



NGWATHE LOCAL MUNICIPALITY

NLM: TEC 02 [03/2026]

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, INSTALLATION AND
COMMISSIONING OF 11KV INDOOR SWITCHGEAR FOR BULK SUPPLY STRENGTHENING AT
VREDEFORT SWITCHING STATION**

CLOSING DATE:	23 March 2026	TIME	12h00
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NAME OF TENDERER	
TOTAL BID PRICE	R
CENTRAL SUPPLIER DATABASE NUMBER	MAAA
TOTAL SPECIFIC GOAL POINTS	20
CONTACT PERSON	
TELEPHONE NUMBER	
FAX NUMBER	

ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES	
DIRECTORATE: BUDGET AND TREASURY		DIRECTORATE: TECHNICAL SERVICES	
RICHARD		M MOROKOLO	
MANAGER: SCM		MANAGER: TECHNICAL SERVICES	
TEL. NUMBER	056 816 2700	TEL. NUMBER	056 816 2700
TENDER ISSUED BY			
SUPPLY CHAIN MANAGEMENT UNIT			
LIEBENBERGSTREK		TEL. NUMBER	056 816 2700
NGWATHE LOCAL MUNICIPALITY		LIEBENBERGSTREK, PARYS, 9585	

**NB: ANY OBJECTIONS OR COMPLAINTS IN RESPECT WITH THIS TENDER SHOULD BE
LODGED WITHIN 14 DAYS OF THE ADVERTISEMENT.**

NGWATHE LOCAL MUNICIPALITY

TENDER DETAILS				
TENDER NUMBER	NLM: TEC 02 [03/2026]			
TENDER TITLE	APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF 11KV INDOOR SWITCHGEAR FOR BULK SUPPLY STRENGTHENING AT VREDEFORT SWITCHING STATION.			
CLOSING DATE	23 March 2026	CLOSING TIME	12h00	
SITE MEETING	DATE	16 March 2026	TIME	12h00
SITE MEETING ADDRESS	NGWATHE LOCAL MUNICIPALITY MAIN BUILDING: SIDE HALL PARYS			
CIDB GRADING REQUIRED	EP		LEVEL AND CATEGORY	4
TENDER DOCUMENT FEE	R 1 500.00 (collecting at Ngwathe Local Municipality)		PREFERENCE POINT SYSTEM	80/20
BID BOX SITUATED AT	LIEBENBERGSTREK, PARYS, Ngwathe Local Municipality.			
OPERATING HOURS	The bid box is open during office hours, Monday to Friday from 07h30 to 16h30.			
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.		
<p>PLEASE NOTE:</p> <ol style="list-style-type: none"> 1. Prospective suppliers must be registered on CSD prior to submitting bid (open tender) 2. Tenders that are deposited in the incorrect box will not be considered. 3. Mailed, telegraphic, telex, or faxed tenders will not be accepted. 				

TENDER DETAILS

- | |
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| <p>4. No late bids after closing date and time will be accepted.</p> <p>5. Bids not clearly marked and unamend will not be accepted.</p> <p>6. Bids may only be submitted on the bid documentation provided by the municipality.</p> <p>7. No awards will be made to a person:</p> <ul style="list-style-type: none"> i. Who is in the service of the state, ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state iii. Who is an advisor or consultant contracted with the municipality or municipal entity |
|--|

BIDDER'S TENDER DOCUMENTATION DECLARATION CERTIFICATION

<p>I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.</p>
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NAME OF REPRESENTATIVE	
POSITION / DESIGNATION	
SIGNATURE	
DATE	

T1.1 TENDER NOTICE AND INVITATION TO TENDER

NGWATHE LOCAL MUNICIPALITY

TENDER NOTICE AND INVITATION TO TENDER



In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for **APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF 11KV INDOOR SWITCHGEAR FOR BULK SUPPLY STRENGTHENING AT VREDEFORT SWITCHING STATION.**

Tender documents and specifications are available and can be obtained from CASHIERS OFFICE IN THE MAIN OFFICES, Liebenbergstrek, PARYS, 9585, Tel: [056] 816 2700, at a non-refundable deposit of R 1 500.00 when the bidder request/need a document from the municipality. Payments can be made through cash, payable to the Ngwathe Local Municipality cashiers.

The closing time for receipt of tenders is **23 March 2026 at 12h00.** Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Hereafter all bids will be open in public.

Any technical enquiries relating to the tender document may be directed to the **Office of The Technical Services (Ms. M. Morokolo)** on 056 816 2700 or at morokolom@ngwathe.co.za for any technical assistance.

Fully completed tender documents, clearly marked **APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF 11KV INDOOR SWITCHGEAR FOR BULK SUPPLY STRENGTHENING AT VREDEFORT SWITCHING STATION** with "**NAME of TENDERER**" must be placed in a sealed envelope and placed in the **tender box 1 LIEBENBERGSTREK, PARYS, 9585, Ngwathe Local Municipality, Main Offices, Liebenbergstrek, Parys, 9585, by no later than 23 March 2026 at 12h00.** The envelope must be endorsed with number, title and closing date as indicated above.

Bidders will be evaluated on functionality whereby **70 points** has to be attained before financial proposals can be looked at. A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 (as amended) and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Ngwathe Local Municipality where 80 points will be allocated in respect of price and 10 points in respect of HDI and 10 points in respect of Locality.

All bidders must ensure that they are registered on the National Treasury Central Supplier Database via the following link: business.support@csd.gov.za.

Since no business will be conducted with any bidder who is not registered on the CSD database

Bidders must take note of the following:

- Valid company tax clearance certificate be attached
- Certified copy of the company registration certificate / founding certificate must be attached.
- Copy of company profile with clear references.
- Shareholding certificate must be attached to claim points.
- Proof of disability must be attached to claim points.
- CSD registration report/support number.
- Relevant CIDB grading is applicable
- Valid letter of good standing (COIDA) must be attached
- Municipal rates & taxes information in the bid document must be duly completed by your Local Municipality or your Landlord.
- All compulsory/ supplementary forms must be fully completed.
- Compulsory briefing session will be conducted; any queries must be directed to Electrical Manager.
- Failure to comply with the above-mentioned conditions may invalidate your bid.

Ngwathe Local Municipality fully reserve the right not to accept the lower tender or accept the whole or part of the any tender or not to consider any tender submitted.

Dr F.P Mothamaha

Municipal Manager



TERMS OF REFERENCE FOR

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF 11KV INDOOR SWITCHGEAR FOR BULK SUPPLY STRENGTHENING AT VREDEFORT SWITCHING STATION.

1. INTRODUCTION

- This tender provides for the supply, installation and commissioning of 11kV indoor switchgear and associated works for bulk supply strengthening at the Vredefort Switching Station within the Ngwathe Local Municipality.

The scope of works includes the full replacement of the existing medium voltage (MV) switchgear with factory-assembled indoor metal-enclosed switchgear rated at 11kV, 1250A, 25kA, complete with vacuum circuit breakers, numerical protection relays, metering equipment, 37V DC control system, and all associated accessories.

The further works include removal and disposal of the existing switchgear, installation of new incoming and outgoing feeder cables (where applicable), termination of all MV cables, earthing integration, testing, commissioning, and handover of a fully operational switching station.

2. KEY DELIVERABLES

The appointed contractor shall be responsible for the following:

- Supply, delivery, installation and commissioning of 11kV indoor metal-enclosed switchgear comprising:
 - One (1) Incomer panels
 - Four (4) Outgoing feeder panels
- Supply and installation of revenue/bulk metering unit and feeder multifunction power meters as specified.
- Supply and installation of a 38V DC battery system and battery charger for protection and control operation.
- Removal, safe disposal and decommissioning of the existing MV switchgear.
- Supply, installation and termination of new 11kV feeder cables (where applicable), including all glands, lugs, joints, and termination kits.

- Integration of the new switchgear with the existing earthing system, including any required extension or upgrading of the earth grid.
- Configuration, setting and testing of numerical protection relays, including protection coordination verification.
- Factory Acceptance Testing (FAT), Site Acceptance Testing (SAT), and commissioning of the complete installation.
- Provision of all necessary documentation including:
 - Protection settings reports
 - Test certificates
 - As-built drawings
 - Operation and Maintenance manuals
- Training of municipal personnel in the operation and maintenance of the new switchgear and protection systems.

All equipment supplied shall comply with applicable IEC standards for medium voltage switchgear and associated equipment, including short-circuit and internal arc classification requirements. A technical compliance schedule shall be submitted as part of the tender to confirm adherence to the specified requirements.

T1.2 TENDER DATA

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

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

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 136 of 2015 in the Government Gazette No. 38960 of 2015 dated 10 July 2015.

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

Tender Data Applicable to this Tender

Clause Number	Data / Wording
F.1.2	<p>The Tender Documents consist of the following:</p> <p>3. This Project Document, which contains the following:</p> <p>PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Performance Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Retention Money Guarantee C1.6 Transfer of Rights</p> <p>PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Schedule of Quantities</p> <p>PART C3: SCOPE OF WORKS C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications</p> <p>PART C4: SITE INFORMATION C4.1 Locality Plan C4.2 Example of Contract Signboard Details C4.3 Existing Services Report (delete if not required)</p> <p>4. Drawings (issued separately by the Employer).</p>

Clause Number	Data / Wording
	<ul style="list-style-type: none"> ● ‘General Conditions of Contract for Construction Works, Third Edition, 2015’ issued by the South African Institution of Electrical Engineering (abbreviated title ‘General Conditions of Contract 2015’ – ‘GCC 2015’). This document is obtainable separately and Tenderers shall obtain their own copy. ● ‘The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)’. These documents are obtainable separately and Tenderers shall obtain their own copies. ● The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 692 of 9 June 2004 as amended. <p>In addition Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.</p>
F.1.4	<p>(a) The Employer’s Agent is:</p> <p>Name of the firm: Ngwathe Local Municipality</p> <p>Contact person: Ms P. Morokolo</p> <p>Telephone: (056) 816 2700</p> <p>Fax: N/A</p> <p>E-mail: morokolom@ngwathe.co.za</p>
F.2.1	<p>A Tenderer will not be eligible to submit a tender if:</p> <ol style="list-style-type: none"> 1. the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices; 2. the Tenderer does not have the legal capacity to enter into the contract; 3. the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; 4. The Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy; 5. The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; 6. The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. 7. Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of

Clause Number	Data / Wording
	<p>work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.</p> <p>The Established Contractor shall be registered in CIDB contractor grading designation 4EP or Higher.</p> <p><i>In terms of the Free State Supply Chain Management Policy Framework, all suppliers of goods and services to the Province of Free State are required to register on the Central Supplier Database.</i></p> <p><i>Prospective suppliers should self-register on the CSD website www.csd.gov.za.</i></p> <p>IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF TENDER, THE SUPPLIER WILL BE DISQUALIFIED AT THE TENDER EVALUATION PROCESS.</p>
F.2.1.5	<p>Labour-intensive competencies for supervisory and management staff</p> <p>Only those tenderers who have in their employ suitably qualified and experienced management and supervisory staff satisfying the requirements of the Scope of Work shall be eligible to submit tenders.</p> <p>The Employer reserves the right to reject any tender where it appears that the tenderer does not comply with the minimum competency requirements set out below.</p> <p>The requirements for site staff are:</p> <ol style="list-style-type: none"> 1. Site Agent / Contracts Manager <ul style="list-style-type: none"> • National Diploma or Degree in Electrical Engineering (NQF 6 or higher) • Minimum 5 years' experience in medium voltage (11kV or higher) installations • Experience in installation and commissioning of indoor MV switchgear • Registered with ECSA as Professional Engineer / Technologist / Candidate (advantageous) 2. Construction Supervisor <ul style="list-style-type: none"> • Trade Tested Electrician (Red Seal) • Valid Wireman's License (Installation Electrician or Master Installation Electrician) • Minimum 3 years' experience in MV installations • Valid MV Switching Authorization Certificate (11kV–33kV) • High Voltage Regulations / Electrical Machinery Regulations (EMR) Certificate • ORHVS (Operating Regulations for High Voltage Systems) Certificate • Switchgear Operation & Maintenance Certificate (Oil/Vacuum/SF6 as applicable)

<p>F.2.7</p>	<p>The arrangements and venue for the compulsory Clarification Meeting are:</p> <p>Venue: Parys Municipal offices inside Side Hall Building (refer to Section T1.1) Date: Wednesday, 16 March 2026 at 12h00 Contact person Ms P. Morokolo</p> <p>Telephone: 056 816 2700 Fax: N/A Email: morokolom@ngwathe.co.za</p>
<p>F.2.8</p>	<p>Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.</p>
<p>F.2.10</p>	<p>All Tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).</p>
<p>F.2.11</p>	<p>The tenderer shall not take the tender document apart. <u>Any tender submitted using a document that has been taken apart and reassembled shall be considered non-responsive in terms of sub-clause F.3.8 of the Conditions of Tender and such a tender shall be rejected.</u></p>
<p>F.2.12</p>	<p>The works shall comply with all applicable SANS, IEC, and municipal standards governing medium voltage electrical installations and associated electrical works.</p>

Clause Number	Data / Wording
F.2.13	<p>F.2.13.3 Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.</p> <p>1. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of Tender Box : Ngwathe Local Municipality Physical Address : Liebenbergstrek, Parys Identification Details : Contract No. NLM: TEC 02 [03/2026]</p> <p>2. A two-envelope system will <u>not be followed</u>.</p>
F.2.15	<p>The closing time for submission of Tender Offers is: 12h00 on, 23 March 2026 (Monday)</p> <p>Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.</p>
F.2.16	<p>The tender offer validity period is 90 days from the closing time for submission of tenders.</p>
F.2.18	<p>The tender must submit to the employer, names of all management and supervisory staff that will be employed to supervise the labour- intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
F.2.19	<p>Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.</p>
F.2.22	<p>This is not applicable.</p>
F.2.23	<p>The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.</p>
F.3.1	<p>Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.</p>
F.3.2	<p>Change 'three days' to 'three working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.</p>
F.3.4	<p>The time and location for opening of the tender offers are: Time:12h00 Date: Monday, 23 March 2026 Location / Venue: Parys Municipal Offices in Forum Building</p>
F.3.5	<p>A two-envelope system will <u>not be followed</u>.</p>

Clause Number	Data / Wording				
F.3.11	Evaluation of tender offers				
F.3.11.1	The quality criteria and maximum score in respect of each of the criteria are as follows:				
	The procedure for the evaluation of responsive Tender Offers will be Method 4: Price, Quality and Preference.				
F.3.11.3	Stage 1: Scoring quality: Only tenderers who will achieve a minimum score of 70% of the total available points will qualify to be evaluated for stage 2.				
	Functionality				
	FUNCTIONALITY CRITERIA	BASIS FOR POINTS ALLOCATION	SCORE	MAX. POINTS	VERIFICATION METHOD
	Company Experience (Name of traceable reference with contact details to be included for verification)	4 or more completed projects on similar work within the past 10 years.	40	40	Bidders are to provide an Appointment Letters and completion certificates for each completed project of similar works for the refurbishment/strengthening of the switching stations for the last 10 years from 2015 to date. The reference letter must be signed by the Project Manager, Municipal Manager or a person at a Directorship level in the respective institutions. NB: POINTS WILL ONLY BE GIVEN FOR EACH PROJECT WHERE THE TENDERER HAS SUBMITTED ALL THE REQUIRED DOCUMENTS
		3 completed projects on similar work within the past 10 years.	30		
		2 completed projects on similar work within the past 10 years.	20		
		1 completed project on similar work within the past 10 years. No project completed with proof submitted shall score zero points	10		
	Key Personnel	Project Manager / Site Agent- Minimum National Diploma (NQF level 6): Electrical Engineering / Construction Management and at least 5 years post graduate experience and having been involved in 5 or more projects in MV installations.	25	25	CV and certified qualification certificates and ID copies must be attached and are required to claim any points. Certification On Documents Must Not Be Older Than 6 Months.
		at least 5 years post graduate experience and having been involved in 4 or more projects in MV installations	20		

		at least 5 years post graduate experience and having been involved in 3 or more projects in MV installations	15		A Copy of a Previously Certified Document Will Not Be Accepted. Failure To Certify Will Result in Zero Points.
		at least 5 years post graduate experience and having been involved in 2 or more projects in MV installations	10		
		at least 5 years post graduate experience and having been involved in 1 or more projects in MV installations	5		
Certification & Authorization Compliance		<ul style="list-style-type: none"> • Bidder provides all required certifications for key personnel (Fully compliant). 	25	25	Bidders must submit certified copies (not older than 3 months) of the following: <ul style="list-style-type: none"> • Valid MV Switching Authorization Certificate (11kV–33kV) • High Voltage Regulations / Electrical Machinery Regulations (EMR) Certificate • ORHVS (Operating Regulations for High Voltage Systems) Certificate • Switchgear Operation & Maintenance Certificate (Oil/Vacuum/SF6 as applicable)
		<ul style="list-style-type: none"> • Bidder provides majority of required certifications but missing one critical certification. 	20		
		<ul style="list-style-type: none"> • Bidder provides limited certifications and missing more than one critical certification. 	15		
Financial Capacity		<ul style="list-style-type: none"> • Code A – Indisputable for inquiries 	10	10	(Attach a bank account rating letter) for the tender amount issued & certified by the banking institution NOT OLDER THAN 6 MONTHS & FOR MINIMUM of R2 MILLION)
		<ul style="list-style-type: none"> • Code B – Good for the amount 	8		
		<ul style="list-style-type: none"> • Code C – Good for the amount, strictly for business 	6		
		<ul style="list-style-type: none"> • Code D – Good for the amount, strictly for business 	4		
		<ul style="list-style-type: none"> • Code E – Good for the amount, strictly for business 	2		
		<ul style="list-style-type: none"> • Code F – Good for the amount, strictly for business 	0		

Clause Number	Data / Wording
	<p>Tenderers are required to submit supporting documents to score full point and must score at least 70% (70 out of 100) for quality, to qualify for further evaluation.</p> <p>Stage 2: Scoring Financial and Preference Points</p> <p>The weighting of tender Price and Preference for the tender will be done by way of a point system:</p> <p>In the case of acquisition of services, works or goods up to a Rand value equal to or above R30 000 and up to R50 million:</p> <ol style="list-style-type: none"> 1. 80 points are assigned to Price; and 2. 20 points are assigned to Preference. <p>The total points for Price and Preference in each case above must add up to 100 points.</p> <p>In scoring Price using the formula given in subclause F.3.11.7, the values of W_1 and A shall be as follows:</p> <p>$W_1 = 80$ points (for acquisition of services, works or goods up to a Rand equal to or above R30 000 and up to R50 million:); or</p> <p>The value of A shall be calculated using Table F.1, Formula 2 Option 1.</p>

Clause Number	Data / Wording																					
F.3.11.8	<p data-bbox="288 286 552 315">Scoring preferences</p> <p data-bbox="288 360 1417 423">PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</p> <p data-bbox="288 461 1469 521">Points awarded for Preference will be in accordance with a tenderer's compliance to SPECIFIC GOALS as summarized in the table below:</p> <p data-bbox="288 555 1254 584">Table F.2: Points for Preference based on SPECIFIC GOALS (HDI & LOCALITY)</p> <p data-bbox="288 584 1437 645">For quotes with a Rand value below R50 000 000, the preference point system of 80/20 will apply, where 80 points will be for (Price) and 20 points will be for PPPFA status level.</p> <table data-bbox="288 689 1449 808"> <tr> <td>Price</td> <td>=</td> <td>80 Points</td> </tr> <tr> <td>PPPFA</td> <td>=</td> <td>20 Points</td> </tr> <tr> <td>Total</td> <td>=</td> <td>100 Points</td> </tr> </table> <table border="1" data-bbox="288 831 1453 1272"> <thead> <tr> <th data-bbox="288 831 783 1088">HDI & Locality</th> <th data-bbox="783 831 1107 1088">Number of points allocated (80/20 system) (To be completed by the organ of state)</th> <th data-bbox="1107 831 1453 1088">Number of points claimed (80/20 system) (To be completed by the tenderer)</th> </tr> </thead> <tbody> <tr> <td data-bbox="288 1088 783 1167">▪ Historical Disadvantage Individual</td> <td data-bbox="783 1088 1107 1167">10</td> <td data-bbox="1107 1088 1453 1167"></td> </tr> <tr> <td data-bbox="288 1167 783 1223">▪ Locality</td> <td data-bbox="783 1167 1107 1223">10</td> <td data-bbox="1107 1167 1453 1223"></td> </tr> <tr> <td data-bbox="288 1223 783 1272">TOTAL POINTS</td> <td data-bbox="783 1223 1107 1272">20</td> <td data-bbox="1107 1223 1453 1272"></td> </tr> </tbody> </table> <p data-bbox="288 1312 1107 1341">Eligibility for Preference points is subject to the following conditions:</p> <ul data-bbox="288 1368 1469 1554" style="list-style-type: none"> • A tenderer's scorecard shall be based on the Codes of Good Practice promulgated in Gazette 36928 of 11 October 2013, as amended; and • The scorecard shall be submitted as a certificate attached to Returnable Schedule L; and • The date of issue of any certificate or sworn affidavit must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and • Compliance with any other information requested to be attached to Returnable Schedule L. <p data-bbox="288 1585 759 1615"><u>Total Score for Price and Preference</u></p> <p data-bbox="288 1648 1469 1738">The points scored for a Tenderer in respect of Price must be added to the points scored in respect of Preference. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies.</p>	Price	=	80 Points	PPPFA	=	20 Points	Total	=	100 Points	HDI & Locality	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 tenderer)	▪ Historical Disadvantage Individual	10		▪ Locality	10		TOTAL POINTS	20	
Price	=	80 Points																				
PPPFA	=	20 Points																				
Total	=	100 Points																				
HDI & Locality	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 tenderer)																				
▪ Historical Disadvantage Individual	10																					
▪ Locality	10																					
TOTAL POINTS	20																					

F.3.13

1.16.3.1 The legal requirements for acceptance of the tender offer are:

1.16.3.1.1 **Tender Defaulters Register** - the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

1.16.3.1.2 **Abuse of the SCM System** - the Tenderer has not abused the Employer's Supply Chain Management System and has not been given a written notice to the effect that he has failed to perform on any previous contract.

1.16.3.1.3 **Declaration** - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State.

1.16.3.1.4 **Fraud and Corruption** - the Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:

1.16.3.1.4.1 having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract;

1.16.3.1.4.2 having acted in a fraudulent or corrupt manner in obtaining this Contract;

1.16.3.1.4.3 having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour;

1.16.3.1.4.4 having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;

1.16.3.1.4.5 having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.

The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

In addition to clauses F.2.1 and F.3.13, Tender Offers will only be accepted on condition that:

a) the tenderer has in his or her possession an original Tax Clearance Certificate issued by the South African Revenue Services;

b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;

c) the tenderer is not in arrears for more than THREE 3 months with municipal rates and taxes and municipal service charges;

d) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and

e) the tenderer has not:

a.abused the Employer's Supply Chain Management System; or

Clause Number	Data / Wording
	<p>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</p> <p>f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process</p> <p>In addition to the evaluation of Responsiveness and Functionality a financial risk analysis will be performed on the Tenderers having the highest ranking/number of points to verify that the rates entered in the Bill of Quantities are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted. Such evaluation will include "Rate Only" items.</p>
F.3.17	<ul style="list-style-type: none"> <li data-bbox="293 757 1414 815">● The number of paper copies of the signed contract to be provided by the Employer is one (1).

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

- This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are contained in this document and are to be properly completed as required:
 - Returnable Schedules in T2.1.
 - C1.1 Form of Offer and Acceptance, A. Offer, on page C3.
 - Contract Specific Data Provided by the Contractor in C1.2.2 Part B.
 - Pricing Data in C2.2: Schedule of Quantities.

T2.1 RETURNABLE SCHEDULES

3	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING.....	T18
4	RECORD OF ADDENDA TO TENDER DOCUMENTS	T19
5	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	T20
6	STANDARD BIDDING DOCUMENTS.....	T21
	SBD 1: INVITATION TO BID.....	T21
7	MBD 2: DECLARATION OF INTEREST	T23
8	MBD 3: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME	T27
9	MBD 4.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	T29
	SBD 4.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS.....	T33
	SBD 5: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	T39
	SBD 6: CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	T41
E	B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE.....	T43
F	CERTIFICATE OF AUTHORITY	T44
G	PLANT AND EQUIPMENT.....	T50
H	EXPERIENCE OF TENDERER	T51
I	PROPOSED SUBCONTRACTORS.....	T52
J	KEY PERSONNEL.....	T53
K	DEVIATIONS AND QUALIFICATIONS	T55
L	CONTRACTOR'S HEALTH AND SAFETY DECLARATION	T56
M	TAX COMPLIANCE STATUS.....	T58
N	TENDERER'S BEE VERIFICATION CERTIFICATE.....	T59
O	SCHEDULE OF ALTERNATIVE TENDERS	T60
P	TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR.....	T61
Q	TENDERER'S CONFIRMATION OF BANKING DETAILS AND ACCOUNT STATUS REPORT.....	T63

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

4. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*)

.....

was represented by the person(s) named below at the compulsory clarification meeting held for all Tenderers **at the Parys Municipality Offices (refer to the Clarification Meeting Venue Plan in Section T1.1) on Monday, 16 March 2026, starting at 12h00.**

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person attending the meeting:

Name: Signature:

Capacity:

Attendance of the above person at the meeting is confirmed by the Employer's Agent, namely:

Name: Signature:

Capacity: Date and Time:

Municipal Stamp

Any tender submitted that does not bear the signature of the Employer's Agent on this page shall be considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and shall be rejected.

6. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*		Identity number*	Personal income tax number*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:			
1. authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;			
2. confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;			
3. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;			
4. confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and			
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
Enterprise name			

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

PHASE 2: PRICE AND PREFERENTIAL POINTS ALLOCATIONS

For quotes with a Rand value below R50 000 000, the preference point system of 80/20 will apply, where 80 points will be for **(Price)**, 10 points will be for HDI and 10 points will be for Locality.

Price	=	80 Points
HDI	=	10 Points
Locality	=	10 Points
Total	=	100 Points

HDI & Locality	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 tenderer)
▪ HDI	10	
▪ Locality	10	
TOTAL POINTS	20	

CONCLUSION

Any false information given by the Prospective Service Provider and not meeting the minimum qualifying requirement, will lead to automatic disqualification of the PSP.

The council reserves the right to accept either the whole or part of any Bid, or not to appoint at all. Faxes or e-mail is not acceptable. Bidders will be required to show compliance with the New Preferential Procurement Regulation of 2022

COMPULSORY MUNICIPAL BID DOCUMENTATION

MBD 1	: Invitation to tender
MBD 4	: Declaration of interest
MBD 5	: Declaration for procurement above R10 million Declaration for audited/reviewed annual financial statements
MBD 6.1	: Preference points in terms of Preferential Policy Regulations 2022
MBD 8	: Declaration of bidder's past supply chain management practices
MBD 9	: Certificate of Independent Bid Determine

APPROVED / NOT APPROVE

DR. F.P MOTHAMAHA
MUNICIPAL MANAGER

Date

NGWATHE LOCAL MUNICIPALITY
LIEBENBERGSTREK
PARYS
9585

MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NGWATHE LOCAL MUNICIPALITY)

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
-------------	--	---------------	--	---------------	--

DESCRIPTION	
-------------	--

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT
(STREET ADDRESS

LIEBENBERGSTREK

PARYS

9585

SUPPLIER INFORMATION

NAME OF BIDDER					
----------------	--	--	--	--	--

POSTAL ADDRESS					
----------------	--	--	--	--	--

STREET ADDRESS					
----------------	--	--	--	--	--

TELEPHONE NUMBER	CODE		NUMBE R	
------------------	------	--	---------	--

CELLPHONE NUMBER				
------------------	--	--	--	--

FACSIMILE NUMBER	CODE		NUMBE R	
------------------	------	--	---------	--

E-MAIL ADDRESS					
----------------	--	--	--	--	--

VAT REGISTRATION NUMBER					
-------------------------	--	--	--	--	--

TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
-----------------------	----------	--	-----------	---------	--

<p><i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3]</p>
<p><i>TOTAL NUMBER OF ITEMS OFFERED</i></p>		<p><i>TOTAL BID PRICE</i></p>	<p>R</p>
<p><i>SIGNATURE OF BIDDER</i></p>	<p>.....</p>	<p><i>DATE</i></p>	
<p><i>CAPACITY UNDER WHICH THIS BID IS SIGNED</i></p>			
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>CONTACT PERSON</p>		<p>CONTACT PERSON</p>	
<p>TELEPHONE NUMBER</p>		<p>TELEPHONE NUMBER</p>	
<p>E-MAIL ADDRESS</p>		<p>E-MAIL ADDRESS</p>	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

3. Service Providers Declaration and Privacy Notice

- 3.1 I declare that I undertake to inform Ngwathe Local Municipality of any changes in my personal information.
- 9.2I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,
- 9.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality;
 - 9.2.2 conducting service provider vetting; and
 - 9.2.3 rendering services or providing goods to Ngwathe Local Municipality.
- 9.3I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.
- 9.4I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.
- 9.5I will not hold the Municipality responsible for any improper or unauthorized use of personal information that is beyond its reasonable control.
- 9.6I confirm that I have read the notice and understand the contents.

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

7. I, the undersigned certify that the information furnished on this declaration form is correct.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4

DECLARATION OF INTEREST

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

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, hareholder ²		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state? If yes, please furnish particulars :	Yes	No
3.7.1	Name of director		
3.7.2	Service of state organization		

3.8	Have you been in the service of the state for the past twelve months? If yes, please furnish particulars :	Yes	No
3.8.1	Name of director		
3.8.2	Service of state organization		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	<i>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</i> If yes, please furnish particulars :	Yes	No
3.11.1	Name of director		
3.11.2	Service of state organization		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No

	If yes, please furnish particulars:		
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	Yes	No
	If yes, please furnish particulars:		
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>“1In the service of the state” means to be –</p> <ul style="list-style-type: none"> (a) a member of – <ul style="list-style-type: none"> (i) any municipal council; (ii) any provincial legislature; or (iii) the national Assembly or the national Council of provinces; (b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity; (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature. <p>“2 Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>		

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

Full Name	Identity Number	State Employee Number

5. Service Providers Declaration and Privacy Notice

5.1 I declare that all the personal information furnished by me on this form is true and correct, and I undertake to inform Ngwathe Local Municipality of any changes in my personal information.

5.2 I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,

5.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality.

5.2.2 conducting service provider vetting; and

5.2.3 rendering services or providing goods to Ngwathe Local Municipality.

5.3 I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.

5.4 I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.

5.5 I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

5.6 I confirm that I have read the notice and understand the contents.

6. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REP: _____	SIGNATURE: _____
DATE: _____	CAPACITY: _____

MBD 5

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

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

		Tick applicable box	
1.	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	Yes	No
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	Yes	No
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

**AUDITED/INDEPENDENTLY REVIEWED ANNUAL FINANCIAL STATEMENT
DECLARATION**

SECTION A - COMPANY TYPE			
	Yes	No	Comment
Is the bidder a public company? Tick applicable box			If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. If no, complete section B
SECTION B - PUBLIC INTEREST (PI) SCORE COMPUTATION			
		Allocate points	
Workforce (Number of employees in prior financial year) - 1 point per employee	Number:		
Third party liabilities – 1 point per R1 million (or portion of)	R		
Turnover – 1 point per R1 million (or portion of)	R		
Number of shareholders – 1 point per shareholder (irrespective of how many shares they hold individually).	Number:		
		<hr style="width: 100px; margin: 0 auto;"/> Total	
If the PI score is more than 350, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.			
If the PI score is less than 350, proceed to section C			
SECTION C			
Submit independently reviewed annual financial statements for the past three years or since the date of establishment if established during the past three years.			

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct
I accept that the state may act against me should this declaration prove to be false.

Name of representative:	
Capacity:	
Authorized signature (undersigned)	
Date:	

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

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

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

1. GENERAL CONDITIONS

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

1.2 To be completed by the organ of state

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

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

- (a) Price;
- (b) HDI and
- (c) Locality

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
HDI	10
Locality	10
Total points for Price, HDI & Locality	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for HDI & Locality, will be interpreted to mean that HDI & Locality points are not claimed.

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

DEFINITIONS

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

2. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\mathbf{80/20} \quad \mathbf{or} \quad \mathbf{90/10}$$

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 + \frac{P_t - P}{P} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P}{P_{max}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The HDI & LOCALITY allocated points in terms of this tender	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 tenderer)
Historical Disadvantage Individual	10	
Locality	10	
TOTAL POINTS	20	

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

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

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary

SIGNATURE(S) OF TENDERER(S)**SURNAME AND NAME** :**DATE** :**ADDRESS** :

:

:

:

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page</p>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website www.treasury.gov.za by clicking on its link at the bottom of the home page.</p>	Yes	No

Item	Question	Yes	No
4.2. 1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3. 1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4. 1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5. 1	If so, furnish particulars:		
5.	<p>Service Providers Declaration and Privacy Notice</p> <p>5.1 I declare that I undertake to inform Ngwathe Local Municipality of any changes in my personal information.</p> <p>5.2 I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,</p> <p>5.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality;</p> <p>5.2.2 conducting service provider vetting; and</p> <p>5.2.3 rendering services or providing goods to Ngwathe Local Municipality.</p> <p>5.3 I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.</p> <p>5.4 I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to</p>		

Item	Question	Yes	No
	investigations, litigation, compliance with legislative requirements or when personal information is publicly available.		
5.5	I will not hold the Municipality responsible for any improper or unauthorized use of personal information that is beyond its reasonable control.		
5.6	I confirm that I have read the notice and understand the contents.		
5.7	I, the undersigned certify that the information furnished on this declaration form is correct.		

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME OF REP: _____	SIGNATURE: _____
DATE: _____	CAPACITY: _____

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids¹ invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Tender Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

Service Providers Declaration and Privacy Notice

10. I declare that I undertake to inform Ngwathe Local Municipality of any changes in my personal information.
11. I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,
 - 11.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality;
 - 11.2 conducting service provider vetting; and
 - 11.3 rendering services or providing goods to Ngwathe Local Municipality.
12. I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.

13. I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.
14. I will not hold the Municipality responsible for any improper or unauthorized use of personal information that is beyond its reasonable control.
15. I confirm that I have read the notice and understand the contents.
16. I, the undersigned certify that the information furnished on this declaration form is correct.

³ 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.

17. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are not included in this document and may be downloaded from the following website – www.treasury.gov.za/legislation

6 CERTIFICATE OF AUTHORITY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE / CONSORTIUM

The Tenderer must complete the relevant certificate(s) set out hereafter or must provide a certificate in the form of a resolution of the partners or directors authorising the signatory on behalf of the enterprise(s) **and such resolution shall include a specimen signature of the signatory.**

Failure to complete, sign and date the relevant certificate(s) set out hereafter or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.

- **CERTIFICATE FOR SOLE PROPRIETOR**

I , hereby confirm that I am the sole owner of the

business trading as:.....

Specimen Signature of Sole Owner:

Date:

• **CERTIFICATE FOR CLOSE CORPORATION**

I / We, the undersigned, being the key members in the business trading as.....
 hereby authorize Mr/Ms..... ,
 acting in the capacity of..... , to sign all documents in
 connection with the tender for Contract No..... and any contract resulting
 from it on our behalf.

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

- **CERTIFICATE FOR PARTNERSHIP**

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

.....

hereby authorise Mr/Ms

acting in the capacity of, to sign all documents in connection with the

tender for Contract No. and any contract resulting from

it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

- **CERTIFICATE FOR COMPANY**

I , chairperson of the Board of Directors

of , hereby confirm that by resolution of the Board

(copy attached) taken on 20 ,

Mr/Ms , acting in the capacity of

. , was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Specimen Signature of Signatory:

Date:

• **CERTIFICATE FOR JOINT VENTURE / CONSORTIUM**

[This Returnable Schedule is to be completed by a Joint Venture / Consortium]

We, the undersigned, are submitting this tender offer in Joint Venture / Consortium and hereby authorize Mr/Ms....., authorized 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 therefrom on our behalf.

NAME OF COMPANY	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature..... Name..... Designation..... Date.....
		Signature..... Name..... Designation..... Date.....
		Signature..... Name..... Designation..... Date.....
		Signature..... Name..... Designation..... Date.....

In addition to this Certificate of Authority on behalf of the JV or Consortium, separate Certificates of Authority are also required from each parent company to the Joint Venture or Consortium. These must be in the form of a resolution of the partners or directors authorizing the signatory on behalf of the enterprise to sign the JV or Consortium Certificate of Authority.

For example, if a joint venture partner is a limited liability company, then a resolution of the board of directors for that company is required to demonstrate that the person signing on behalf of the JV has the authority to do so from the parent company. The tenderer must do this either by using the relevant pro forma certificate (I), (II), (III) or (IV), as provided in this section D of the Returnable Documents, for that particular type of parent organization, or by providing a certificate in the form of a resolution of the partners or directors authorizing the signatory on

behalf of the enterprise **and such resolution shall include a specimen signature of the signatory.**

7 PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

1. Details of major plant and equipment owned by me / us and immediately available for this contract:

DESCRIPTION (<i>type, size, capacity, etc.</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

2. Details of major plant and equipment that will be hired or acquired for this contract if my / our tender is accepted:

DESCRIPTION (<i>type, size, capacity, etc.</i>)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE:

DATE:

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

9 PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

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

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR
.....		

Attach additional pages if more space is required

SIGNATURE:

DATE:

(of person authorized to sign on behalf of the Tenderer)

10 KEY PERSONNEL

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the construction of the Works together with a resume of their experience with particular reference to the construction of similar Works.

Contractors

The Tenderer shall attach the curriculum vitae of the listed key personnel to the next page.

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
<p>CONTRACTS MANAGER</p> <p>NQF 7 Bsc/ BTech Electrical Engineering or Construction Management and 5 Years Relevant Experience</p> <p>SITE AGENT</p> <p>NQF 6 , ND Electrical Eng, 5 years relevant experience and</p> <p>FOREMAN</p> <p>N4 certificate with Trade test (red seal) qualification and 5-year relevant experience</p>				

Attach additional pages if more space is required

SIGNATURE:

DATE:

(of person authorized to sign on behalf of the Tenderer)

CURRICULUM VITAE OF KEY PERSONNEL

[Curriculum Vitae of key personnel to be attached here]

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

- 5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
- 6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
- 7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) as a result of contravening or failing to comply with the provisions of the Act and the Regulations.
- 8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

(of person authorized to sign on behalf of the Tenderer)

13 TAX COMPLIANCE STATUS

The Tenderer is to provide its Tax Compliance Status according to the South African Revenue Services (SARS) for the purposes of tendering.

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

- a. **Tenderers must provide a TCS PIN with their tender (in the form of the TCS result letter) to authorize the Employer to view the tenderer's current TCS online, as well as a copy of the Tax Clearance Certificate which is printable after completing the TCS request.**
- b. In tenders where Consortia / Joint Ventures are involved, each party must submit a separate TCS PIN and Tax Clearance Certificate.

- .Historical disadvantage individual will be given preference for points as per the regulations and such individuals are **Woman, Youth and people with disability.**

1. **Proof of shareholding certificate to claims points**
2. **Proof of disability to claim points**

- Locality (**Preference will be given to local SMME's with preferred points**)

1. Points will be categorized as per Preferential Procurement Regulation and approved SCM Policy

16 TENDERER'S PARTICIPATION IN WORK OPPORTUNITY CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in work opportunity creation (employment of local labour) by executing various portions of the Works using local labour.

The creation of one work opportunity shall mean the employment, for any period of time, of one unskilled labourer from the local community who is a South African Citizen with his/her own unique South African identity document. Proof of citizenship may be audited during the contract period.

The Tenderer shall note the requirements for work opportunity Creation Reporting for EPWP as set out in clause F3 in Part F: Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The minimum number of jobs to be created using local unskilled labour shall be as set out in the table below. This number is inclusive of the local unskilled labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors in terms of Part G: Small Contractor Development of the project specifications. The targeted labour goal stated in the table shall include for a minimum allocation of 55% Women, 55% Youth and 2% Disabled.

The Tenderer shall by the approval of this form commit to creating the minimum number of jobs in terms of job creation participation during the contract period, and this number shall not be less than the minimum stated in the table.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

I/We hereby tender to participate in job creation through the employment of local labour as approved by the PLC as identified by the OSS War room by creating the following number of jobs using unskilled labour recruited from the local community (including for a minimum allocation of 55% Women, 55% Youth and 2% Disabled):

	Total	Women	Youth	Disabled
Work Opportunities				
Person Days				
Training Days				

Penalty = 0.5 x 9the value of the shortfall of Targeted Labour). It shall be applied on a pro-rata basis according to a monthly evaluation of achievements against the programmed utilisation. It shall not apply to the individual Target Groups.

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is 18%

Type of Labour	Person-Days	Wage Rate per unit	Total Wage Cost (Excl VAT)
Permanent Staff			
Temporary Staff			
SMME/HDEs Labour			
		Total	
		Percentage	

Notes to Tenderer:

(1) Labour is defined as hourly paid personnel

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in work opportunity creation through the employment of local labour.

Name:

Duly authorized to sign on behalf of: _____

SIGNATURE:

DATE:

(Of person authorized to sign on behalf of the Tenderer)

17 TENDERER'S CONFIRMATION OF BANKING DETAILS AND ACCOUNT STATUS REPORT

The tenderer is required to request its bankers to prepare a general report on the tenderer's account status including, *inter alia*, how the tenderer conducts its account, the credit rating that the bank accords the tenderer for the business envisaged by this tender, and setting out the information requested in (a) to (d) below.

In addition to attaching the aforementioned general report from the bank, the tenderer shall also on this Form O complete in full the banking details required in each of (a) to (d) below.

In the event that the tenderer is a joint venture / consortium, a general report and details for each of the members of the joint venture / consortium shall similarly be provided and attached to this Form O.

A. Name of account holder:.....

B. Account number:.....

C. Bank name:

D. Contact details of banker:

Name:

Telephone Number:

E-mail address:

SIGNATURE:

DATE:

(of person authorized to sign on behalf of the Tenderer)

“Failure to provide the required general report with the tender submission or failure to complete, sign and date this form shall result in the tender being considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.”

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

CONTRACT

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C1.2: CONTRACT DATA	C7	Yellow
C1.2.1: CONDITIONS OF CONTRACT	C8	Yellow
C1.2.2: PART A: DATA PROVIDED BY THE EMPLOYER	C11	Yellow
PART B: DATA PROVIDED BY THE CONTRACTOR	C16	Yellow
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C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993.....	C20	White
C1.5: RETENTION MONEY GUARANTEE	C22	White
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C3: SCOPE OF WORK		
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C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

a. OFFER

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

NLM: TEC-02-03/2026

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF 11KV INDOOR SWITCHGEAR FOR BULK SUPPLY STRENGTHENING AT VREDEFORT SWITCHING STATION

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

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

The offered total of the prices inclusive of Value Added Tax is:

Amount in Words.....
.....
.....
R..... (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature: (of person authorised to sign the tender):

Name: (of signatory in capitals):

Capacity: (of Signatory):
.....

Name of Tenderer: (organisation):

Address:
.....
.....

Telephone number: Fax number:

Witness:

Signature:

Name: (in capitals):

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

This form is to be completed by the Employer only

b. ACCEPTANCE

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

The terms of the contract are contained in

- Part 1 Agreements and Contract Data (which includes this Agreement) Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work Part 4

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 6.2.1 of the General Conditions of Contract Third Edition (2015) within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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:

Name: *(in capitals)*.....

Capacity:

Name of Employer (organisation)

Address:

.....

Witness: Signature: **Name:**

Date:

This form is to be completed by the Employer and the successful tenderer only, upon acceptance of the successful tenderer's offer

c. SCHEDULE OF DEVIATIONS

Notes:

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

1	Subject:	Details:
2	Subject:	Details:
3	Subject:	Details:
4	Subject:	Details:
5	Subject:	Details:
6	Subject:	Details:

7 **Subject:**

Details:

.....

.....

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

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

FOR THE TENDERER:

Signature:

Name:

Capacit:

Tenderer: *(Name and address of organisation)*
.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:.....

Employer: *(Name and address of organisation)*
.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

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C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works, Third Edition, 2015", issued by the South African Institution of Electrical Engineering (abbreviated title: "GCC 2015").

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the GCC 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

Add the following to the end of Clause 1.1:

"SCC 1.1.1.35 "Targeted Enterprise" means an enterprise as defined in Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works."

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraph to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises in terms of Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement."

SCC 6.2 Security

SCC 6.2.1 Delivery of security

In the last two lines of Clause 6.2.1, delete the words "the type of security for the due performance of the Contract, as selected in the Contract Data" and replace them with the words "a fixed performance guarantees as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer".

Delete the entirety of Clause 6.2.2 and replace it with the following:

"SCC 6.2.2 Contractor failing to provide security

If the Contractor fails to provide the required fixed performance guarantee within the time period

stipulated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2."

SCC 6.2.3 Validity of performance guarantee

Delete the entirety of the first sentence of Clause 6.2.3 and replace it with the following:

"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion is issued."

SCC 6.8.2 Application of the Contract Price Adjustment Factor

Add the following to the end of Clause 6.8.2:

"Referring to Clause 1 of the "CONTRACT PRICE ADJUSTMENT SCHEDULE" on page 86 of the GCC 2015, delete the paragraph describing the symbols "L", "P", "M" and "F", and replace it with the following:

"L", "P", "M" and "F" are defined as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index for the province as stated in the Contract Data as published in Table A of the Statistical release P0141 of Statistics South Africa.

"P" is the "Contractor's Equipment Index" and shall be the Producer Price Index for "Electrical engineering plant" as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index for the "Building and construction - Civil engineering" industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index for "Diesel fuel wholesale - Total" as published in Table 4 of the Statistical release P0151 of Statistics South Africa."

Additional Special Conditions of Contract

The following additional Special Conditions of Contract clauses SCC 1.1 and SCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

SCC 1.1 Definitions

Delete the entirety of Clause 1.1.1.5 and replace it with the following:

"SCC 1.1.1.5 "Commencement Date" means the date 42 calendar days after the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect."

SCC 5.3 Commencement of the Works

Delete the entirety of Clauses 5.3.1, 5.3.2 and 5.3.3 and replace them with the following:

"SCC 5.3.1 Commencement of the Works

Upon the Employer's Agent's instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

SCC 5.3.1.1 The timely submission by the Contractor, and approval by the Employer's Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work, as set out in the Contract Data,

SCC 5.3.1.2 Application by the Employer for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and

SCC 5.3.1.3 Receipt by the Employer of the permit to do construction work.

SCC 5.3.2 Unacceptable documentation

If the documentation referred to in Clause SCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

SCC 5.3.3 Time to instruct commencement of the Works

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and such permit is not received within 14 days following the Commencement Date such that the Employer's Agent's instruction to commence carrying out the Works cannot be given, without prejudice to the Employer's rights to terminate the contract under Clause 9.2, the Employer's Agent shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion.

Where the permit to do construction work is not received within the 14 day period following Commencement of the Contract for reasons not attributable to the Contractor, the Employer's Agent shall delay the instruction to commence the Works and the Contractor shall be entitled to make a claim in accordance with Clause 10.1."

C1.2.2: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p>1.</p> <p>Clause 1.1.1.13:</p> <p>Clause 1.1.1.14:</p> <p>Clause 1.1.1.26:</p> <p>Clause 1.1.1.15:</p> <p>Clause 1.2.1.2:</p> <p>Clause 1.1.1.16:</p> <p>Clause 1.2.1.2:</p>	<p>GENERAL</p> <p>The Defects Liability Period is 12 months.</p> <p>The time for achieving Practical Completion is 36 <u>months</u> from the Commencement Date, including non-working days and special non-working days.</p> <p>Pricing Strategy: The Contract is to be a Re-measurement Contract.</p> <p>Name of Employer: Ngwathe Local Municipality</p> <p>Address of Employer:</p> <p><u>Physical:</u> Liebenbergstrek Pary's 9585</p> <p><u>Postal:</u> Private Bag 359 Pary's 9585</p> <p>E-Mail: morokolom@ngwathe.co.za</p> <p>Telephone No: (056) 816 2700 Fax No: N/A</p> <p>Name of Employer's Agent: Ngwathe Local Municipality</p> <p>Address of Employer's Agent:</p> <p><u>Physical:</u> Liebenbergstrek Pary's 9585</p> <p><u>Postal:</u> Private Bag 359 Pary's</p> <p>E-Mail: morokolom@ngwathe.co.za</p> <p>Telephone No: (056) 816 2700 Fax No: N/A</p>
<p>3.</p> <p>Clause 3.2.3:</p>	<p>EMPLOYER'S AGENT</p> <p>The Employer's Agent is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price and before executing any of the following functions or duties: The issuing of a variation order in terms of Clause 6.3.2. Significant change in designs.</p>

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
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REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p>4.</p> <p>Clauses 4.1.1 and SCC 4.1.1:</p>	<p>CONTRACTOR'S GENERAL OBLIGATIONS</p> <p>The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises in terms of Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.</p>
<p>5.</p> <p>5.1.1</p> <p>Clauses 5.3.1 and 5.3.2:</p> <p>Clauses SCC 5.3.1 and SCC 5.3.2:</p>	<p>TIME AND RELATED MATTERS</p> <p>The special non-working days are public holidays, Sundays and the year end break. These days will be excluded from time calculations.</p> <p>Where the Employer is not required to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>14 days</u> from the Commencement Date:</p> <p>The documents required before commencing to carry out the Works:</p> <ul style="list-style-type: none"> • Health and Safety Plan (refer to Clause 4.3) • Initial Programme (refer to Clause 5.6) • Security (refer to Clause 6.2) • Insurance (refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications) <p>Where the Employer is required to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>14 days</u> from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect:</p> <p>The documents required before commencing to carry out the Works:</p> <ul style="list-style-type: none"> • Health and Safety Plan (refer to Clause 4.3) • Initial Programme (refer to Clause 5.6) • Security (refer to Clause 6.2) • Insurance (refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications) <p>And:</p> <p>The documents required by the Employer to apply for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014:</p> <ul style="list-style-type: none"> • Temporary works designer's appointment duties in terms of Regulation 6(2) as have been agreed upon plus proof of registration with ECSA

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<p><i>[CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)];</i></p> <ul style="list-style-type: none"> Evidence that the contractor has made adequate provision for the cost of Health and Safety, i.e., Bill of quantities <i>[CR 3(5)(b)(iii) read with CR 5(1)(g)];</i>
<p>Clause 5.4.2</p>	<ul style="list-style-type: none"> Evidence that the Principal contractor has the necessary competencies to carry out construction work safely, viz., schedule of activities, relevant appointments and proofs of competency <i>[CR 5(1)(h)];</i> Valid Letter(s) of Good Standing for the appointed Principal Contractor(s) <i>[CR 3(5)(b)(ii) read with CR 5(1)(j)].</i> <p>Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where ongoing use by the general public is required.</p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site.</p>
<p>Clause 5.8.1:</p>	<p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year end break, all foreseeable statutory election days as declared by National Government, and the following statutory public holidays as declared by National Government:</p> <p style="padding-left: 40px;">New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.</p> <p>The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.</p>
<p>Clause 5.13.1:</p>	<p>The penalty for failing to complete the Works is five thousand rand per day (R5 000,00 per day).</p>
<p>Clause 5.12.2.2</p>	<p>Extension of time due to abnormal rainfall. Refer to Part A of C3.2: Project Specifications, clause C3.5.</p>
<p>Clause 5.16.3:</p>	<p>The latent defects period is 10 years.</p>

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p>6.</p> <p>Clauses 6.2.1 and SCC 6.2.1:</p> <p>6.2.3</p> <p>Clause 6.5.1.2.3:</p> <p>Clauses 6.8.2 and SCC 6.8.2:</p> <p>Clause 6.8.3:</p> <p>Clause 6.10.1.5:</p> <p>Clause 6.10.3:</p>	<p>PAYMENT AND RELATED MATTERS</p> <p>The Performance Guarantee is to contain the wording of the document included in C1.3.</p> <p>The security to be provided by the Contractor shall be:</p> <p>Fixed Performance Guarantee of 10% of the accepted Contract Sum.</p> <p>The expiry date shall be the date, of the issue by the Engineer, of the Certificate of Completion of the Works.</p> <p>The percentage allowance to cover overhead charges is 10%.</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The values of the coefficients for calculating the Contract Price Adjustment Factor are:</p> <p>The “Consumer Price Index” will be as for the Province of Free State The base month is the month prior to the month in which the closing date for the tender falls. Contract Price Adjustment is not allowed in this project. Price adjustments for variations in the costs of special materials are allowed. The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the tender offer excluding contingencies and VAT. A retention guarantee in lieu of a cash retention is permitted.</p> <hr/> <p>RISKS AND RELATED MATTERS</p> <p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is <u>nil</u>.</p> <p>The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum is <u>nil</u>. Special Risks Insurance issued by SASRIA is required.</p>
<p>8.</p> <p>Clause 8.6.1.1.2:</p> <p>Clause 8.6.1.1.3:</p> <p>Clause 8.6.1.2:</p>	

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p>8.6.1.1.3</p> <p>Clause 8.6.1.3:</p>	<p>The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 10% of the value of the repair work.</p> <p>The limit of indemnity for liability insurance is <u>R10 000 000,00 (ten million Rand only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.</p>
<p>10.</p> <p>Clause 10.5.3:</p> <p>Clause 10.7.1:</p>	<p>CLAIMS AND DISPUTES</p> <p>The number of Adjudication Board Members to be appointed is one.</p> <p>Unresolved disputes shall be referred to arbitration.</p>
<p>G1003</p> <p>Refer to Part C3: Scope of Works, section C3.3 Particular Specifications, Part G: Small Contractor Development</p>	<p>CONTRACT PARTICIPATION</p> <p>(b) Contract Participation Targets</p> <p>The Contract Participation Target for Targeted Enterprises is <u>10%</u></p>

C1.3: PERFORMANCE GUARANTEE

PRO FORMA PERFORMANCE

GUARANTEE

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

1. GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Employer’s Agent” means:

“Works” means:

“Site” means:

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

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

..... Amount in words:
.....

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

..... Amount in words:
.....

“Expiry Date” means:or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

2. CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

3. GUARANTOR’S LIABILITY

3.1 The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.

3.2 The Guarantor’s period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

4.1 The Guarantor hereby acknowledges that:

4.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

4.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:

4.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.2;

4.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.2.1 and the sum certified has still not been paid;

4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.

4.3 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or

4.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 4.3; and

4.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.

4.5 Where the Guarantor has made payment in terms of 4.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.

4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 4.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between Ngwathe Local Municipality (hereinafter called the EMPLOYER) of the one part, herein represented by:

.....

in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by.....

.....

in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

CONTRACT No. NLM: TEC-02-03/2026 APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF 11KV INDOOR SWITCHGEAR FOR BULK SUPPLY STRENGTHENING AT VREDEFORT SWITCHING STATION.

AMEND

for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

- The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
- The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

- The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

○

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.5: RETENTION MONEY GUARANTEE

PRO FORMA

RETENTION MONEY GUARANTEE

NGWATHE LOCAL MUNICIPALITY
PRIVATE BAG 395
PARYS
9585

CONTRACT No. _____ FOR _____

ISSUED TO: NGWATHE LOCAL MUNICIPALITY (Hereinafter referred to as “the Employer”)

ON BEHALF OF: (Hereinafter referred to as “the Contractor”)

In connection with

CONTRACT NO......(Hereinafter referred to as “the Contract”)

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

- Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

.....
or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Employer’s Agent as such in terms of the Contract.

- The Employer’s Agent’s certificate referred to in Clause 1 shall certify
 - a. that he is the Employer’s Agent in terms of the Contract,
 - b. that the Contractor is in breach of his obligations under the Contract, and
 - c. that the amount demanded, which amount the certificate shall specify,
 - i. does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
 - ii. does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.
- We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 172 Burger Street, Pietermaritzburg or at such other address as the Employer shall in writing notify us.
- Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

• Our aggregate liability under this guarantee is limited to R

- This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the witnesses named hereunder:

At for and on behalf of

on this day of

Signature:

Capacity:

Address:

As Witnesses:

• Name in Block Letters

• Name in Block Letters

C1.6: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY

(To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. Date:

Contract No: For (contract title)

I, the undersigned (name of signatory) in my capacity as
 of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

Signed by: Date:
 for and on behalf of the Contractor.

Witnessed by: Date:

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2015.

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

10. GENERAL

- a. Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Electrical Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
- b. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- c. The clauses in a specification in which further information regarding the Bill item can be obtained appear under "Reference clause" in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
- d. Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- e. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- f. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- g. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).
- h. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
- i. A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- j. Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- k. The Tenderer must price each item in the schedule/bill of quantities in **BLACK INK**.
- l. All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bill of Quantities.
- m. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

11. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless so ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, at the Employer's discretion, may invalidate the Tenderer's offer or may be treated as arithmetical errors and the provisional items and percentages corrected without change to the Contract Sum.

12. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. .

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be omitted.

13. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

14. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

The nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

15. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities:

mm	= millimetre	m ³	= cubic metre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m ²	= square metre	t	= ton (1 000 kg)	t-km	= ton-kilometre
m ² -pass	= square metre-pass	No	= number	h	= hour
ha	= hectare	%	= percent	dia	= diameter
m ³	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-		
		metre			

16. CONSISTENCY OF RATES

In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

1. the combined, extended total tendered for the item:

B13.01 The contractor's general obligations:

- a. Fixed obligations
- b. Value-related obligations
- c. Time-related obligations

exceeds a maximum of 15% of the Contract Sum (excluding contingencies, escalation and VAT).

2. the rate, price or amount tendered for any other item differs by more than 20 (twenty) percent from the average of the rates, prices or amounts for the same item as tendered by those tenderers who submitted the lowest five responsive tender offers (or as tendered by all the responsive tenderers if there are less than five responsive tenderers).

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

17. PAYMENT FOR LABOUR INTENSIVE COMPONENTS OF WORKS

Those parts of the works to be constructed using labour-intensive methods are to be identified and agreed with by the contractor and Engineer and shall be marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix 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 deviation from 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.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

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. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

18. LINKAGE OF PAYMENT FOR LABOUR-INTENSIVE COMPONENT OF WORKS TO SUBMISSION OF PROJECT DATA

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- a) Certified ID copies of all locally employed labour
- b) Signed Contracts between the employer and the EPWP Participants
- c) Attendance Registers for the EPWP Participants
- d) Proof of Payment of EPWP Employees
- e) Monthly Reporting Template as per EPWP requirements

C2.2. SCHEDULE OF QUANTITIES

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C3: SCOPE OF WORK

Ngwathe Local Municipality invites suitably qualified and experienced contractors to submit tenders for the supply, installation, testing and commissioning of 11kV indoor switchgear and associated works for bulk supply strengthening at the Vredefort Switching Station.

This is a once-off infrastructure upgrade project aimed at replacing the existing medium voltage (MV) switchgear and improving operational reliability, safety, and future load capacity.

The scope of work includes, but is not limited to, the following:

1. PRIMARY

The appointed Contractor shall be responsible for:

- Supplying, delivering, installing and commissioning new 11kV indoor metal-enclosed switchgear comprising:
 - One (1) Incomer panel
 - Four (4) Outgoing feeder panels
- Supplying and installing a 1250A, 25kA rated busbar system complete with vacuum circuit breakers and numerical protection relays.
- Supplying and installing a 38V DC battery system and battery charger for protection and control operation.
- Supplying and installing bulk (tariff) metering equipment and feeder multifunction power meters as specified.
- Removal, decommissioning and lawful disposal of the existing 11kV switchgear.
- Supply, installation and termination of new 11kV feeder and incomer cables (where applicable), including glands, lugs, joints and termination kits.
- Integration of the new switchgear with the existing earthing system, including extension or upgrading of the earth grid where required.
- Configuration, programming and testing of protection relays, including protection coordination verification.
- Performing Factory Acceptance Testing (FAT), Site Acceptance Testing (SAT), and full commissioning prior to energisation.
- Providing complete handover documentation including:
 - As-built drawings
 - Test certificates
 - Protection setting reports
 - Operation & Maintenance manuals

- Training of municipal personnel in the operation and maintenance of the new switchgear and protection systems.

B SECONDARY

The Contractor shall further ensure:

- Compliance with all applicable SANS, IEC and municipal technical standards for medium voltage installations.
- The switchgear shall be internal arc classified (AFLR 25kA, 1 second) and type-tested in accordance with relevant IEC standards.
- Proper mechanical and electrical interlocking between incomers and bus coupler to ensure safe operation.
- The metering system shall provide accurate measurement of energy and electrical parameters for operational monitoring and bulk supply management.
- Provision for future integration into SCADA or remote monitoring systems, where applicable.
- All works shall comply with the Occupational Health and Safety Act and applicable construction regulations.
- Quality assurance procedures shall be implemented throughout the project lifecycle.
- The Contractor shall provide all necessary resources, supervision, plant and equipment to complete the works within the stipulated contract period.

C. TECHNICAL COMPLIANCE

The following overview provides key technical requirements that must be complied with. Specific technical details of the proposed equipment shall be covered in a technical submission forming part of the tender offer, which shall be read as an integral part of the submission.

The technical submission shall include:

- Detailed switchgear specifications
- Short-circuit rating confirmation
- Protection relay details
- DC system specifications
- Installation methodology
- Commissioning procedures
- OEM certification and warranty information

P 11KV INDOOR SWITCHGEAR – TECHNICAL SPECIFICATION

1. GENERAL

The switchgear shall be factory-assembled, metal-enclosed, indoor type medium voltage switchgear suitable for operation at 11kV and compliant with IEC 62271-200.

All equipment shall be new, unused, and of current manufacture.

The switchgear shall be designed for safe operation, reliability, ease of maintenance, and future expansion where applicable.

2. APPLICABLE STANDARDS

The equipment shall comply with, but not be limited to, the following standards:

- IEC 62271-200 – High-voltage switchgear and controlgear
- IEC 62271-100 – High-voltage alternating current circuit breakers
- IEC 60044 / IEC 61869 – Instrument transformers
- SANS applicable standards
- Occupational Health and Safety Act (Act 85 of 1993)

3. 11KV SWITCHGEAR – PRIMARY EQUIPMENT

3.1. General Construction

- Type: Metal-enclosed, metal-clad, indoor switchgear
- Rated Voltage: 12kV class
- Rated Frequency: 50Hz
- Rated Continuous Current (Busbar): 1250A
- Rated Short Circuit Withstand Current: 25kA for 1 second
- Internal Arc Classification: AFLR 25kA, 1 second
- Protection Degree: Minimum IP4X

3.2. The Circuit Breakers

- Type: Vacuum Circuit Breaker (VCB)
- Rated Current:
 - Incomers: 1250A
 - Bus Coupler: 1250A
 - Feeders: 800A or 1250A (as per board standard)
- Mechanical Endurance: Minimum 10,000 operations
- Electrical Endurance: As per IEC standard
- Breakers shall be draw-out type with test and service positions

3.3. Busbar System

- Material: High conductivity copper
- Continuous Rating: 1250A
- Short Circuit Rating: 25kA for 1 second
- Fully insulated and segregated
- Busbars shall be adequately supported to withstand mechanical stresses during fault conditions

4. PROTECTION AND CONTROL

4.1. Protection Relays.

Each incomer and feeder panel shall be equipped with numerical protection relays.

Minimum protection functions:

- Overcurrent (50/51)
- Earth Fault (50N/51N)
- Directional protection (if required)
- Event and fault recording capability
- LED/LCD display
- Communication port (Modbus / IEC 61850 where required)

Relay settings shall be configured and tested prior to commissioning.

4.2. Control Voltage

- Nominal Control Voltage: 38V DC
- Control wiring: 2.5mm² minimum copper
- All wiring shall be neatly loomed and labelled

5. 38V DC SYSTEM

5.1. The Battery System

- Nominal Voltage: 38V DC
- Type: Maintenance-free sealed lead-acid or approved equivalent
- Minimum autonomy: 8 hours under normal operating load

5.2. Battery Charger

- Automatic float and boost charging
- AC Input: 230V / 400V as applicable
- Output: 38V DC regulated

6. METERING

6.1. Feeder Multifunction Meters

- Voltage, Current, Power, Energy measurement
- LCD display
- Communication port
- Accuracy class suitable for monitoring

7. CABLE TERMINATIONS

- 11kV 3-Core XLPE cables
- Indoor and outdoor heat/cold shrink termination kits
- Brass cable glands
- Compression lugs
- Proper screen earthing

All terminations shall be carried out by certified MV jointers.

8. EARTHING

- All panels shall be bonded to the station earth grid
- Earth bar provided across entire switchboard
- Earth grid to be tested to ensure compliance with acceptable resistance values
- Earth continuity tests shall be performed prior to energization

9. INTERLOCKING

- Mechanical interlocking between incomers and bus coupler
- Electrical interlocking to prevent unsafe parallel operation (where required)
- Key interlock system if specified

10. TESTING AND COMMISSIONING

The Contractor shall perform:

- Factory Acceptance Testing (FAT)
- Insulation Resistance Testing
- Primary and Secondary Injection Testing
- Protection relay setting verification
- Functional operation tests
- Site Acceptance Testing (SAT)
- Final commissioning and energisation

Test certificates shall be provided.

11. DOCUMENTATION

The Contractor shall provide:

- As-built drawings
- Protection settings report
- Test certificates
- Operation & Maintenance manuals
- OEM warranty certificates

12. APPROVAL

All switchgear shall be type-tested and certified in accordance with IEC 62271 standards.

The bidder shall submit type test certificates and compliance declarations as part of the technical submission.

9. WARRANTIES

The Contractor shall provide written warranties for all equipment supplied and installed under this contract.

The following minimum warranty requirements shall apply:

- 11kV Switchgear Panels – Minimum 24 months from date of commissioning.
- Vacuum Circuit Breakers – Minimum 24 months.
- Protection Relays – Minimum 24 months.
- 38V DC Battery System – Minimum 24 months (battery performance warranty to be specified).
- Battery Charger – Minimum 24 months.
- Multifunction Meters – Minimum 12 months.
- Cable Terminations and Installation Workmanship – Minimum 12 months.

All warranties shall:

- Cover defects in materials and workmanship
- Include repair or replacement at no cost to the Employer
- Provide OEM support and spare part availability confirmation
- Include manufacturer's warranty certificates

Warranty conditions, response times, and failure control procedures must be clearly stated in the tender submission.

10. STAFF QUALIFICATIONS:

The Contractor shall ensure that all personnel assigned to the project possess the necessary qualifications, experience and certifications to perform their roles effectively in a medium voltage (MV) electrical environment.

Minimum requirements:

10.1. Project Manager / Site Agent

- National Diploma or Degree in Electrical Engineering (NQF Level 6 or higher)
- Minimum 5 years' experience in 11kV or higher installations
- Experience in MV switchgear installation and commissioning
- ECSA registration (Professional / Candidate) advantageous

10.2 Construction Supervisor

- Trade Tested Electrician (Red Seal)
- Valid Wireman's License (Installation Electrician or higher)
- Experience in medium voltage installations

10.3 MV Cable Jointers

- Certified 11kV cable jointers
- Proof of training on heat/cold shrink termination systems

10.4 Protection & Commissioning Technician

- Minimum 3 years' experience in numerical relay configuration and testing
- Experience in primary and secondary injection testing

10.5 Health & Safety Officer

- Registered with SACPCMP (CHSO or equivalent)
- Valid First Aid Certification

All qualifications must be submitted with tender and certified copies not older than 6 months.

11. TRAINING

The Contractor shall provide comprehensive training to municipal personnel upon completion of installation and prior to final handover.

Training shall include:

- Operation of 11kV switchgear panels
- Safe switching procedures
- Protection relay overview and basic settings interpretation
- Metering system operation
- 38V DC system operation and maintenance
- Routine inspection and preventive maintenance procedures
- Emergency response procedures

11.1 Training Requirements

Training shall be conducted on-site after commissioning

A minimum of two (2) training sessions shall be provided

Training material and operation manuals shall be supplied in English

A training attendance register shall be signed

11.2 Documentation

The Contractor shall provide:

Operation & Maintenance manuals

Single-line diagrams

Protection settings report

Switching procedures

Maintenance schedules

11.3 Additional Training

Should additional training be required within 12 months of commissioning, the Contractor shall make provision for refresher training at a mutually agreed cost.

12. TRANSPORTATION:

The service provider is responsible for organizing and providing transportation services for the installation teams if required.

13. PATENT RIGHTS

The supplier confirms that his/her product or part thereof, all carry the South African patents which does not contravene existing patent rights. Should such a contravention occur the supplier indemnifies the purchaser against all resultant claims.

Name of Bidder

Signed