2: Returnable Schedule No 7</b> "Resolution for Signatory". Wherever spaces are provided, the bidder must complete the section in permanent ink. If the information requested is not applicable bidders must indicate as such. <ol style="list-style-type: none"> <li>a. Should a bidder fail to complete any section or line item of the Bill of Quantities (C2.2), the provisions of Section G of the Additional Conditions of Tender will apply.</li> </ol> </li> <li>6. Bill of quantities or Pricing schedule and or Form of offer/Total tender amount shall not contain correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory.</li> </ol>
4.7	<p>The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).</p> <p><b>No Tender will be considered unless the Bidder attends the compulsory briefing session and site visit.</b></p> <p>Bidders/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions.</p>
4.12	No alternative tender offer will be considered.
4.13	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Reception area of MISA Offices</p> <p>Municipal Infrastructure Support Agent's Office</p>

Clause number	Tender Data
	<p><b>Physical Address:</b> 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1<sup>st</sup> Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p><b>Telephone:</b> 012 848 5300</p> <p><b>Identification details on the Tender package(s):</b></p> <ol style="list-style-type: none"> <li>1. Name and Reference number of the tender.</li> <li>2. Address of the employer.</li> <li>3. Names of the tendering entity and the contact person.</li> <li>4. Physical address and contacting details of the bidder.</li> <li>5. Date of submission</li> </ol>
4.13.5	Tender offer shall be submitted as <b>original, one copy of the original and one scanned copy of the original completed and signed tender documents in a Flash Drive.</b>
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 <sup>th</sup> day.
5.1	The employer will respond to requests for clarification received up to <b>7 days</b> before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
SFU (clause 4.3.1)	<p><b>Evaluation Criteria</b></p> <p>The procedure for the evaluation of responsive tenders is <b>Functionality, Financial offer &amp; Preference</b> as explained in the <b>CIDB'S</b> Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1).</p> <p>Breakdown points for Functionality points are outlined in 5.11.9 below.</p> <p>The procedure for the evaluation of responsive tenders is <b>detailed as follows:</b></p> <p><b>Phase 1:</b> Mandatory/eligibility and administrative requirements.</p> <p><b>Phase 2:</b> Bidders must meet the minimum requirements outlined in the functionality criteria and score at least the minimum functionality points to be considered for further evaluation in Stage 3. Bidders which do not meet minimum functionality threshold <b>of 70 points</b> will then be rejected.</p> <p><b>Phase 3:</b> Price and preference (80/20 system)</p>

Clause number	Tender Data
	<p><b><u>PHASE ONE: RESPONSIVENESS TO THE MANDATORY/ELIGIBILITY CRITERIA, BID AND ADMINISTRATIVE REQUIREMENTS AND RULES:</u></b></p> <p>Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> <li>1. Only those bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions and have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 3CE or Higher class of construction work are eligible to have their tenders evaluated, provide the proof of valid registration with CIDB. Joint ventures are eligible to submit tenders provided that,             <ol style="list-style-type: none"> <li>a) every member of the joint venture is registered with CIDB,</li> <li>b) the lead partner has a contractor grading designation of 4EP or higher class of construction work, or not lower than one level below the required grading designation in the class of works under consideration and possess the required recognition status.</li> <li>c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4EP or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> </li> <li>2. Bidders must submit a CIDB Grading Certificate (<b>4EP</b>) or proof/confirmation from CIDB that the bidder has applied for CIDB Grading level <b>4EP</b></li> <li>3. In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties.</li> <li>4. The tender documents issued by MISA must not be tampered with and remain intact.</li> <li>5. Bidders must attend a compulsory briefing meeting and sign the attendance register.</li> <li>6. The tender documents completed in all respects, signed off by the authorised signatory, as <b>authorised in Part T2.2: Returnable Schedule No 7</b> "Resolution for Signatory". Wherever spaces are provided, the bidder must complete the section in permanent ink. If the information requested is not applicable bidders must indicate as such             <ol style="list-style-type: none"> <li>a. Should a bidder fail to complete any section or line item of the Bill of Quantities (C2.2), the provisions of Section G of the Additional Conditions of Tender will apply</li> </ol> </li> <li>7. Bill of quantities or Pricing schedule and or Form of offer/Total tender amount shall not contain correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory.</li> </ol> <p><b>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</b></p> <ol style="list-style-type: none"> <li>1. The bidder must be registered on the Central Supplier Database (CSD) prior the award</li> <li>2. All bidder's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.</li> <li>3. Should the bidder intend to sub-contract more than 25%, It is compulsory to submit a valid <b>B-BBEE Certificate issued by SANAS accredited Agency</b> OR a valid original</li> </ol>

Clause number	Tender Data
	<p>or certified copy of a (CSC000) sector code sworn affidavit (for EMEs or QSEs) attested by a Commissioner of Oaths in terms of the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 as amended for all proposed sub-contractors.</p> <p>4. A valid original or certified copy of amended Construction Sector Codes (CSC000) <b>B-BBEE Certificate issued by SANAS accredited Agency</b> must be submitted with the tender OR a valid copy of a sworn affidavit attested by a commissioner of Oaths in terms of justices the peace and commissioners of oaths act 16 of 1963 as amended, prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted with the tender in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid copy of a consolidated amended Construction Sector Codes (CSC000) <b>B-BBEE Certificate issued by SANAS accredited Agency must submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE.</b></p> <p>5. Bidders which are EMEs or QSEs should make use of the attached Construction Sector Codes (CSC000) compliant Sworn affidavits, to claim B-BBEE points. Generic sector codes or any other sector code sworn affidavits (which are not Construction Sector Codes) will not be accepted for purposes of claiming B-BBEE points.</p> <p><b><u>PHASE TWO: BIDDERS WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u></b></p> <ol style="list-style-type: none"> <li>1. The bidder will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set.</li> <li>2. The bidder must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.</li> <li>3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.</li> <li>4. A Tender scoring an average score below <b>70 points</b> in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.</li> <li>5. Non-submission or poorly completed schedule or incomplete information will result in a bidder losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality. It is the responsibility of the bidder to ensure that all copies are clear and certified when the conditions require them to be so.</li> <li>6. No second chance will be given to a bidder to submit some information after tender closure on this stage of evaluation i.e. functionality.</li> </ol> <p><b><u>PHASE THREE: EVALUATION OF BIDS ON PRICE AND PREFERENCE POINTS SYSTEM IN LINE WITH PREFERENTIAL PROCUREMENT REGULATION 2022</u></b></p> <p>During this phase, bid proposals that passed phase 2 will be further evaluated based on the Preferential Procurement Regulations 2022, will be used to evaluate this proposal as per the applicable threshold value.</p>

Clause number	Tender Data														
	<p>Bid proposals will be evaluated based on the 80/20 preference points system in accordance with the PPPFA Act (Act no.5 of 2000), where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for specific goals.</p> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p><b>Allocation of points</b></p> <p>The following table shows allocation of points:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Criteria</th> <th style="text-align: center;">Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>POINTS ON PRICE</b></td> <td style="text-align: center;"><b>80</b></td> </tr> <tr> <td style="text-align: center;"><b>SPECIFIC GOALS</b></td> <td style="text-align: center;"><b>20</b></td> </tr> <tr> <td style="text-align: center;"><b>TOTAL</b></td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table> <p>a) A maximum of 80 points is allocated for <b>price</b> on the following basis:</p> <p style="text-align: center;"><b>80/20</b></p> $Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ <p>Where:</p> <p style="margin-left: 40px;">Ps = Points scored for price of tender under consideration</p> <p style="margin-left: 40px;">Pt = Price of tender under consideration</p> <p style="margin-left: 40px;">Pmin = Price of lowest acceptable tender</p> <p>b) A maximum of 20 points may be awarded to a Bidder for the specific goal specified for the tender.</p> <p>c) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.</p> <p>d) Subject to section 2(1)(f) of the Act, the contract must be awarded to the Bidder scoring the highest points.</p> <p>e) Allocation of Points</p> <p><b>SPECIFIC GOALS</b></p> <p>The Employer reserves the right to apply other specific goals in accordance with PPPF Regulations 2022 as contemplated in section 2(1)(d)&amp;(e) of the PPPF Act No 5 of 2000 which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.</p> <p>The Specific goals will be allocated as per the table below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">The specific goals allocated points in terms of this tender</th> <th style="text-align: center;">Number of points allocated (80/20 system)</th> </tr> </thead> <tbody> <tr> <td>Who are women (51% or more)</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Who has disability (51% or more owned)</td> <td style="text-align: center;">5</td> </tr> </tbody> </table>	Criteria	Points	<b>POINTS ON PRICE</b>	<b>80</b>	<b>SPECIFIC GOALS</b>	<b>20</b>	<b>TOTAL</b>	<b>100</b>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Who are women (51% or more)	5	Who has disability (51% or more owned)	5
Criteria	Points														
<b>POINTS ON PRICE</b>	<b>80</b>														
<b>SPECIFIC GOALS</b>	<b>20</b>														
<b>TOTAL</b>	<b>100</b>														
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)														
Who are women (51% or more)	5														
Who has disability (51% or more owned)	5														

Clause number	Tender Data													
	Who is a youth (18 to 35 years) (51% or more owned)	5												
	Location of enterprise (local equals province)	2												
	B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3												
	<b>Total scored points</b>	<b>20</b>												
	<p><b>Definitions</b></p> <p>a) <b>Specific goals</b>” means specific goals as contemplated in section2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in Government Gazette No.16085 date 23 November 1994</p> <p>b) <b>“Ownership</b> “means the percentage ownership and control, exercised by individuals within and enterprise.</p> <p>c) <b>“Disability”</b> means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform and activity in the manner, or within the range, considered normal for a human being.</p> <p>i) A blind person (in terms of the Blind Persons Act, 1968(Act no 26 of 1968)</p> <p>ii) A deaf person, whose hearing is impaired to such and extent that he/she cannot use it as a primary means of communication.</p> <p>iii) A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another.</p> <p>iv) A person who requires an artificial limb, or</p> <p>v) A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act NO. 18 of 1973)</p>													
	<p><b>Means of Verification (Specific Goals)</b></p> <table border="1"> <thead> <tr> <th>Procurement Requirement</th> <th>Required Proof Documents</th> </tr> </thead> <tbody> <tr> <td>Women</td> <td>Full CSD Report</td> </tr> <tr> <td>Disability</td> <td>Full CSD Report</td> </tr> <tr> <td>Youth</td> <td>Full CSD Report</td> </tr> <tr> <td>Location</td> <td>Full CSD Report</td> </tr> <tr> <td>B-BBEE status level contributors from level 1 to 2 which are QSE or EME</td> <td>Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report</td> </tr> </tbody> </table> <p><b>Failure on the part of a Bidder to submit proof of documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.</b></p>		Procurement Requirement	Required Proof Documents	Women	Full CSD Report	Disability	Full CSD Report	Youth	Full CSD Report	Location	Full CSD Report	B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report
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5.11.9	<p><b>Functionality</b></p> <p><b>A bidder scoring below <u>70 points</u> under the functionality criteria shall be considered as DISQUALIFIED for further evaluation. (Refer to T2.2 RETURNABLE SCHEDULES)</b></p> <table border="1" data-bbox="331 416 1398 1043"> <thead> <tr> <th data-bbox="336 423 890 506">Quality criteria</th> <th data-bbox="890 423 1099 506">Evaluation schedule</th> <th data-bbox="1099 423 1393 506">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td data-bbox="336 506 890 562">Experience of the Bidder</td> <td data-bbox="890 506 1099 562">Schedule 1</td> <td data-bbox="1099 506 1393 562">40</td> </tr> <tr> <td data-bbox="336 562 890 913"> <table border="1" data-bbox="352 584 844 907"> <thead> <tr> <th colspan="2" data-bbox="352 584 751 613">Experience of Key Personnel</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 613 751 665">Contracts Manager</td> <td data-bbox="751 613 844 665">10</td> </tr> <tr> <td data-bbox="352 665 751 716">Electrical Engineer</td> <td data-bbox="751 665 844 716">15</td> </tr> <tr> <td data-bbox="352 716 751 768">Site Agent</td> <td data-bbox="751 716 844 768">10</td> </tr> <tr> <td data-bbox="352 768 751 819">Foreman/Supervisor</td> <td data-bbox="751 768 844 819">10</td> </tr> <tr> <td data-bbox="352 819 751 871">Health and Safety Officer</td> <td data-bbox="751 819 844 871">5</td> </tr> <tr> <td data-bbox="352 871 751 907" style="text-align: right;">Total</td> <td data-bbox="751 871 844 907">50</td> </tr> </tbody> </table> </td> <td data-bbox="890 562 1099 913">Schedule 2</td> <td data-bbox="1099 562 1393 913">50</td> </tr> <tr> <td data-bbox="336 913 890 969">Plant and Equipment</td> <td data-bbox="890 913 1099 969">Schedule 3</td> <td data-bbox="1099 913 1393 969">10</td> </tr> <tr> <td colspan="2" data-bbox="336 969 1099 1043"><b>Maximum possible score for quality (M<sub>s</sub>)</b></td> <td data-bbox="1099 969 1393 1043"><b>100</b></td> </tr> </tbody> </table>		Quality criteria	Evaluation schedule	Maximum number of points	Experience of the Bidder	Schedule 1	40	<table border="1" data-bbox="352 584 844 907"> <thead> <tr> <th colspan="2" data-bbox="352 584 751 613">Experience of Key Personnel</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 613 751 665">Contracts Manager</td> <td data-bbox="751 613 844 665">10</td> </tr> <tr> <td data-bbox="352 665 751 716">Electrical Engineer</td> <td data-bbox="751 665 844 716">15</td> </tr> <tr> <td data-bbox="352 716 751 768">Site Agent</td> <td data-bbox="751 716 844 768">10</td> </tr> <tr> <td data-bbox="352 768 751 819">Foreman/Supervisor</td> <td data-bbox="751 768 844 819">10</td> </tr> <tr> <td data-bbox="352 819 751 871">Health and Safety Officer</td> <td data-bbox="751 819 844 871">5</td> </tr> <tr> <td data-bbox="352 871 751 907" style="text-align: right;">Total</td> <td data-bbox="751 871 844 907">50</td> </tr> </tbody> </table>	Experience of Key Personnel		Contracts Manager	10	Electrical Engineer	15	Site Agent	10	Foreman/Supervisor	10	Health and Safety Officer	5	Total	50	Schedule 2	50	Plant and Equipment	Schedule 3	10	<b>Maximum possible score for quality (M<sub>s</sub>)</b>		<b>100</b>
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5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>1. The bidder or any of its Directors/ Shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</li> <li>2. the bidder has not: <ol style="list-style-type: none"> <li>a. abused the Employer’s Supply Chain Management System, or</li> <li>b. failed to perform on any previous contract and has been given a written notice to this effect,</li> </ol> </li> <li>3. The bidder demonstrated that they have capacity and capability to complete the works.</li> <li>4. The bidder does not pose a risk to the employer such as not having capacity in the tendered project region.</li> <li>5. The Bidder does not pose commercial risk in relation to financial offers and market related rates.</li> <li>6. the bidder has duly completed and signed the <b>SBD 4</b>, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared nonresponsive.</li> <li>7. the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>8. the bidder/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.</li> <li>9. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the bidder has been attached (specific to this bid) to the bid submission, it must</li> </ol>																														

Clause number	Tender Data
	be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Bidder
5.17	<p>The additional conditions of tender are:</p> <p>Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.</p>
5.17	<p><b>Cancellation and re-invitation of tenders</b></p> <p>MISA may, prior to the award of the tender, cancel the tender if-</p> <ul style="list-style-type: none"> <li>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested, or</li> <li>(b) funds are no longer available to cover the total envisaged expenditure, or</li> <li>(c) no acceptable tenders are received, or</li> <li>(d) Tender validity period has expired, or</li> <li>(e) Gross irregularities in the tender processes and/or tender documents, or</li> <li>(f) No market related offer received (after attempts of negotiation processes)</li> </ul> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
	<p style="text-align: center;"><b>TENDER AWARD</b></p> <ul style="list-style-type: none"> <li>A. The bidder obtaining the highest number of total points may be awarded the contract, unless there is an objective criterion used that is advertised with the tender (ref: T1.1 Tender notice and invitation to tender).</li> <li>B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.</li> <li>C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3<sup>rd</sup> decimal place is 1 up-to 4, the points up to 2<sup>nd</sup> decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2<sup>nd</sup> decimal place and the resulting point will be considered.)</i></li> <li>D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for <b>Specific Goals</b></li> <li>E. However, in the event that two or more Tenders have scored equal point including equal preference points for <b>Specific Goals</b>, the successful tender must be the one scoring the highest points for <b>Functionality</b>.</li> <li>F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</li> </ul> <p style="text-align: center;"><b>ADDITIONAL CONDITIONS OF TENDER</b></p> <p>The additional conditions of Tender are:</p> <p><b>A. Joint Venture</b></p>

Clause number	Tender Data
	<p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p><b>B. Costs incurred by Bidder</b></p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Bidder in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p><b>C. Acceptance of Bid</b></p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender. The employer reserves the right to accept the whole works or part of the works.</p> <p><b>D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award Should a Bidder</b></p> <p>a) Withdraw his Tender during the period of its validity, <u>or</u></p> <p>b) Give notice of his inability to execute the Contract or fail to execute the Contract, <u>or</u></p> <p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer,</p> <p><b>then the Bidder shall be liable for and pay to the Employer –</b></p> <p>i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so,</p> <p>ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received,</p> <p>iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be.</p> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Bidder, under this or any other tender or Contract between the Employer and the Bidder, or against any guarantee or deposit which may have been furnished by or on behalf of the Bidder for the due fulfilment of this or any other tender or Contract between the Employer and the Bidder. Pending the ascertainment of the amount of the Bidder's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Bidder's default.</p> <p>Provided always that the Employer may exempt a Bidder from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p><b>E. Repudiation of Tender or Invalidation of Contract</b></p> <p>If the Employer is satisfied that the Bidder or any person is being an employee, partner, director, member or shareholder of the Bidder or a person acting on behalf of or with the knowledge of the</p>

Clause number	Tender Data
	<p>Bidder has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract,</p> <ul style="list-style-type: none"> <li>a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract,</li> <li>b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Bidder's favour,</li> <li>c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company:</li> <li>d) to refrain from Tendering for this Contract,</li> <li>e) as to the amount of the Tender to be submitted by either party,</li> <li>f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid.</li> </ul> <p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p><b>F. South African Jurisdiction</b></p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Bidder shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.</p> <p>Each Bidder shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p><b>G. Amendments to Tender by Employer</b></p> <p><b>a) Arithmetical Errors</b></p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ul style="list-style-type: none"> <li>i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern, and the bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices.</li> </ul> <p><b>b) Imbalance in Tender Rates</b></p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Bidder may be required to produce evidence and advance arguments</p>

APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT: DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF EBDEN -VICTORIA SUBSTATION UNDERGROUND MV CABLES FOR ENOCH MGIJIMA LOCAL MUNICIPALITY UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE

Clause number	Tender Data
	<p>in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Bidder to amend these rates and prices along the lines indicated by him.</p> <p>The Bidder will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p>



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT  
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS  
(CoGTA)**

**TENDER NO. MISA/MV/EC/005/2024/2025**

**APPOINTMENT OF AN ELECTRICAL MANAGEMENT  
CONTRACTOR FOR THE REFURBISHMENT: DESIGN,  
SUPPLY, DELIVERY, INSTALLATION AND  
COMMISSIONING OF EBDEN -VICTORIA SUBSTATION  
UNDERGROUND MV CABLES FOR ENOCH MGIJIMA  
LOCAL MUNICIPALITY UNDER CHRIS HANI DISTRICT  
MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**

## **T2 Returnable Documents**

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

#### **A Returnable Schedules required for tender evaluation purposes**

The bidder must complete the following returnable schedules as relevant:

- 1 SBD 1 - Invitation to Bid
- 2 SBD 4 - Declaration on Interest
- 3 SBD 6.1 – Preference Points claim form.
- 4 Samples of CSC000 sector coders Sworn Affidavits- A. EMEs and B. QSES (For bidders with no B-BBEE Certificates)
- 5 CSD report Annexure
- 6 Tender's certificates Annexure
- 7 Resolution for Signatory
- 8 Certificate of Joint Ventures
- 9 Schedule 1: Experience of the bidder
- 10 Schedule 2: Experience of key person
- 11 Schedule 3: Plant and Equipment

#### **B Other documents required for tender evaluation purposes**

The bidder must provide the following returnable documents:

- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see [www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php)), a registered auditor approved by IRBA, or a sworn affidavit in the case of a qualifying small enterprise or exempted micro enterprise, if preference points are claimed in respect of Broad-Based Black Economic Empowerment.

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

#### **D C1.2 Contract Data (Part 2)**

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## T2.2 RETURNABLE SCHEDULES

### 1. PART A – INVITATION OF BID: SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MISA/MV/EC/005/2024/2025	CLOSING DATE:	14 November 2024	CLOSING TIME:	11:00am
DESCRIPTION:	APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT: DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF EBDEN -VICTORIA SUBSTATION UNDERGROUND MV CABLES FOR ENOCH MGJIMA LOCAL MUNICIPALITY UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1303 Heuwel Avenue, Riverside Office Park, Letaba House, First Floor, Centurion, 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Anele Ndamase		CONTACT PERSON	Anele Ndamase	
TELEPHONE NUMBER	012 8485 300		TELEPHONE NUMBER	012 8485 300	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@misa.gov.za		E-MAIL ADDRESS	tenders@misa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW ]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> 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 BELOW.					

## PART B – TERMS AND CONDITIONS

### 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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

#### 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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

## 2. SBD 4 - BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.


2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

**3 DECLARATION**

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,  
 (name)..... in  
 submitting the accompanying bid, do hereby make the following statements  
 that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure,
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect,
- 3.3 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>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution, and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

### 3. SBD 6.1: PREFERENCE POINTS CLAIM FORM

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to bid:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included),

#### 1.2 To be completed by the organ of state

- a) The applicable preference point system for this bid is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this bid. The lowest/ highest acceptable bid will be used to determine the accurate system once bids are received.

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

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

#### 1.4 To be completed by the organ of state:

The maximum points for this bid are allocated as follows:

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

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

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

#### 2. DEFINITIONS

- a) **“Ownership”** means the percentage ownership and control, exercised by individuals within and enterprise
- b) **“bid”** 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 bidding process or any other method envisaged in legislation,
- c) **“price”** means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts,
- d) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes,

- e) **“bid 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
- f) **“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:

**80/20                      or                      90/10**

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

##### 3.1.1. POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

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

### 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 bid. For the purposes of this bid the bidder 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 bid:
- 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 bid documents, stipulate in the case of—

- (a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system, or
- (b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid 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 bid and points claimed are indicated per the table below.**

**Note to bidders: The bidder must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
Who are women (51% or more)	5	
Who has disability (51% or more owned)	5	
Who is a youth (18 to 35 years) (51% or more owned)	5	
Location of enterprise (local equals province)	2	
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	3	
<b>Total scored points</b>	<b>20</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct,
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form,
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct,

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process,
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct,
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation,
- (d) recommend that the bidder 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.

.....	
<b>SIGNATURE(S) OF BIDDER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**4. Samples of CSC000 sector coders Sworn Affidavits- A. EMEs and  
B. QSES (For bidders with no B-BBEE Certificates)**

**Choose One Format**

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (EME)**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name:</b>			
<b>Trading Name (If Applicable):</b>			
<b>Registration Number:</b>			
<b>Enterprise Physical Address:</b>			
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>			
<b>Nature of Construction Business:</b>	BEPs (Built Environment Professional)	Contractor	Supplier
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent, or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p style="margin-left: 40px;">i. Before 27 April 1994, or</p> <p style="margin-left: 40px;">ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>		

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% Black Owned
  - The Enterprise is \_\_\_\_\_% Black woman Owned
  - The Enterprise is \_\_\_\_\_% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
    - o Black Youth % \_\_\_\_\_%

- o Black Disabled % \_\_\_\_\_%
- o Black Unemployed % \_\_\_\_\_%
- o Black People living in Rural areas % \_\_\_\_\_%
- o Black Military Veterans % \_\_\_\_\_%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_ (DD/MM/YY), the annual Total Revenue was equal to/or less than the applicable amount confirmed **by ticking the applicable box below.**

Contractor / Consultancy	R10 million	
Supplier	R10 million	

*If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.*

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

**Date:** \_\_\_\_\_

**B-BBEE EXEMPTED AFFIDAVIT FOR QUALIFYING SMALL ENTERPRISES (QSE)**

*Issued in terms of paragraph(s) 9.6 and 12.6 (Implementation Guide for PPRegs 2022) and Paragraph(s) 3.7 & 5.1 of NT Circular No. 5 of 2016/2017*

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name:</b>		
<b>Trading Name (If Applicable):</b>		
<b>Registration Number:</b>		
<b>Enterprise Physical Address:</b>		
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>		
<b>Nature of Construction Business:</b>	Supplier / Service provider	Consultancy services Supplier
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent, or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> <li>i. Before 27 April 1994, or</li> <li>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</li> </ol>	

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_% Black Owned
- The Enterprise is \_\_\_\_\_% Black Female Owned
- The Enterprise is \_\_\_\_\_% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
  - o Black Youth % \_\_\_\_\_%

- o Black Disabled % \_\_\_\_\_%
- o Black Unemployed % \_\_\_\_\_%
- o Black People living in Rural areas % \_\_\_\_\_%
- o Black Military Veterans % \_\_\_\_\_%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_ (DD/MM/YY), the annual Total Revenue was equal to/or less than the applicable amount confirmed **by ticking the applicable box below.**

Contractor / Consultancy services	R50 million	
Supplier	R50 million	

*If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.*

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp  
 Date: \_\_\_\_\_

**5. CSD REPORT ANNEXURE - PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)**

(ATTACH HERE)

## 6. VALID CERTIFICATES OF A BIDDER

(ATTACH HERE)

## 7. RESOLUTION FOR SIGNATORY

### A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

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

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised 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: \_\_\_\_\_

#### WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

## 8. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . . . . . . ., authorised signatory of the company . . . . . . . . . ., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
<b>PROJECT TITLE</b>	<b>APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT: DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF EBDEN -VICTORIA SUBSTATION UNDERGROUND MV CABLES FOR ENOCH MGIJIMA LOCAL MUNICIPALITY UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE</b>	
<b>BID NUMBER</b>	<b>MISA/MV/EC/005/2024/2025</b>	
<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner: ..... .		Signature. .... Name ..... Designation.....
..... .		Signature. .... Name ..... Designation.....
..... .		Signature. .... Name ..... Designation.....
..... .		Signature. .... Name ..... Designation.....

## 9. SCHEDULE 1: EXPERIENCE OF THE BIDDER (40 POINTS)

### a) Requirements

The experience of the bidder as a company (as opposed to key staff members) in the construction or installation of new medium voltage (11kV and above) electrical infrastructure which includes indoor or outdoor substations, switchboards, switchgear, underground cables, overhead cables as a main contractor or sub-contractor.

The projects shall be within the previous **10 years** and must only include completed projects prior to closing date for submissions.

### b) Points Scoring

Points will be allocated per project as per the table below,

*Table : Project points allocation*

No	Project Value	Points per Project
a)	R500 000 - R1 000 000	2 points
b)	R1 000 001 - R3 000 000	4 points
c)	R3 000 001 – R 6 000 000	6 points
d)	R 6 000 001 and above	8 points

### c) Means of Verification:

Bidders are requested to submit completion certificates and corresponding appointment letters for each project.

### d) Listing of Completed Projects

Bidders are requested to list a maximum of **five (5) highest value projects** including contactable references by completing **SCHEDULE OF COMPLETED PROJECTS** appended to this schedule on the next page.

## SCHEDULE OF COMPLETED PROJECTS

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Employer		
			Started	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
1.							
2.							
3.							
4.							

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Employer		
			Started	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
5.							

MISA reserves the right to verify all information presented by the bidder.

**BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION THEREOF TO AN ATTACHMENTS. PLEASE ATACH ONLY INFROMATION REQUESTED BY THE EMPLOYER.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

.....

Date

.....

Position

Name

.....

.....

*Enterprise name*

.....

## 10. Schedule 2: Experience of Key Personnel (50 Points)

### a) Summary

Total Points 50 points for key personnel allocated as follows:

- **Contracts Manager = 10**
- **Electrical Engineer = 15**
- **Site Agent = 10**
- **Foreman = 10**
- **Construction H&S Officer = 5**
- **Total = 50**

### b) Requirements

The experience of the key personnel who will be responsible for the management of the physical construction processes and the coordination, administration and management of resources on the Site will be evaluated in relation to the **Part C3: Scope of work** from three different points of view:

- 1) General experience (total duration of work activity), level of education and training and positions held.
- 2) The education, training, skills, experience and knowledge of issues which are pertinent to the **Part C3: Scope of Work**.
- 3) The experience of the key personnel must be post-qualification.

**For Noting:** All personnel submitted by the tenderer cannot be changed without prior written approval from the employer. As per clause 24.1 of the NEC3 Engineering Construction Contract.

### c) Means of Verification:

Attach proof of qualifications, brief CV's and where applicable proof of professional registration, licencing or certification for key personnel listed, as required.

### d) Listing of Key Personnel

Bidders are requested to list key personnel by completing **SCHEDULE OF BIDDER'S EXPERIENCE** appended to this schedule on the next page.

### e) Scoring

#### Key Personnel Requirements (50 points)

<b>Key Personnel</b>	<b>=</b>	<b>50 Total Points</b>
<b>1. Contracts Manager</b>	<b>=</b>	<b>(10 points)</b>
<b>1.1. Experience</b>	<b>=</b>	<b>5 points</b>
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	2 points
c) 7 to below 10 years	=	3 points
d) 10 years and above	=	5 points

<b>Key Personnel</b>	=	<b>50 Total Points</b>
<b>1.2. Qualifications</b>	=	<b>5 points</b>
a) Diploma in <b>Electrical</b> Engineering or Construction Management	=	3 points
b) B Tech <b>NQF 7</b> or higher Engineering/Construction Management	=	5 points
<b>2. Electrical Engineer</b>	=	<b>(15 points)</b>
<b>1.1. Experience</b>	=	<b>5 points</b>
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	2 points
c) 7 to below 10 years	=	3 points
d) 10 years and above	=	5 points
<b>1.2. Qualifications</b>	=	<b>10 points</b>
a) Degree or B Tech in Electrical Engineering	=	5 points
b) Honours Degree or higher NQF in Electrical Engineering	=	10 points
<b>Scoring for Electrical Engineer</b> = Only Qualifications submitted with proof of Professional Registration from ECSA will be scored and where only proof of qualification or only proof of Registration is submitted the bidder will be scored zero.		
<b>2. Site Agent</b>	=	<b>(10 points)</b>
<b>2.1. Experience</b>	=	<b>4 points</b>
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	1 point
c) 7 to below 10 years	=	2 points
d) 10 years and above	=	4 points
<b>2.2. Qualification</b>	=	<b>6 points</b>
a) N6 in Electrical Engineering	=	4 points
b) Diploma in Electrical Engineering or higher NQF Level	=	6 points
<b>3. Foreman/woman / Supervisor</b>	=	<b>(10 points)</b>
<b>3.1. Experience</b>	=	<b>4 points</b>
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	1 point
c) 7 to below 10 years	=	2 points
d) 10 years and above	=	4 points
<b>3.2. Qualification/Licensing</b>	=	<b>6 points</b>
a) Matric Grade 12	=	4 points
b) N6 in Electrical Engineering or higher NQF Level	=	6 points
<b>Scoring for Foreman</b> = Only qualifications submitted with proof of HV Registration Licensing from the Department of Labor will be scored and where only proof of qualification or only proof of Registration is submitted the bidder will be scored zero.		
<b>4. Construction Health and Safety Officer</b>	=	<b>(5 points)</b>
<b>4.1. Experience</b>	=	<b>2 points</b>
a) 5 to below 7 years	=	0 points
b) 7 to below 10 years	=	1 point
c) 10 years and above	=	2 points
<b>4.2. Qualification + Registration with SACPCMP as Construction Health and Safety officer (CHSO)</b>	=	<b>3 points</b>
a) National Diploma in Safety Management (NQF 6)	=	2 points
b) B-Tech in Safety Management or above	=	3 points

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

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

Name \_\_\_\_\_ Position \_\_\_\_\_

*Bidder's name* \_\_\_\_\_

**SCHEDULE OF PROPOSED PERSONELL**

No	Key Personnel	Name and Surname	Qualifications and Proof of Registration with Professional body- indicate name of professional body	Total Number of years of experience after Qualification
1	Contracts Manager			
2	Electrical Engineer			
3	Site Agent			
4	Foreman/woman			
5	Construction Health and Safety Officer		Qualification:	
			Name of Professional Body:	
			Date Registered:	

**Means of Verification: Bidders are requested to attach brief CV's, Proof of Qualification for all the staff referred to above table and Proof of Professional Registration applicable.**

**MISA reserves the right to verify all information presented by the bidder.**

**BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION OF THE ABOVE TABLE TO AN ATTACHMENTS. PLEASE ATTACH ONLY INFORMATION REQUESTED BY THE EMPLOYER.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Name of Bidder: .....Date: .....

Signature: .....Position: .....

Full name of signatory: .....

## 11. SCHEDULE 3: PLANT AND EQUIPMENT

10 POINTS

### a) Requirements

Points will be allocated as indicated below for plant and equipment **owned and / or hired** by the Bidder, and which will be available for the project, should the Bidder be successful. Bidders must complete the table below for availability of plant and equipment.

Please note the project is meant to be labour intensive and manual trenching and cable pulling will be allowed for.

Type of Equipment	Maximum Points
Cable trailer and jack (1 required)	1
Compactor (1 required)	3
TLB (1 required)	3
Cable route locator/tracer/detector (1 required)	3
<b>Total scored</b>	<b>10</b>

### b) Means of Verification

1. **In cases where plant is owned by the Bidder**, Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the company must be attached.
2. **In cases where the plant is to be hired by the Bidder**, a letter from a Plant Hire Company addressed to the Bidder with reference to this project clearly indicating the list of plant to be hired must be attached. In addition, Proof of ownership from hiring company must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the hiring company must be attached.
3. Plant owned by the directors must also be accompanied by a letter of intent.
4. **In cases where the Bidder owns part of the required plant and part will be hired**, the Bidder must attach proof of ownership as per 1 above and plant hire letter as per 2 above accordingly.
5. **In cases where proof of ownership cannot be provided in the form of E-Natis registration documents** due to the **nature** of the plant and equipment, a supplier invoice in the name of the bidder or the hiring company will be acceptable as proof of ownership.

***Note: No other proof of ownership will be considered***

### c) Listing of required plant and equipment

Bidders are requested to list required plant and equipment by completing SCHEDULE OF PLANT AND EQUIPMENT appended to this schedule on the next page.

**SCHEDULE OF PLANT AND EQUIPMENT**

No	Description	Number Required	Points	Please indicate with X on which one is owned or hired	
				Owned	To be Hired
1	Cable trailer and jack	1	1		
2.	Compactor	1	3		
3.	TLB	1	3		
4.	Cable route locator/tracer/detector	1	3		
	<b>Total</b>		<b>10</b>		

**BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION OF THE ABOVE TABLE TO AN ATTACHMENTS. PLEASE ATTACH ONLY INFORMATION REQUESTED BY THE EMPLOYER.**

**MISA reserves the right to verify all information presented by the Bidder.**

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of the Schedule 3 presented by the Bidder are within his/her personal knowledge and are to the best of his/her knowledge both true and correct

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

*Enterprise name* \_\_\_\_\_

**OTHER DOCUMENTS CONTAINED HEREIN IN THE TENDER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES AS LISTED BELOW.**

**12. RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	<b>Date</b>	<b>Title or Details</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder

**13. PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

*Bidder*



## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

### Cooperative Governance & Traditional Affairs

Reference no.: MISA/MV/EC/005/2024/2025

**PROJECT: APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT: DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF EBDEN -VICTORIA SUBSTATION UNDERGROUND MV CABLES FOR ENOCH MGIJIMA LOCAL MUNICIPALITY UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**

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## The Contract

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Based on

Based on NEC3 Engineering and Construction Contract – Option F: Priced Contract with Bill of Quantities)



## **MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

### **Cooperative Governance & Traditional Affairs**

Reference no.: **MISA/MV/EC/005/2024/2025**

**APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT:  
DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF EBDEN -VICTORIA  
SUBSTATION UNDERGROUND MV CABLES FOR ENOCH MGIJIMA LOCAL MUNICIPALITY UNDER  
CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**

### **C1 Agreements and Contract Data**

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

#### **C1.2 Contract Data**

## C1.1 FORM OF OFFER AND ACCEPTANCE

### OFFER

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part 1 of the Contract Data.

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

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

**Total Amount:** ..... (in figure),

.....

.....

.....(in words).

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

Signature(s)

Name(s)

Capacity

**For the Bidder:**

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

Name &  
signature of  
witness

Date

## ACCEPTANCE

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

The terms of the contract, are contained in:

**Part C1** Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

**Part C2** Pricing Data

**Part C3** Scope of Work

**Part C4** Site Information

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

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

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

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

Signature(s) .....

Name(s) Ms. Mapatane Kgomo

Capacity Acting Chief Executive Officer

**for the Employer** 1303 Heuwel Avenue  
Riverside Office Park, Letaba House  
Centurion, PRETORIA 0046

Name & signature of witness .....

..... Date: .....

**Schedule of Deviations**

- 1 Subject .....
- Details .....
- .....
- .....
- .....
- 2 Subject .....
- Details .....
- .....
- .....
- 3 Subject .....
- Details .....
- .....
- .....
- 4 Subject .....
- Details .....
- .....
- .....
- .....
- 5 Subject .....
- Details .....
- .....
- .....

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

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



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT  
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS (CoGTA)**

**TENDER NO. MISA/MV/EC/005/2024/2025**

**APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR FOR THE  
REFURBISHMENT: DESIGN, SUPPLY, DELIVERY, INSTALLATION AND  
COMMISSIONING OF EBDEN -VICTORIA SUBSTATION UNDERGROUND MV  
CABLES FOR ENOCH MGIJIMA LOCAL MUNICIPALITY UNDER CHRIS HANI  
DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**

## C1.2 CONTRACT DATA

The *Conditions of Contract* are the core clauses and the clauses for main **Option F**, dispute resolution option W1 and Secondary options X7, X13, X16, Z Of the NEC3 Engineering and Construction Contract (April 2013 edition) published by the Institution of Electrical Engineers (ICE), copies of which may be obtained from Engineering Contract Strategies (+27) 011 803 3008

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

### C1.2.1 PART ONE - DATA PROVIDED BY THE *EMPLOYER*

Clause	Data
<b>1</b>	<b>General</b>
10.1	<p><i>The Employer is</i> Municipal Infrastructure Services Agent</p> <p>Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046</p> <p>Postal Address: Private Bag X105, Centurion 0046</p> <p>Telephone: 012 848 5300</p>
10.1	<i>The Project Manager is</i> <b>Mr Mlamli Mabulu</b>
10.1	<i>The Supervisor is:</i> <b>Ms K Chikwanda</b>
11.2 (1)	The Accepted Programme is the programme identified in the Contract Data or the latest accepted by the Project Manager. The latest accepted programme supersedes previously accepted programmes.
11.2 (13)	The <i>works</i> are the APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT: DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF EBDEN -VICTORIA SUBSTATION UNDERGROUND MV CABLES FOR ENOCH MGIJIMA LOCAL MUNICIPALITY UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

Clause	Data
11.2 (14)	The following matters will be included in the Risk Register None
11.2 (15)	The <i>boundaries</i> of the sites are as per the proposed site layout and locality plan as per C3: Scope of Works.
11.2 (16)	The Site Information is in section Part C4: Site information of this tender document
11.2 (19)	The Works Information is in section Part C3: Scope of works of this tender document
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13.3	The <i>period of reply</i> is 2 weeks
<b>2</b>	<b>The Parties' main responsibility</b>
26.1	If the <i>Contractor</i> subcontracts work, he is required to submit a signed agreement with proposed Subcontractor / consultant detailing the proposed scope and exclusivity of the relationship and intention to get into a subcontracting agreement based on the NEC3 Engineering and Construction Subcontract should he be successful.
26.2	The Contractor must submit proposed Sub-contractor / consultant with an ECSA registration as Professional Electrical Engineer or Professional Electrical Technologist (appropriate certificates to be submitted).
26.3	The conditions of contract for the Subcontractor shall be the NEC3 Engineering and Construction Subcontract Edition: 3 Reprinted with Amendments 2013, which is to be signed by both parties should the Contractor be successful.
<b>3</b>	<b>Time</b>
30.1	The <i>starting date</i> is <b>14 days after the date of issuance (exclusive) of the award letter</b> unless otherwise agreed by the Parties.
33.1	The <i>access date</i> is 14 days after the issuance of the appointment letter.
30.2	The <i>completion date</i> for the whole of the <i>services</i> is <b>twelve (12) Calendar Month after the start date</b> .
31	The <i>Contractor</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme through consultation.
32	The <i>Contractor</i> submits revised programme at intervals no longer 1 week
<b>4</b>	<b>Testing and Defects</b>
42	The <i>defects date</i> is 12 months after Completion of the whole of the works.
43	The <i>defect correction period</i> is one week after completion of the whole of the works.

Clause	Data									
<b>5</b>	<b>Payment</b>									
50.1	The <i>assessment interval</i> is monthly on or before the 20 <sup>th</sup> day of each successive month.									
51.1	The <i>currency of this contract</i> is the South African Rand.									
51.2	Each certified payment is made within 30 days of the assessment.									
51.4	The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank.									
<b>6</b>	<b>Compensation events</b>									
60.1 (13)	The place where the weather is to be recorded is Komani Town, Eastern Cape.									
60.1 (13)	The weather measurements to be recorded for each calendar month are: <ul style="list-style-type: none"> <li>• The cumulative rainfall (mm)</li> <li>• The number of days with rainfall more than 5mm</li> </ul>									
<b>7</b>	<b>Title</b>									
	No data required for this section of the <i>conditions of contract</i> .									
70.2	80% of the value of materials on site could be claimed by the contractor.									
<b>8</b>	<b>Indemnity, Insurance and Liabilities</b>									
84.1	The Contractor is to provide the insurances stated in the Insurance Table in Section 84.2									
84.2	<i>The minimum amount of cover for insurance against the Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to employees of the Contractor to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract as prescribed in section 84.2 of the NEC 3 ECC</i>									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Insurance against</th> <th style="text-align: left;">Minimum amount of cover or minimum limit of indemnity</th> <th style="text-align: left;">Period following Completion of the whole of the services or earlier termination</th> </tr> </thead> <tbody> <tr> <td>Loss of or damage of the works, Plant and Materials</td> <td>The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer</td> <td>Till the end of the <i>defects date</i>.</td> </tr> <tr> <td>Loss of or damage to Equipment</td> <td>The replacement cost</td> <td>Till the end of the <i>completion date</i>.</td> </tr> </tbody> </table>	Insurance against	Minimum amount of cover or minimum limit of indemnity	Period following Completion of the whole of the services or earlier termination	Loss of or damage of the works, Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer	Till the end of the <i>defects date</i> .	Loss of or damage to Equipment	The replacement cost	Till the end of the <i>completion date</i> .
Insurance against	Minimum amount of cover or minimum limit of indemnity	Period following Completion of the whole of the services or earlier termination								
Loss of or damage of the works, Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer	Till the end of the <i>defects date</i> .								
Loss of or damage to Equipment	The replacement cost	Till the end of the <i>completion date</i> .								

Clause	Data		
	Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.	R5 million without limit to the number of claims	Till the end of the <i>completion date</i> .
	Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Consultant</i> deems desirable in addition	Till the end of the <i>completion date</i> .
	Professional Indemnity Insurance (Professional Electrical Engineering Services)	<b>R3 million</b> without limit to the number of claims	Till the end of the <i>completion date</i> .

85.1 Before the starting date and on each renewal the Contract shall provide applicable insurance policies to the Project Manager for acceptance. The certificates are signed by the Contractor's insurer or insurance broker

86.1 The *Employer* provides no insurance cover.

**Option W1 DISPUTE RESOLUTION**

W1.2 The *Adjudicator* is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Electrical Engineers and the South African Institution of Electrical Engineering (see [www.saiee.org.za](http://www.saiee.org.za)).

W1.2 The *adjudicator nominating body* is the Chairman of ICE-SA, a Joint Division of the Institution of Electrical Engineers and the South African Institution of Electrical Engineering (see [www.saiee.org.za](http://www.saiee.org.za)).

W1.4 The *tribunal* is **arbitration**

W1.4 The *arbitration procedure* is as set out in the latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body

The place where arbitration is to be held is To be Advised

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the *arbitration procedure* does not state who selects an arbitrator, is

the Chairman of the Association of Arbitrators (Southern Africa) or its successor body

**Option X7 Delay Damages**

X7,1 The *delay damages* for completion of the wholes of the works are **R2,000.00** per day

Clause	Data
<b>Option X13</b>	<b>Performance Bond</b>
X13.1	The amount of the performance bond is <b>10%</b> of value of Contract
<b>Option X16</b>	<b>Retention</b>
X16	The retention percentage is <b>10%</b>
<b>Z</b>	<b>Additional Conditions of Contract</b>
	The <i>additional conditions of contract</i> are
<b>Z1</b>	<b>Selection and appointment of the <i>Adjudicator</i></b> A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Electrical Engineers and the South African Institution of Electrical Engineering (see <a href="http://www.saiee.org.za">www.saiee.org.za</a> ) whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> . The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013.
<b>Z2</b>	<b>Tax invoices</b> <b>The Contractor's invoice.</b> Delete the first sentence of core clause 51.1 and replace by: The Employer makes each payment within <b>thirty</b> days from the date of receipt (exclusive) of the <i>Consultant's</i> invoice showing the details, which this contract requires or, if a different period is stated in the Contract Data, within the period stated.
<b>Z3</b>	<b>Acts or omissions by mandatories</b> In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Employer</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Contractor</i> contemplated in section 37(2).
<b>Z4</b>	<b>Subcontractors</b> The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Employer's</i> representative for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the Contractor to Provide the Works. The Contractor does not appoint a proposed subcontractor until the Project Manager has accepted him.
<b>Z5</b>	<b>Guarantee</b> The maximum guaranteed sum is equal to <b>10 %</b> of the total of the Prices and reduces to the following diminishing amounts:

Clause	Data
<b>Guarantor's liability expressed as a percentage of the total of Prices</b>	<b>Period of liability</b>
Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds <b>50 %</b> of the total of Prices
Reducing to the guaranteed sum of <b>6 %</b>	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the <i>works</i>
Reducing to the guaranteed sum of <b>3 %</b>	From the day after the date of Completion of the whole of the <i>works</i> and until the date of issue of the last Defects Certificate.
Reducing to the guaranteed sum of <b>1 %</b>	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.

**Transfer of rights**

The *Employer* owns the *Contractor's* rights over material prepared for this contract by the *Contractor* except as stated otherwise in the Works Information. The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a subcontractor equivalent rights for the *Employer* over the material prepared by the subcontractor. The *Contractor* provides to the *Employer* the documents which transfer these rights to the *Employer*

**C1.2.2 PART TWO - DATA PROVIDED BY THE CONTRACTOR**

The *Contractor* is advised to read the NEC3 Engineering and Construction (Third edition of June 2005) and the relevant Guidance Notes and Flow Charts, published by the Institution of Electrical Engineers, in order to understand the implications of this Data, which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Short Contract to which it mainly applies.

Clause	Data
10.1	<p><i>The Contractor is</i></p> <p>Name: _____</p> <p>Physical Address: _____</p> <p style="text-align: right;">_____ Post Code: _____</p> <p>Postal Address: _____ Post Code: _____</p> <p>Telephone: _____ Fax: _____</p> <p>Mobile: _____ Email: _____</p>
11.2 (8)	The Direct fee percentage is _____
11.2 (8)	The subcontracted fee percentage is _____
11.2 (18)	The working areas are the site and _____
24.1	<p>The <i>Contractor's</i> key persons are:</p> <p>1 Name: _____</p> <p>Position in the Project Team: _____</p> <p>Responsibilities: _____</p> <p>Qualifications: _____</p> <p>Experience: _____</p> <p>Physical Address: _____</p> <p style="text-align: right;">_____ Post Code: _____</p> <p>Postal Address: _____ Post Code: _____</p> <p>Telephone: _____ Fax: _____</p> <p>Mobile: _____ Email: _____</p>

---

(Please use separate pages referring to this clause for detailing this information for all Contractor's key persons)

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11.2(14) The following matters will be included in the Risk Register

---

11.2 (21) The *bill of quantities* is .....

---

11.2 (31) The tendered total of the Prices is .....

---

52.1 The percentage for overheads and profit added to the Defined Cost for people is ..... %

---

52.1 The percentage for overheads and profit added to other Defined Cost is ..... %

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**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

**Cooperative Governance & Traditional Affairs**

Reference no.: MISA/MV/EC/005/2024/2025

**APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT:  
DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF EBDEN -VICTORIA  
SUBSTATION UNDERGROUND MV CABLES FOR ENOCH MGIJIMA LOCAL MUNICIPALITY UNDER  
CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**

**C1.3 SECURITIES: PERFORMANCE BOND**

*(to be reproduced exactly as shown below on the letterhead of the Surety)*

**{Insert name and registered address of the Contractor}**

**Date:**

Dear Sirs,

**PERFORMANCE BOND FOR CONTRACT NO.**

With reference to the above numbered contract made or to be made between

**{Insert registered name and address of the Contractor}**

(the *Contractor*), for

**{Insert details of the works from the Contract Data}**

(the *works*).

I/We the undersigned

on behalf of the Surety

of physical address

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *works* and Defects Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
  - the date that the Surety receives a notice from the *Employer* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or

- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer*.

5. Always provided that this bond will not lapse in the event the Surety is notified by the *Employer*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Employer* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

\_\_\_\_\_

R \_\_\_\_\_

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)


Name(s) (printed)

--	--

### **C1.3 SECURITIES: REDUCING VALUE GUARANTEE**

*(to be reproduced exactly as shown below on the letterhead of the Surety)*

**{Insert name and registered address of the Employer}**

Date:

Dear Sirs,

#### **REDUCING VALUE GUARANTEE FOR CONTRACT NO.**

With reference to the above numbered contract made or to be made between

**{Insert registered name of the Employer}**

(the *Employer*) and

**{Insert registered name and address of the Contractor}**

(the *Contractor*), for

**{Insert details of the works from the Contract Data}**

(the *works*).

I/We the undersigned

on behalf of the Guarantor

.....  
.....

of physical address

and duly authorised thereto, do hereby undertake to pay the *Employer* forthwith on receipt of written demand from the *Employer* up to the maximum guaranteed sum of

(say) \_\_\_\_\_

R \_\_\_\_\_

in respect of amounts due by the *Contractor* to the *Employer* for whatever reason in terms of the contract between the *Employer* and the *Contractor* in respect of the *works*. The following further terms shall apply:

1 The Guarantor's liability shall be limited to the diminishing amounts of the guaranteed sum as set out below:

	<b>Guarantor's Liability</b>	<b>Period of Liability</b>
1.1	Maximum guaranteed sum: R _____	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds R _____
1.2	Reducing to the guaranteed sum of: R _____	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated in 1.1 above and until the date of Completion of the whole of the <i>works</i>
1.3	Reducing to the guaranteed sum of R _____	From the day after the date of Completion of the whole of the <i>works</i> and until the date of issue of the last Defects Certificate.
1.4	Reducing to the guaranteed sum of: R _____	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.

1.5 Thereafter this demand guarantee shall lapse.

2 The terms *Employer*, *Contractor*, *works*, Price for Work Done to Date, Completion, Defects Certificate and Party have the meaning given to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.

3           The *Employer* shall have the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing, any compromise, extension of the Completion Date, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this demand guarantee.

4           The Guarantor chooses domicilium citandi et executandi for all purposes in connection herewith at the address appearing above.

5           This Reducing Value Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

6           The *Employer* returns this Guarantee to the Guarantor when it has lapsed in terms of clause 1 above or on payment in full thereof whichever is the earlier.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Guarantor:

Representative

Representative

Name (printed)

Name (printed)

Capacity

Capacity

As Witness

As Witness

Guarantor's  
stamp or seal



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

**Cooperative Governance & Traditional Affairs**

Reference no.: MISA/MV/EC/005/2024/2025

**APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT:  
DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF EBDEN -VICTORIA  
SUBSTATION UNDERGROUND MV CABLES FOR ENOCH MGIJIMA LOCAL MUNICIPALITY UNDER  
CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**

**PART C2: PRICING DATA**

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## PART C2: Pricing Data

### C2.1 PRICING INSTRUCTIONS

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Project Manager is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Electrical Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Electrical Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste. The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the C.2.2 Schedule of quantities.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the project specifications. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 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.

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 tendered rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and tender one sum for such group of items, the single tendered 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.

The tendered 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.

- 7 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.

- 8 Provisional Sums in the schedule of quantities shall be utilised at the discretion of the Project Manager. In addition, provisional sums may be omitted entirely by the Project Manager if so required.

- 9 Those parts of the works to be constructed using labour-intensive methods **have been marked in the schedule of quantities with the letters LI in a separate column** filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

- 10 Where minimum labour intensity is specified by the design the contractor is expected to use his/her initiative to identify additional activities that can be done labour intensively in order to comply with the set minimum labour intensity target.

- 11 . Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

- 12 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 tenders to do the work
- Amount** : The quantity of an item multiplied by the tendered rate of the (same) item
- Sum** : An amount tendered 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

13 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
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
Sum	=	Sum
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

## C2.2 SCHEDULE OF QUANTITIES

All items in the Bill of Quantities include all the resources, materials, tools & equipment as well as labour required to execute the work to completion.

Where the Scope of Work requires detailed drawings and designs from the Contractor or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.

**The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager, and will be required to facilitate implementation of the tendered Schedule of Quantities below.**

Item	Description	Unit	Quantity	Rate	Amount
	<b>SECTION 1</b>				
1	<b>PRELIMINARY &amp; GENERAL</b>				
1.1	Fixed Charge Items				
	Site Establishment	Sum	1		
	Site De-establishment	Sum	1		
1.2	Time Related Costs				
	All Time related costs as required	Sum	1		
1.3	Other Items				
1.3.1	Provision for training of municipal staff	Prov Sum	1	5000	
1.3.2	Provision for the appointment of a Community Liaison Officer at R5000/month and also be provided airtime at R400/month	Monthly	12		
1.3.3	Provision for Convening of PSC Meetings at R200 per member per month fixed to five members	Monthly	12		
2	<b>SECTION 2</b>				
	<b>MEDIUM VOLTAGE CABLE REPLACEMENT</b>				
2.1	<b>Traffic and temporary works</b>				
	a) Flagman	Man.Day	40		
	b) Signs, cones, and traffic controllers	Day	80		
2.2	<b>Excavations</b>				
	i) In soft soil	m <sup>3</sup>	1000		
2.3	<b>Fill Material</b>				

Item	Description	Unit	Quantity	Rate	Amount
	i) Supply, lay and compact bedding and backfilling material	m <sup>3</sup>	1000		
	i) Supply, lay and compact bedding and backfilling material on tarred surfaces	m <sup>3</sup>	50		
2.4	<b>120SQMM MEDIUM VOLTAGE CABLE</b>				
	Design, supply, delivery and installation of underground cable- provisionally 120sqmm 3 Core XLPE	m	1500		
2.5	<b>TERMINATIONS AND JOINTING KITS</b>				
	Supply, install and test termination kits	No	6		
	Supply, install and test cable joints	No	8		
2.6	<b>CABLE &amp; OTHER SERVICES MARKERS</b>				
2.6.1	Supply and install plastic cable route marking tape	m	1500		
2.6.2	Supply and install concrete service route markers- cables and other services	No	300		
3	<b>TESTING AND COMMISSIONING</b>				
3.1	Allow for all tests required for the complete commissioning of the cables including pressure testing the cables	Sum	1		
3.2	Markup and update the Network Single Line Diagrams	Sum	1		
3.3	Confirm the open point and normal fault levels	Sum	1		
3.4	Provide Complete Maintenance Manuals	Sum	1		
3.5	Submit Close-out Data Pack	Sum	1		
3.6	Professional Services (Professional Electrical Engineer) including Surveys and Processing of Way-leaves	Sum	1		
Sub Total					
Add 15% VAT					
<b>TOTAL AMOUNT CARRIED TO FORM OF OFFER</b>					

Note: This project is a labour-intensive project. The Contractor must allow for minimum 20 (20) local general workers (no prescribed minimum hours) to work and be trained on the project, mainly for cable handling, trenching and backfilling. The general workers must be taken from the area where the works are situated.

Signed

Date

.....

\_\_\_\_\_

Name

Position

.....

\_\_\_\_\_

*Enterprise name*

.....



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

**Cooperative Governance & Traditional Affairs**

Reference no.: **MISA/MV/EC/005/2024/2025**

**PROJECT: APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT: DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF EBDEN - VICTORIA SUBSTATION UNDERGROUND MV CABLES FOR ENOCH MGIJIMA LOCAL MUNICIPALITY UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**

**PART C3: SCOPE OF WORK**

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**PART C3: SCOPE OF WORK .....78**

**C3.1 SECTION A: DESCRIPTION OF THE WORKS & SERVICES..... ERROR! BOOKMARK NOT DEFINED.**

**C3.2 SECTION B: GENERAL REQUIREMENTS..... ERROR! BOOKMARK NOT DEFINED.**

**C3.3 SECTION C: MANAGEMENT..... ERROR! BOOKMARK NOT DEFINED.**

## **C3.1 DESCRIPTION OF THE WORKS AND SERVICES**

### **1. EMPLOYERS' OBJECTIVES**

MISA's objective is to appoint a management contractor, for the refurbishment: design, supply, delivery, installation and commissioning of underground cables to allow the replacement of damaged cables to McDonalds' and Nonesi Mall to ensure restoration of power to those areas and encourage economic growth in Queenstown within the Enoch Mgijima Local Municipality.

### **2. BACKGROUND**

The Enoch Mgijima is a Category C municipality within the Chris Hani District Municipality, situated in the north-eastern part of the Eastern Cape, a linking node to all regions in the province. It is bordered by the Joe Gqabi District to the north and Amathole District to the south, OR Tambo District to the east, and Northern Cape to the west. Chris Hani is the second-largest district in the province, making up almost a third of its geographical area. The municipality comprises six local municipalities: Inxuba Yethemba, Enoch Mgijima, Intsika Yethu, Dr. A. B. Xuma, Sakhisizwe and Emalahleni.

The area, which is vastly agricultural, provides an ideal investment opportunity for agro-processing, and its proximity to the ports of East London and Port Elizabeth, with links to major routes like the N6 and N10, is an advantage. As already detailed above, the main towns include Hofmeyr, Komani (Queenstown), Molteno, Sada, Sterkstroom, Tarkastad, Whittlesea with the main economic activities as community services (52%), trade (15%), finance (14%), transport (6%), agriculture (4%), manufacturing (4%), electricity (2%).

The local municipalities of Lukhanji, Tsolwana and Ikwanca were amalgamated in 2016 to form Enoch Mgijima Local Municipality with its main offices in Komani/Queenstown. As the biggest municipality in Chris Hani District Municipality, the population is growing and more residential and commercial developments are planned in the area.

The municipality currently owes Eskom more than R900m and is struggling to manage its energy and electricity distribution business. The municipality is exceeding its Eskom registered Notified Maximum Demand. Most of the electricity infrastructure has reached its end of life and is dilapidated. Komani suffers from unending blackouts as a result of cable failures due to ageing of infrastructure, cable overloading and lack of maintenance.

During the floods in 2022, caused damage to electrical network infrastructure, the McDonald's minisub was flooded, coupled with the subsequent damage to underground cables which already had countless unsafe joints. The same cable was supplying Nonesi Mall Substation which disrupted supply to Nonesi, Mall, the refurbishment: design, supply was re-routed to Mlungisi substation which subsequently led to overloading of the Mlungisi Substation. Municipal Infrastructure Support Agent [MISA] is supporting the municipality in the refurbishment and replacement of the damaged underground cables.

MISA as a support agent to municipalities will meet its objectives of improving service delivery by allowing the municipality to understand its infrastructure the status, design requirements and constraints, network refurbishment and upgrade thereby ensuring an uninterrupted power supply to its customers. This is envisaged to make the municipality an attractive destination for tourism and other businesses

MISA as a support agent to municipalities will meet its objectives of improving service delivery by allowing the municipality to understand its infrastructure the status, design requirements and constraints, network refurbishment and upgrade thereby ensuring an uninterrupted power supply to its customers. This is envisaged to make the municipality an attractive destination for tourism and other businesses.

### 3. OVERVIEW OF THE WORKS

The scope of works is for the refurbishment: design, supply, delivery, installation and commissioning of underground cables to allow the replacement of damaged cables to McDonalds' and Nonesi Mall to ensure restoration of power to those areas and encourage economic growth in Queenstown within the Enoch Mgijima Local Municipality.

The cable to be refurbished is the medium voltage underground cable between **1500 m** long cable between Ebden Substation and McDonald's Substation and between and Victoria Substation which is currently 120sqmm XLPE. Should the cable need to be upgraded, the engineer should provide detailed motivation for the change in cable size.

### 4. EXTENT OF THE WORKS AND SERVICES

The extent of works include:

- a) The contractor will be responsible for the complete project implementation.
- b) The contractor will also be required to include the services of an ECSA registered Professional Engineer (Pr. Eng) or Professional Technologist (Pr. Tech. Eng) with proved, relevant project experience, to implement the proposed engineering design and contract management in their professional capacity.
- c) The extent of the works is design, supply, delivery, installation and commissioning of the medium voltage underground cables as specified including:
  - Earthworks
  - Terminations
  - Legislative requirements
  - Occupational Health and safety
  - Use of SANS approved equipment- cables, joints and termination kits
  - Updating of the network drawings including identification of the open point
  - Updating of the maintenance schedules and manuals
  - Confirmation of the fault levels within the network
  - Test results
  - Surveys and other required studies.
  - As-built drawings
  - Operation and Maintenance Manuals.
  - Training of Municipal Staff
  - Pipeline and Cable markers

### 5. PROJECT DELIVERABLES

The successful tendered will be requested to deliver the following during completion of the project,

- a) Appointment of a ECSA registered Professional Engineer (Pr. Eng) or Professional Technologist (Pr. Tech. Eng) with proved, relevant project experience, to implement the proposed engineering design and contract management in their professional capacity.
- b) Site Assessment Report and Condition Assessment Reports for the project

- c) Project Implementation Plan
- d) Detailed Design Report and Summary of General Legislative Authorisations
- e) Monthly Implementation Progress Reports
- f) Monthly Site Meetings Agenda, Minutes and Arrange Site Visits for Relevant Stakeholders
- g) Close-Out Report including pictures before and after the Works and a file of all Contractual Documentation.
- h) Test Results
- i) Surveys and other required studies.
- j) As-built drawings
- k) Operation and Maintenance Manuals.
- l) Training of Municipal Employees on operation and maintenance.
- m) Completed 120sqmm 1500 m long underground medium voltage cable between Ebden Substation, MacDonald's Substation and Victoria Substation
- n) Plastic tape cable route markers
- o) Cable and other services concrete route markers

## **6. LEGISLATIVE REQUIREMENTS**

The contractor must conduct due diligence and will be responsible to obtain all the required authorizations from the relevant authorities, including, but not limited to,

- a) Environmental Impact Assessment (if required)
- b) Any 'permits' required during the construction (Local Municipality, SANRAL, etc.), please note this is replacement of an existing
- c) Compliance with the OHS Act regulations
- d) Furthermore, the contractor shall comply will all legislation as prescribed by the Department of Labour, Occupational Health and Safety Act and Department of Environmental Affairs.

## **7. DESIGN CONSIDERATIONS**

The proposed engineering solution must be signed off by the appointed Consultant either as a registered Professional Engineer (Pr. Eng) or Professional Technologist (Pr. Tech. Eng) with ECSA, to ensure all deliverables are met as per the required scope of works. The proposed engineering design strategy should allow for the following design parameters. In addition, any design standards and standard details adopted by Enoch Mgijima Local Municipality will be incorporated into the remedial process.

Practical and situation specific design amendments will also be considered and where justified, given precedence over the above guidelines, to ensure long term sustainability of the infrastructure.

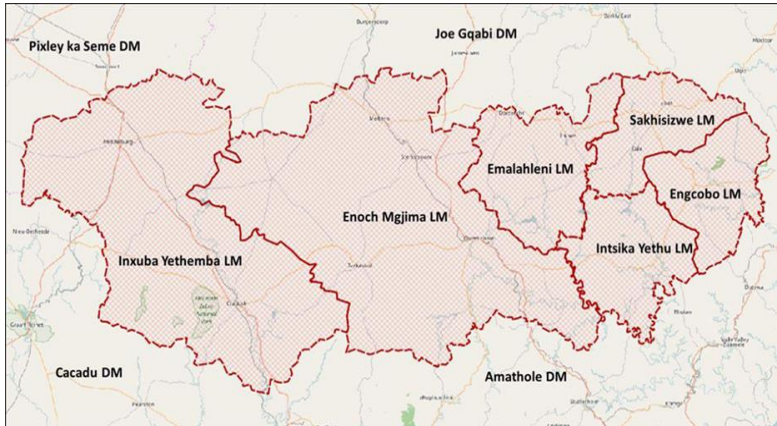
## 8. LOCATION OF THE WORKS

The target area is situated in Komani in the Eastern Cape, in the Enoch Mgijima Local Municipality which falls under the jurisdiction of the Chris Hani District Municipality. The locality of the target area is shown in Figure 2.

Queenstown / Komani Coordinates are indicated below:

- 31°53'00" S and
- 26°52'00" E

**Figure 2: Chris Hani District Municipality Locality**



## 9. PROJECT MANAGEMENT STRUCTURES

The Contractor will work strictly under the Project Management Team (PMT) led by the MISA Provincial Manager for Eastern Cape Province.

All other administrative related issues will be managed by MISA and payment certificates will be submitted to the MISA National Office in Pretoria through the MISA Provincial Manager for Eastern Cape, after approval of completed works.

Progress reporting will be required per payment certificate and should reflect progress on site.

### **The role of Enoch Mgijima Local Municipality will be as follows:**

The end-user is Enoch Mgijima Local Municipality.

The infrastructure under refurbishment belongs to Enoch Mgijima Local Municipality and on completion, the infrastructure shall be handed over to the municipality.

As part of the implementation process a steering committee will be formed comprising of the community and other stakeholders. The municipality will advise the community stakeholders to be involved in the project and enable the successful implementation of the project including liaising with the community and the businesses involved.

The municipality's project manager will be involved in verifying that the work has been completed to the municipality's satisfaction during the course of the project and at handover. The municipality will also provide the community liaison or ISD function to the project.

## 10. TIME FRAMES

The estimated timeframe for completion of all the activities as described herein the C3: Scope of works is **12 calendar months** from the date of start of work.

### **11. FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER**

The Employer shall provide no facility or equipment.

### **12. FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE SERVICE PPROVIDER**

The Service Provider shall provide all equipment and facilities required to provide the services relating to successful completion of the project.

### **13. MEASURE AND PAYMENT**

The P&Gs are to cover scheduled time-related items, scheduled fixed-charge and value related items, all compliance with the legislated OHS Act Requirements for the duration of the contract commencing from the date the Contractor establishes site in line with the contract and terminating on the date of the final inspection of the Works. Furthermore, the Contractor will maintain all relevant information of workers and visitors to facilitate effective contact tracing, when required.

The P&Gs are also to include full compensation at the Service Provider's costs to provide a monthly stipend to the Community Liaison Officer (CLO) of R4, 500 monthly and monthly airtime of R500 to complete all responsibilities required for the successful completion of the project. Additionally, this pay item will include full compensation for all PSC members to attend meetings for the duration of the contract at R200 per sitting per month.

### **14. TEMPORARY WORKS**

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, temporary connections and terminations, signs, lights, flagmen, etc. as required, for the guarding and protection of the works, for the construction, trenching and backfilling, as well as for the later removal or the cleaning and tidying up thereof,

The rate shall also cover for making the necessary network arrangements and arrangements with regard to the moving and/or re-connection of existing cables and connections, as well as all other costs to accommodate the existing customers during construction.

### **15. ENGINEERING DESIGN WORK AND ACTIVITY MATRIX**

Early completion of the works is of prime importance.

Programming of the Works is to be done in conjunction with the Engineer. No alterations to the programme will be allowed once the work has commenced without the written consent of the Engineer.

The Contractor's programme shall be submitted in MS Project format and in print version. The programme shall be of the critical path type and shall include details of the resources to be employed. The programme shall indicate all project dependencies whether under the direct control of the Contractor or not.

The Contractor shall update the approved programme at monthly intervals and shall if required, reflect alterations to the order of the Works ordered by the Engineer.

The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

### **16. DESIGN BRIEF**

All information in the possession of the Contractor that is required by the Engineer's Representative in order to complete the As-Built drawings and to prepare a completion report for the Employer must be

submitted to the Engineer's Representative before a Certificate of Practical Completion will be issued for the Works.

Similarly, the Contractor will be required to submit the design report with drawings, calculations and full specification in a suitable loose bound format, including any special operational and maintenance procedures related thereto, for incorporation in the overall operation and maintenance manual for the Scheme prior to the issue of a Certificate of Completion for the Works.

Only figured dimensions on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Engineer will upon written request provide any dimensions that may have been omitted from the drawings.

## **17. WORK SPECIFICATIONS**

The Management Contractor is responsible for the detailed specifications and implementation of the works.

### **18. General Requirements**

#### **18.1. Management requirements**

The Contractor shall in providing the Works observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

#### **18.2. Construction requirements**

The Contractor shall only incorporate in the works materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

- a) Fit for their intended purpose, and
- b) Capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

## **19. MANAGEMENT**

### **19.1. General**

The Contractor shall:

- a) Provide a fortnightly progress report covering the Scope or Works.
- b) Be required to participate in regular progress meetings with the client and other stakeholders.

### **19.2. Health and safety**

The Contractor shall manage health and safety in accordance with the latest edition of the MISA Occupational Health and Safety Specification for Construction Works Contracts.

### **19.3. Completion strategy**

- a) The Contractor shall develop a completion strategy to minimise the correction of defects after Completion and to achieve Completion on or before the Completion Date. Such a strategy shall include a systematic approach to ensuring that employees and subcontractors search for defects as the work progresses, programme their work in such a manner that defects are corrected ahead of Completion and sufficient time is allowed for commissioning.
- b) The completion strategy should be framed around the systematic acceptance and / or testing of materials, plant, workmanship and subsystems as the works proceed in order to address issues ahead of completion and the allocation of tasks to ensure satisfactory completion.

#### **19.4. Programme**

The additional information to be shown on the programme are the dates for submission of end of stage deliverables associated with the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management.

#### **19.5. Communications**

All communications with the Employer which are made in terms of the contract should be made using the standard templates where provided by MISA, in the absence of a required reporting template, the contractor shall generate the template for approval and report using such.

#### **19.6. Invoices**

Invoices submitted shall be a Tax invoices. The invoice shall comply with requirements, if any, established by the Employer.

Detailed payment certificates, clearly indicating progress on payment items shall be submitted for approval before any invoice shall be issued. Separate payment certificates shall be submitted for the engineering and construction deliverables. Payment will be according to actual verified progress.



## **MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

### **Cooperative Governance & Traditional Affairs**

Tender no.: **MISA/MV/EC/005/2024/2025**

**PROJECT: PROJECT: APPOINTMENT OF AN ELECTRICAL MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT: DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF EBDEN -VICTORIA SUBSTATION UNDERGROUND MV CABLES FOR ENOCH MGIJIMA LOCAL MUNICIPALITY UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE**

## **PART C4 : SITE INFORMATION**

**C4.1 LOCALITY PLAN**

# C4.1 LOCALITY PLAN

## Annexure A: Ebdon – Victoria Substation Locality

