



**KAI! GARIB LOCAL MUNICIPALITY**

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**TENDER NO:** .....

**PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL  
OF ELECTRICAL CONTRACTORS FOR THE IMPLEMENTATION OF  
ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN  
REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

**PROCUREMENT DOCUMENT**

**(General Conditions of Contract for Construction Works, Fourth Edition, 2025 (GCC 2025))**

**April 2026**

**Issued by:**

Kai! Garib Local Municipality

**Director: Supply Chain Management**

09 Main Road

Keimoes

8860




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Tender Procedure: Open Tender

Based on

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

### **Contract Documents**

1. Form of offer and acceptance
2. Contract data
3. Part 1: Data Provided by the Employer
4. Part 2: Data Provided by the Contractor
5. Conditions of Contract: Based on the CIDB Standard Professional Service Contract, 3<sup>rd</sup> edition of July 2009.
6. Pricing Data
7. Scope Work
8. Site Information



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**T1 TENDERING PROCEDURE**

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

Kai! Garib Local Municipality hereby invites suitably qualified Tenderers with a CIDB contractor grading of 4EP or higher to submit tenders for a framework contract over a three (3) year term.

**a) Nature of Contract**

This appointment is for a framework agreement without the commitment to a specific quantum of work at this stage. Work will be allocated on an “as-and-when required” basis through the issuance of Task Orders. The contract will be based on the General Conditions of Contract for Construction Works (GCC 2025).

**b) Extent of Scope**

The scope includes the appointment of contractors to provide services related to the construction, refurbishment, rehabilitation, alteration, or operation of Electrical Infrastructure (MV and LV) within the geographic regions of Kai! Garib Local Municipality.

**c) Compulsory Briefing Session and Site Visit**

A Compulsory Briefing Session will be held when required. Failure to attend the compulsory briefing session shall render the tender non-responsive.

**d) Submission Requirements**

Bids must be submitted at the Receptionist/Archive Office, 09th Main Road, Keimoes, 8860, no later than 29 May 2026 at 12:00 AM.

#### e) Instruction to Tenderers

- **Pricing Submission:** Bidders are required to complete the Schedule of Rates (SoR) in Part C2.2 and the P&G Breakdown in Part C2.3. Failure to provide a rate for any item may result in the bid being declared non-responsive.
- **Digital Submission Format:** Bidders must submit the completed SoR and P&G in both:
  - **PDF Format:** A signed and stamped version.
  - **Excel Format:** The original digital template with calculated fields intact.

This Framework Agreement is established in accordance with the National Treasury's Standard for Infrastructure Procurement and Delivery Management (SIPDM), and the appointment of the panel shall be for a maximum period of 36 months.

The Tender Documents will be available from the Municipal Website, e-Tender Publication Portal ([www.etenders.gov.za](http://www.etenders.gov.za)) of the National Treasury of the Republic of South Africa, from the date of publication of the Notice of Request for Tenders in the Government Tender Bulletin and/ or any national media. Any queries related to the e-Tender Publication must be communicated with [eTenders@treasury.gov.za](mailto:eTenders@treasury.gov.za) or by contacting the Office of the Chief Procurement Officer Call Supply Chain Centre on 012 406 9222.

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

Tenders shall remain valid for 90 days from the closing date. Telegraphic, telephonic, telex, facsimile, e-mail, and late tenders will not be accepted. Tenderers must submit their tenders using only the tender documentation issued.

Kai! Garib Local Municipality fully reserves the right not to accept the whole or part of any tender or not to consider any tender submitted.

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

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE** (as defined in Regulation 1 of the Local Government: Municipality Supply Chain Management Regulations)

Issued by:

**Kai! Garib Local Municipality**

09 Main Road

Keimoes

8860

TEL: 054 461 6700



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**T1.2 TENDER DATA**

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

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

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

Clause number	Tender Data
3.1	The employer is the <b>Kai! Garib Local Municipality</b> .
3.3	The Tender documents issued by the employer comprise the documents listed on the contents page.
3.4	The Employer’s Representative is: <b>Name: Mr. Obakeng Isaacs</b> <b>Physical Address:</b> Kai!Garib Local Municipality 09 Main Road Keimoes, 8860

<b>Clause number</b>	<b>Tender Data</b>
	<p><b>Telephone:</b> 054 461 6700</p> <p><b>Email:</b> <a href="mailto:matthewsg@kaigarib.gov.za">matthewsg@kaigarib.gov.za</a></p>
3.5	The language of communications is English
4.1	<p><b>ONLY</b> those tenderers who satisfy the following <b>ELIGIBILITY CRITERIA</b> and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated.</p> <p>The tenderer:</p> <ol style="list-style-type: none"> <li>1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. Every JV member must be registered with the CIDB no later than 21 days from the closing date of tenders.</li> <li>2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners.</li> <li>3. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary.</li> <li>4. The Tenderer must be registered on the National Treasury Central Supplier Database (CSD) and must maintain a Compliant Tax Status with the South African Revenue Service (SARS) throughout the evaluation process.</li> <li>5. The use of correction fluid (e.g., Tipp-Ex) or erasable ink anywhere in the tender document is strictly prohibited. Any errors must be crossed out with a single stroke and initialed by the authorized signatory. Failure to comply will render the specific page or the entire bid non-responsive.</li> <li>6. The original tender document issued by the Kai! Garib Local Municipality must be submitted in its entirety. Removing pages, replacing pages with a different format, or re-typing the document (unless explicitly permitted) will result in immediate disqualification.</li> <li>7. <b>Participation in the scheduled compulsory briefing session is mandatory. Tenderers must ensure their presence is officially recorded on the attendance register. Failure to attend and sign the register will result in the immediate disqualification of the bid.</b></li> <li>8. The tender documents must be completed in all respects, signed off by the authorised signatory, as authorised in <b>section 7 “Resolution for Signatory”</b>. Wherever spaces are provided, the bidder must complete the section in permanent ink. If the information is not applicable bidders must indicate as such.</li> <li>9. Tenderes must have a valid CIDB contractor grading of <b>4EP or higher</b>. In case of a JV, the lead partner must possess a CIDB grading in the EP class of works that is not lower than one level below the required grading (e.g., for a 4EP tender, the lead partner must be 3EP).</li> </ol>

Clause number	Tender Data
	<p>10. The Electrical Contractor must provide a valid <b>Electrical Contractor's Certificate</b> of Registration (Dept of Labour) issued in the name of the bidding entity.</p> <p>11. The tenderer must have a valid COIDA Letter of Good Standing.</p> <p>12. The tenderer must have a valid Tax Compliance Pin from SARS.</p>
4.7	<p>The clarification meeting details are listed in the Tender Notice and Invitation to Tender.</p> <p><b>No Tender will be considered unless the Tenderer attends the compulsory briefing session.</b></p> <p><b>Tenderers/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions</b></p> <p>No tenderer will be allowed to sign the register 15 minutes after the scheduled start time.</p>
4.12	No alternative tender offer will be considered.
4.13  4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of the tender box: Reception area of Kai! Garib Local Municipality Offices.</b></p> <p><b>Physical Address: Municipal Building,Receptions/Arvice Office</b></p> <p style="padding-left: 40px;"><b>09 Main Road,</b></p> <p style="padding-left: 40px;"><b>Keimoes, 8860</b></p> <p><b>Telephone: 054 461 6700</b></p> <p><b>Identification details on the Tender package(s):</b></p> <ol style="list-style-type: none"> <li>1. Tender Reference: T006/2026</li> <li>2. Tender Name: Framework Contract for the Appointment of Panel of Electrical Contractors</li> <li>3. Employer Address: Kai! Garib Local Municipality, 09 Main Road, Keimoes, 8860</li> <li>4. Tenderer Details: Full Name of the Tendering Entity and Name of Authorized Contact Person.</li> <li>5. Contact Info: Physical Address, Email, and Telephone Number of the Tenderer.</li> <li>6. Submission Deadline: 29 May 2026 at 12:00.</li> </ol>
4.13.4	The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.

<b>Clause number</b>	<b>Tender Data</b>
4.13.5	The tender offer shall be submitted with an <b>original and one scanned copy of the original completed and signed tender documents on a memory stick.</b>
4.13.6	Telephonic, telegraphic, telex, facsimile, or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and the invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 days, exclusive of the closing date but inclusive of the 90 <sup>th</sup> day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue an addenda until 3 working days before the tender closing time.
5.4	The time and location for opening the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
SFU (clause 4.3.1)	<p><b>1. Evaluation Process Summary</b></p> <p>The Employer will evaluate tenders using the Financial Offer, Quality, and Preference method (Method 4) as prescribed in Clause 5.11.5 of the CIDB Standard Uniformity in Construction Procurement (August 2019).</p> <p>The process is sequential:</p> <ul style="list-style-type: none"> <li>• <b>Step 1: Eligibility (Phase 1)</b> – Administrative and Mandatory compliance completeness.</li> <li>• <b>Step 2: Functionality (Phase 2)</b> – Qualifying gatekeeper (min 70%).</li> <li>• <b>Step 3: Ranking (Phase 3)</b> – 80/20 system using a Representative Basket of Works.</li> <li>• <b>Step 4: Objective Criteria Review</b> - A mandatory assessment to ensure the highest-ranked firms are fit for purpose (e.g., assessing capacity and performance risk) as contemplated in Section 2(1)(f) of the PPPFA.</li> <li>• <b>Step 5: Panel Appointment</b> – The top five (5) ranked firms will be appointed to the framework panel."</li> </ul> <p><b>2. Phase 1: Administrative and Mandatory Compliance (Eligibility)</b></p>

Clause number	Tender Data
	<p>The Employer will conduct an initial screening of all tenders to determine responsiveness. Bidders must meet all Eligibility Criteria defined in Clause 4.1.</p> <ul style="list-style-type: none"> <li>• <b>Compliance Check:</b> Tenders will be evaluated for the completeness of all MBD forms, the presence of all mandatory returnable documents, and the validity of statutory certifications (e.g., Tax PIN, CIDB registration, and Electrical Contractor’s Certificate).</li> <li>• <b>"No Second Chance" Rule:</b> Bidders are reminded that this is an "as-is" evaluation. The Bid Evaluation Committee (BEC) will not request the submission of missing mandatory documents after the tender closing time. Failure to include a mandatory document will result in the tender being deemed non-responsive.</li> <li>• <b>Disqualification:</b> Failure to comply with any of the criteria stipulated in Clause 4.1 or the submission of incomplete, unsigned, or altered mandatory returnable documents will result in immediate disqualification. The bid will not be evaluated further.</li> </ul> <p><b>3. Phase 2: Functional Evaluation (Quality)</b></p> <p>Responsive tenders will be evaluated based on the pre-defined Functionality Criteria (Experience, Key Personnel, Plant/Equipment, and Locality).</p> <ul style="list-style-type: none"> <li>• <b>Qualifying Threshold:</b> Tenderers must achieve a minimum score of 70 points out of 100 to be considered technically competent. Bids scoring less than 70 points will be deemed non-responsive and will not proceed to Phase 3.</li> <li>• <b>Evidence-Based Scoring:</b> Points will only be awarded for criteria supported by valid, verifiable evidence. This includes original certified copies (not older than 3 months) of qualifications, professional registrations, and the “Trinity of Evidence” (Appointment letter, Reference letter, and Completion Certificate) for past projects.</li> <li>• <b>"No Second Chance" Rule:</b> The Bid Evaluation Committee (BEC) will evaluate submissions "as-is" based on the documentation provided at the tender closing time. No additional technical information, missing CVs, or incomplete project profiles will be accepted post-closing.</li> <li>• <b>Gatekeeper Status:</b> Functionality is a qualifying gatekeeper; the score achieved in this phase will not be added to the final 80/20 scoring in Phase 3.</li> <li>• <b>Tie-Breaker Mechanism:</b> In the event of a tie in the final points in Phase 3, the Functionality score from Phase 2 shall be used as the ultimate tie-breaker. The tenderer with the higher functionality score will be ranked higher.</li> </ul>

Clause number	Tender Data						
	<p><b>4. Phase 3: Evaluation of Price and Preference Ranking</b></p> <p><b>a) Eligibility for Phase 3:</b></p> <p>Only tenderers who achieved the minimum functionality threshold of 70 points in Phase 2 will be evaluated for Price and Preference.</p> <p><b>b) Financial Offer Basis:</b></p> <ul style="list-style-type: none"> <li>• <b>Comparative Pricing:</b> As this is a Framework Contract, the Financial Offer is based on the Tenderer’s adjustment to the Standardized Schedule of Rates (Part C2.2). For evaluation purposes, a "<b>Representative Basket of Works</b>" (with fixed quantities defined by the Employer) will be used to calculate a Comparative Tender Price (Ps).</li> <li>• <b>Fixed Rates:</b> No individual project pricing is finalized at this stage; instead, the unit rates tendered shall remain fixed for the first 12 months.</li> <li>• <b>Unbalanced Rates:</b> The Employer reserves the right to reject any tender if the rates for items in the Representative Basket are found to be unbalanced, excessively low, or not in alignment with market-related norms.</li> </ul> <p><b>c) Scoring for Ranking (80/20 Preference Point System):</b></p> <p>The 80/20 preference point system shall be applied in accordance with the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the PPPFA Regulations of 2022. Tenderers will be ranked based on the sum of their Price points (80) and Specific Goals points (20).</p> <ul style="list-style-type: none"> <li>• <b>Price Scoring:</b> Points are calculated using this formula:</li> </ul> $Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$ <p>(Where Pt is the comparative price of the tender being scored, and Pmin is the price of the lowest acceptable tender)</p> <ul style="list-style-type: none"> <li>• <b>Specific Goals:</b> Points will be awarded according to the breakdown provided in the table below.</li> </ul> <table border="1" data-bbox="336 1839 1505 1964"> <thead> <tr> <th data-bbox="336 1839 810 1964">The specific goals allocated points in terms of this bid</th> <th data-bbox="810 1839 1158 1964">Number of points allocated (80/20 system)</th> <th data-bbox="1158 1839 1505 1964">Required Evidence for BEC Verification</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>	The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system)	Required Evidence for BEC Verification			
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Clause number	Tender Data																						
		(To be completed by the organ of state)																					
	B-BBEE STATUS LEVEL (Specific Goals)	10	SANAS Certificate / CSC000 Sworn Affidavit																				
	Who are women (51% or more)	3	CSD Report & ID Copies																				
	Who has disability (51% or more owned)	1	Medical Certificate / SASSA Letter																				
	Who is a youth (18 to 35 years) (51% or more owned)	3	CSD Report & ID Copies																				
	<b>Total scored points</b>	<b>20</b>																					
	<ul style="list-style-type: none"> <li>• <b>B-BBEE Scoring:</b> Points are allocated as follows</li> </ul>																						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">B-BBEE Status Level of Contribution</th> <th style="text-align: center;">Number of Points</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="text-align: center;">10</td></tr> <tr><td style="text-align: center;">2</td><td style="text-align: center;">9</td></tr> <tr><td style="text-align: center;">3</td><td style="text-align: center;">7</td></tr> <tr><td style="text-align: center;">4</td><td style="text-align: center;">6</td></tr> <tr><td style="text-align: center;">5</td><td style="text-align: center;">4</td></tr> <tr><td style="text-align: center;">6</td><td style="text-align: center;">3</td></tr> <tr><td style="text-align: center;">7</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">8</td><td style="text-align: center;">1</td></tr> <tr><td style="text-align: center;">Non-Compliant Contributor</td><td style="text-align: center;">0</td></tr> </tbody> </table>			B-BBEE Status Level of Contribution	Number of Points	1	10	2	9	3	7	4	6	5	4	6	3	7	2	8	1	Non-Compliant Contributor	0
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1	10																						
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5	4																						
6	3																						
7	2																						
8	1																						
Non-Compliant Contributor	0																						
	<ul style="list-style-type: none"> <li>• <b>Verification:</b> Failure to provide required evidence (SANAS certificates/Sworn Affidavits/Supporting Docs) will result in zero points for that category. In the case of a Joint Venture, a Consolidated B-BBEE Certificate issued by a SANAS-accredited agency is mandatory.</li> </ul>																						
	<p><b>d) Ranking Protocol:</b></p> <p>The Employer will rank tenderers based on their final total score (Price + Specific Goals) out of 100 points. The following protocol shall be applied to ensure a fair and transparent ranking process:</p> <p style="margin-left: 20px;"><b>a. Initial Ranking</b></p> <p>Tenderers shall be ranked from highest total points to lowest.</p> <p style="margin-left: 20px;"><b>b. Tie-Breaking Hierarchy</b></p>																						

Clause number	Tender Data
	<p>In the event that two or more tenderers score the same total points, the following order of precedence shall be applied to determine the ranking:</p> <ul style="list-style-type: none"> <li>• <b>Priority 1:</b> The tenderer scoring the highest points for Specific Goals.</li> <li>• <b>Priority 2:</b> If points for Specific Goals are equal, the tenderer scoring the highest points for Functionality (Phase 2) shall take precedence.</li> <li>• <b>Priority 3:</b> Should a tie still persist, the ranking shall be decided by a public drawing of lots facilitated by the Accounting Officer or their delegated authority.</li> </ul> <p><b>5. Objective Criteria Review</b></p> <p>Following the initial ranking, the Employer reserves the right to apply Objective Criteria as contemplated in Section 2(1)(f) of the PPPFA. The Employer may bypass a higher-ranked tenderer for the issuance of a specific Task Order if:</p> <ul style="list-style-type: none"> <li>• <b>Capacity &amp; Over-Commitment:</b> To ensure the 36-month delivery schedule is maintained, the Employer will not award a Task Order to a firm currently deemed over-capacitated. If a contractor is already managing the maximum number of projects their plant/personnel can handle, the next firm in the rotation will be selected.</li> <li>• <b>Performance Record:</b> The Employer reserves the right to bypass any bidder who has a documented record of poor performance, site abandonment, or material non-compliance with health and safety regulations on previous municipal projects.</li> <li>• <b>Financial Risk:</b> The Employer may conduct a risk assessment. If a bidder is deemed a high financial risk (e.g., undergoing business rescue or liquidation), the Employer may bypass said bidder to protect municipal infrastructure investment.</li> <li>• <b>Equitable Distribution:</b> To promote local sector sustainability and ensure municipal redundancy, Task Orders may be distributed to ensure all panel members maintain operational familiarity with the grid.</li> </ul> <p><b>6. Panel Appointment and Rotation</b></p> <ul style="list-style-type: none"> <li>• <b>Appointment:</b> The Employer intends to appoint a maximum of five (5) tenderers to the Framework Agreement.</li> </ul>

Clause number	Tender Data																		
	<ul style="list-style-type: none"> <li>• <b>Ranking:</b> Tenderers will be ranked 1 to 5 based on their final total score. Only those who meet the 70-point functionality threshold and are deemed responsive will be eligible for appointment.</li> <li>• <b>Ranked Rotation:</b> The ranked order (1st through 5th) will be utilized for the Ranked Rotation Strategy for the issuance of Task Orders over the 36-month term.</li> <li>• <b>Flexibility:</b> The Employer reserves the right to appoint fewer than five (5) tenderers if an insufficient number of bids are responsive or if financial offers are non-market related.</li> <li>• <b>Panel Maintenance:</b> Should a panel member’s capacity or CIDB status change, the Employer may appoint the next-ranked eligible firm from the original bid list.</li> <li>• <b>Rotation Logic:</b> Task Orders will be offered sequentially (1 to 5). If a ranked tenderer is unable to accept a Task Order, the Employer will bypass that firm for that specific order and proceed to the next-ranked tenderer, without prejudice to the firm’s future position on the panel.</li> </ul>																		
5.11.9	<p><b>A Tender scoring below <u>70 points</u> in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</b></p> <table border="1" data-bbox="336 1267 1505 1917"> <thead> <tr> <th data-bbox="336 1267 799 1368">Quality criteria</th> <th data-bbox="799 1267 914 1368">Max Pts</th> <th data-bbox="914 1267 1505 1368">Evidence Required (Mandatory for Full Points)</th> </tr> </thead> <tbody> <tr> <td data-bbox="336 1368 799 1518">Schedule 1: Contractor Experience</td> <td data-bbox="799 1368 914 1518">40</td> <td data-bbox="914 1368 1505 1518"><b>Trinity of Evidence:</b> (1) Appointment Letter, (2) Reference Letter, (3) Completion Certificate.</td> </tr> <tr> <td data-bbox="336 1518 799 1619">Schedule 2: Key Personnel</td> <td data-bbox="799 1518 914 1619">30</td> <td data-bbox="914 1518 1505 1619">Certified Qualifications, Professional Registration/s, &amp; Signed Commitment Letters.</td> </tr> <tr> <td data-bbox="336 1619 799 1720">Schedule 3: Plant and Equipment</td> <td data-bbox="799 1619 914 1720">25</td> <td data-bbox="914 1619 1505 1720">Valid Natis/Lease + LMI Certificates (for Cherry Picker) + Calibration Certs (for Testing Gear).</td> </tr> <tr> <td data-bbox="336 1720 799 1821">Schedule 4: Locality Of the Tenderer’s Firm</td> <td data-bbox="799 1720 914 1821">5</td> <td data-bbox="914 1720 1505 1821">Municipal Account (Rates/Water) or Signed Lease Agreement in the name of the entity.</td> </tr> <tr> <td data-bbox="336 1821 799 1917"><b>Maximum possible score for quality (Ms)</b></td> <td data-bbox="799 1821 914 1917"><b>100</b></td> <td data-bbox="914 1821 1505 1917"></td> </tr> </tbody> </table>	Quality criteria	Max Pts	Evidence Required (Mandatory for Full Points)	Schedule 1: Contractor Experience	40	<b>Trinity of Evidence:</b> (1) Appointment Letter, (2) Reference Letter, (3) Completion Certificate.	Schedule 2: Key Personnel	30	Certified Qualifications, Professional Registration/s, & Signed Commitment Letters.	Schedule 3: Plant and Equipment	25	Valid Natis/Lease + LMI Certificates (for Cherry Picker) + Calibration Certs (for Testing Gear).	Schedule 4: Locality Of the Tenderer’s Firm	5	Municipal Account (Rates/Water) or Signed Lease Agreement in the name of the entity.	<b>Maximum possible score for quality (Ms)</b>	<b>100</b>	
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<b>Maximum possible score for quality (Ms)</b>	<b>100</b>																		

Clause number	Tender Data		
5.11.9	Functionality criteria are broken down into sub-criteria in the table below:		
	<b>Criteria</b>	<b>Max Pts</b>	<b>Evidence Required (Mandatory for Full Points)</b>
	<b>1. Contractor Experience</b>	<b>40</b>	
	• Accumulative value >R10m	20	<b>Trinity of Evidence:</b> (1) Appointment Letter, (2) Signed Reference Letter, (3) Completion Cert.
	• Relevant Electrical Projects	20	<b>Trinity of Evidence:</b> (1) Appointment Letter, (2) Signed Reference Letter, (3) Completion Cert.
	<b>2. Key Personnel</b>	<b>30</b>	
	• Site Agent (Category 2)	15	Certified Nat. Diploma/N6 + CV showing 5+ years' experience + Commitment Letter.
	• Electrician (Technical Lead)	10	Red Seal Trade Test + DoEL Installation Electrician / Master Installation Electrician Registration + Commitment Letter.
	• OHS Officer	5	Valid SACPCMP Registration (CHSO/CHSA) + Commitment Letter.
	<b>3. Plant &amp; Equipment</b>	<b>25</b>	
	• Cherry Picker	10	Valid Vehicle Disc + NaTIS/Lease Agreement in bidder's name.
	• Crane Truck	10	Valid LMI Load Test Certificate (current) + Vehicle Licensing Disc.
	• Testing Gear Set	5	SANAS-accredited Calibration Certs (<12 months old) for all items.
	<b>4. Locality</b>	<b>5</b>	
	• Tier 1(Local)	5	A municipal account (Rates/Water/Electricity) in the name of the entity, dated within the last 3 months OR Lease Agreement
	• Tier 2 (District)	3	A valid, signed Lease Agreement in the name of the entity
	• Tier 3 (Provincial)	2	A valid, signed Lease Agreement in the name of the entity
	• Tier 4 (National)	0	
	<b>TOTAL</b>	<b>100</b>	
5.11.9	<p><b>Key Personnel Competency Standards:</b></p> <p>To ensure consistency in evaluation, the following competency standards apply to all proposed Key Personnel:</p> <ol style="list-style-type: none"> <li><b>Site Agent (Category 2):</b> For the purpose of this tender, a "Category 2" Site Agent is defined as a technical professional possessing: <ul style="list-style-type: none"> <li><b>Academic Qualification:</b> A minimum of an NQF Level 6 (National Diploma) or NQF Level 5 (N6 Certificate) in Electrical Engineering.</li> <li><b>Experience:</b> A minimum of five (5) years of verified experience in the management and site supervision of electrical infrastructure projects (including MV/LV reticulation, substation work, or public lighting).</li> </ul> </li> </ol>		

Clause number	Tender Data
	<ul style="list-style-type: none"> <li>• <b>Responsibility:</b> The individual must have served as the lead technical contact on projects with a minimum value of R10 million.</li> </ul> <p><b>2. Electrician (Technical Lead):</b></p> <ul style="list-style-type: none"> <li>• <b>Requirement:</b> The Tenderer must propose a qualified Artisan Electrician who acts as the "<b>Competent Person</b>" for on-site execution and statutory sign-off.</li> <li>• <b>Statutory Authority:</b> The proposed individual must hold a valid IE or MIE registration with the Department of Employment and Labour (DoEL) specifically endorsed for Three-Phase installations.</li> <li>• <b>Verification:</b> Bidders must submit a certified copy of the DoEL registration card/certificate. The Municipality will verify all registrations via the DoEL official database prior to the evaluation of the bid.</li> </ul>
5.13	<p>Tender offers will only be accepted if the following conditions are met:</p> <ol style="list-style-type: none"> <li>1. <b>Regulatory Standing:</b> The tenderer, or any of its directors/shareholders, is not listed on the Register of Tender Defaulters or the National Treasury's List of Restricted Suppliers.</li> <li>2. <b>CSD Registration:</b> The tenderer is registered on the National Treasury's Central Supplier Database (CSD) and has a status of "Active" at the time of award.</li> <li>3. <b>Tax Compliance:</b> The tenderer has provided a valid SARS Tax Compliance PIN and is tax compliant on the CSD/SARS e-Filing system.</li> <li>4. <b>Administrative Integrity:</b> The tenderer has fully completed and signed all required MBD forms (specifically MBD 1, 4, 6.1, 8, and 9). Note: Incomplete, unsigned, or improperly altered forms will render the bid non-responsive.</li> <li>5. <b>Legal Authority:</b> The tenderer has submitted a Resolution of the Board of Directors/Members (specific to this bid) authorizing the signatory. Only a duly authorized official may sign the bid submission.</li> <li>6. <b>Performance Record:</b> The tenderer has not:             <ol style="list-style-type: none"> <li>a) Abused the Employer's Supply Chain Management System.</li> <li>b) Failed to perform on any previous municipal contract, as evidenced by a formal written notice of breach.</li> <li>c) A conflict of interest that compromises the tender process or the Employer's best interests.</li> </ol> </li> <li>7. <b>Capacity &amp; Capability:</b> The tenderer has demonstrated the technical and professional capacity to perform the work, as evidenced by the successful completion of the Functionality Evaluation (Phase 2).</li> </ol>

Clause number	Tender Data
	<p>8. <b>Submission of Pricing Breakdown:</b> In addition to the requirements stipulated in the Pricing Data, the Tenderer shall submit a detailed breakdown of the Preliminaries and General (P&amp;G) costs using the template provided in Section C2.3. The breakdown must separately identify: (a) Fixed Charges, (b) Time-Related Charges, (c) Risk &amp; Compliance Charges, and (d) Administrative Overheads.</p> <p><b>Note:</b> Failure to submit this breakdown in the prescribed Excel format shall render the tender non-responsive</p>
5.14	<p><b>Contract Documentation and Execution</b></p> <ul style="list-style-type: none"> <li>• <b>Contract Signing:</b> Upon notification of award, the successful Tenderer will be required to sign the Contract Agreement. The Employer will provide the contract documents in duplicate (two original sets).</li> <li>• <b>Execution:</b> One original signed set shall be retained by the Employer, and one original signed set shall be returned to the Tenderer.</li> <li>• <b>Effective Date:</b> The contract shall be deemed to have commenced on the date of the last signature (the "Effective Date").</li> <li>• <b>No Variation:</b> No amendments, variations, or alterations to the signed contract shall be of any force or effect unless reduced to writing and signed by both the Employer and the Service Provider.</li> </ul>
5.17	<p><b>Additional Conditions of Tender: Specification of Goods and Equivalence:</b></p> <p>Wherever a brand name, catalogue number, or specific proprietary product is specified in this document (including specifications, pricing schedules, or Bills of Quantities), such reference is intended to be descriptive and not restrictive.</p> <ul style="list-style-type: none"> <li>• <b>Submission of Equivalents:</b> Tenderers offering an item that is similar, equivalent, or superior in quality and performance must clearly identify the alternative product, model, or brand in their submission.</li> <li>• <b>Supporting Evidence:</b> The tenderer must submit technical data sheets, specifications, and, if requested, product samples, demonstrating that the proposed alternative meets or exceeds the physical, functional, and performance characteristics of the specified item.</li> <li>• <b>Determination of Equivalence:</b> The Employer reserves the sole right to determine whether a proposed alternative is truly equivalent or superior. The decision of the Employer's Engineer or authorized official shall be final and binding.</li> <li>• <b>Failure to Comply:</b> If a tenderer provides an alternative without the required supporting technical documentation, the Employer reserves the right to reject the alternative and evaluate the tender based on the original specification.</li> </ul>
5.17	<p><b>Cancellation and Re-invitation of Tenders</b></p> <p>The Kai! Garib Local Municipality reserves the right to cancel the tender prior to the award if, in its sole discretion, it determines that:</p>

Clause number	Tender Data
	<p>a) <b>Lack of Need:</b> Due to changed circumstances, there is no longer a requirement for the services.</p> <p>b) <b>Funding:</b> Funds are no longer available to cover the envisaged expenditure.</p> <p>c) <b>Non-Responsiveness:</b> No acceptable tenders are received (e.g., no bidders meet the 70-point functionality threshold).</p> <p>d) <b>Validity:</b> The tender validity period has expired, and no extension agreement could be reached.</p> <p>e) <b>Irregularities:</b> Material irregularities are identified in the tender process that compromise the fairness, transparency, or competitiveness of the bid.</p> <p>f) <b>Market-Relatedness:</b> No market-related offer is received. In this instance, the Municipality reserves the right to negotiate a market-related price with the highest-ranked tenderer(s). If negotiations fail, the Municipality may negotiate with the next-ranked tenderer(s) or cancel the tender. All negotiations shall be conducted in writing and finalized with BAC approval.</p> <p>g) <b>Strategic Shift:</b> The Municipality's objectives for the framework can no longer be achieved.</p> <p><b>Notice of Cancellation:</b> The decision to cancel will be published on the CIDB i-Tender website, the National Treasury e-Tender Portal, and the original advertising media. All bidders who submitted proposals will be notified in writing.</p> <p><b>Liability Disclaimer:</b> The Municipality shall not be liable for any costs or damages incurred by a tenderer as a result of the cancellation of this tender process.</p>
	<p>The additional conditions of tender are:</p> <p><b>Additional requirements for the competitive procedure</b></p> <p><b>1. First Round (Framework Appointment):</b></p> <p>Tenderers shall submit a financial offer based on the Standardized Schedule of Rates (Part C2.2) and a "Representative Basket of Works." Upon completion of the three-phase evaluation, the Employer will appoint a panel of five (5) tenderers to the Framework Agreement, ranked 1st through 5th.</p> <p><b>2. Second Round (Task Order Issuance):</b></p> <p>As requirements arise, the Employer will issue Task Orders based on the Ranked Rotation Strategy.</p> <p><b>3. Pricing Integrity:</b> Task Order pricing shall be derived from the rates tendered in the First Round. For non-scheduled items, the bidder shall submit three independent supplier quotes for approval; the Employer will apply the tendered percentage markup to the lowest verified quote.</p> <p><b>4. Task Order Pack:</b> Each request will include the project-specific Scope (C3), a Bill of Quantities (C2), and relevant Health and Safety specifications.</p>

<b>Clause number</b>	<b>Tender Data</b>
	<p>5. <b>Capability Verification:</b> Prior to the issuance of a Task Order, the Employer will verify the tenderer’s current capacity. This includes confirming the availability of key personnel (e.g., Trade Tested Electrician) and essential plant (e.g., Cherry Picker).</p> <p>6. <b>Refusal/Failure of Work:</b> Should a ranked tenderer decline a Task Order or fail the capability verification, the Employer will bypass that firm and offer the work to the next-ranked tenderer in the rotation. The bypassed firm will be moved to the bottom of the rotation list for the subsequent Task Order issuance.</p>
	<p><b>TENDER AWARD</b></p> <p><b>A. Award Principle:</b> The tenderer obtaining the highest total points will be ranked 1st in the framework rotation, followed by the 2nd and 3rd, unless the Employer determines an Objective Criteria that justify an alternative ranking (as detailed in the 'Objective Criteria' clause of the Tender Data).</p> <p><b>B. Comparative Basis:</b> For evaluation purposes, points are calculated after all financial offers are brought to a comparative basis using the Representative Basket of Works (Part C2.2).</p> <p><b>C. Precision:</b> All scores are rounded to the nearest two decimal places.</p> <p><b>D. Tie-Breaker 1 (Specific Goals):</b> If total points are equal, the tenderer with the highest total points for Specific Goals will be ranked higher.</p> <p><b>E. Tie-Breaker 2 (Functionality):</b> If points are still equal, the tenderer with the highest Functionality/Quality score will be ranked higher.</p> <p><b>F. Final Tie-Breaker (Lottery):</b> Should two or more tenders remain equal in all respects (Total Points, Specific Goals, and Functionality), the final ranking order shall be decided by a public drawing of lots facilitated by the Accounting Officer or their delegate.</p> <p><b>G. Notice of Award:</b> Successful and unsuccessful tenderers will be notified in writing once the Accounting Officer has approved the Bid Adjudication Committee (BAC) recommendation.</p> <p><b>ADDITIONAL CONDITIONS OF TENDER</b></p> <p><b>A. Joint Venture</b> Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p><b>B. Costs incurred by Bidder.</b></p>

Clause number	Tender Data
	<p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p><b>C. Acceptance of Bid</b></p> <p>The Employer does not bind itself to accept the lowest or any Tender subject to the provisions of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and its 2022 Regulations.</p> <p><b>D. Withdrawal of Tender during validity or Failure to sign Contract Agreement at Award</b></p> <p><b>Should a Tenderer</b></p> <p>a) Withdraw his Tender during the period of its validity; <u>or</u></p> <p>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></p> <p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;</p> <p><b>then the Tenderer shall be liable for and pay to the Employer –</b></p> <p>i. All expenses incurred in calling for a fresh Tender, if it should be deemed necessary by the Employer to do so;</p> <p>ii. The difference between a Tender’s tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received;</p> <p>iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be.</p> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer.</p> <p>Pending the ascertainment of the amount of the Tenderer’s liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer’s default.</p> <p>Provided always that the Employer may exempt a Tenderer from the provisions hereof if it is of the opinion that the circumstances justify such exemption.</p>

Clause number	Tender Data
	<p><b>E. Repudiation of Tender or Invalidation of Contract</b></p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member, or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <ul style="list-style-type: none"> <li>a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract;</li> <li>b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer’s favour;</li> <li>c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company:</li> <li>d) to refrain from Tendering for this Contract;</li> <li>e) as to the amount of the Tender to be submitted by either party;</li> <li>f) has disclosed to any other person, firm, or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid.</li> </ul> <p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p><b>F. South African Jurisdiction</b></p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.</p> <p>Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p><b>G. Amendments to Tender by Employer</b></p> <p><b>a) Arithmetical Errors</b></p> <p>The Employer shall correct arithmetical errors in accordance with Clause 5.9 of the CIDB Standard for Uniformity (2019);</p> <ul style="list-style-type: none"> <li>i. Where there is a discrepancy between the unit rate and the line-item total, the unit rate shall govern, and the line-item total shall be corrected.</li> <li>ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected.</li> </ul>

Clause number	Tender Data
	<p>Where there is an obvious gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices.</p> <p><b>b) Imbalance in Tender Rates</b></p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p> <p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p> <p><b>c) Tenderer Acceptance</b></p> <p>The Tenderer shall, upon request, confirm in writing their acceptance of the corrected prices. Failure to accept the corrected total price within the stipulated timeframe shall result in the tender being deemed non-responsive</p> <p><b>H. Confidentiality and POPIA</b></p> <p>By submitting this tender, the Tenderer consents to the Employer processing their personal and business information for the purposes of evaluation, award, and contract administration in accordance with the Protection of Personal Information Act (Act 4 of 2013).</p> <p>The Employer shall maintain the confidentiality of all proprietary technical and financial information provided by the Tenderer, disclosing such information only as required by the MFMA, PAIA (Promotion of Access to Information Act), or other applicable legislation</p>



**KAI! GARIB LOCAL MUNICIPALITY**

**TENDER NO:** .....

**PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

**T2 RETURNABLE DOCUMENTS**

**T2.1 LIST OF RETURNABLE DOCUMENTS**

**A. Documentation to demonstrate eligibility to have tenders evaluated.**

The required documentation as listed in **Clause 4.1 of T1.2 Tender Data**, must be submitted along with the tender for determining the eligibility of the tender.

**Failure to comply with the eligibility criteria above (A) shall result in the tenderer's tender not being evaluated.**

**B. Returnable schedules required for tender evaluation purposes.**

The tenderer must complete the following returnable schedules as relevant, which are attached here with the tender documents.

1. MBD 1 - Invitation to Bid
2. MBD 4 - Declaration of Interest
3. MBD 6.1 – Preference Points claim form.
4. Samples of CSC000 sector coders Sworn Affidavits- A. EMEs and B. QSES (For tenderers with no B-BBEE Certificates)

5. CSD report Annexure
6. Tender's certificates Annexure
7. Resolution for Signatory
8. Certificate of Joint Ventures
9. Schedule 1: Experience of the Contractor
10. Schedule 2: Key Personnel for Construction
11. Schedule 3: Plant and Equipment
12. Schedule 4: Locality Of the Tenderer's Firm
13. Labour-Intensive Compliance Declaration Template
14. Safety Compliance Documentation
15. Schedule of Rates (C2.2)

**C. Other documents contained herein in the tender documents required for tender evaluation purposes as listed below.**

1. Record of Addenda to Tender Documents
2. Proposed Amendments and Qualifications

**D. Documentation that will be used for evaluation and to incorporate into the contract, if the tender offer results in an award.**

1. The offer portion of C1.1 Form of offer and acceptance.
2. Part 2 of C1.2 Contract data relevant to the tenderer
3. C2.2 Schedule of Rates

**T2.2 RETURNABLE SCHEDULES**

**1. PART A – INVITATION OF BID**

**MBD 1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION	PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

<p><b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
 YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  
 YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
 YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
 YES  NO

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 BELOW.**

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<p><b>1. BID SUBMISSION:</b></p>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b></p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p>

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

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**2. MBD 4 - BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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


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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However,

communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, or prices, including methods, factors, or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

\_\_\_\_\_

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

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

### 3. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PROCUREMENT REGULATIONS 2017

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

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

---

#### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this bid are allocated as follows:

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

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

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

## 2. DEFINITIONS

- (a) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money bided 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) **“bid for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

#### 80/20

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

Where

- P<sub>s</sub> = Points scored for the price of the bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

- b. any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
B-BBEE STATUS LEVEL (Specific Goals)	10	
Who are women (51% or more)	3	
Who has disability (51% or more owned)	2	
Who is a youth (18 to 35 years) (51% or more owned)	5	
<b>Total scored points</b>	<b>20</b>	

**Note:** Points for Women, Disability, and Youth will be verified strictly against the Central Supplier Database (CSD) Summary Report. Tenderers must ensure their CSD profile is updated and reflects the correct shareholding percentages and demographic data at the time of tender closure. Disability claims must be supported by a medical certificate or SASSA letter.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number:  
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

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

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

**4. SAMPLES OF GENERIC SECTOR CODERS SWORN AFFIDAVITS- A. EMES AND B. QSES (FOR TENDERERS WITH NO B-BBEE CERTIFICATES SWORN AFFIDAVIT - TEMPLATES**

**(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)**

**NB: CHOOSE ONE i.e. EME or QSE!!!!)**

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended

Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_% Black Owned
- The Enterprise is \_\_\_\_\_% Black woman Owned
- The Enterprise is \_\_\_\_\_% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
  - o Black Youth % \_\_\_\_\_%
  - o Black Disabled % \_\_\_\_\_%
  - o Black Unemployed % \_\_\_\_\_%
  - o Black People living in Rural areas % \_\_\_\_\_%
  - o Black Military Veterans % \_\_\_\_\_%

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

Contractor / Consultancy	R10 million	
Supplier	R10 million	

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

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

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

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

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

\_\_\_\_\_  
Commissioner of Oaths

Signature & stamp

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

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

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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

Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_% Black Owned
- The Enterprise is \_\_\_\_\_% Black Female Owned
- The Enterprise is \_\_\_\_\_% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
  - o Black Youth % \_\_\_\_\_%
  - o Black Disabled % \_\_\_\_\_%
  - o Black Unemployed % \_\_\_\_\_%
  - o Black People living in Rural areas % \_\_\_\_\_%
  - o Black Military Veterans % \_\_\_\_\_%

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

Contractor / Consultancy services	R50 million	
Supplier	R50 million	

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

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

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

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

Deponent

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

---

Commissioner of Oaths  
Signature & stamp  
Date:

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

(ATTACH HERE)

**6. VALID CERTIFICATES OF A TENDERER**

(ATTACH HERE)

**7. RESOLUTION FOR SIGNATORY**

**A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

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

An example is given below:

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

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

sign all documents in connection with the tender for Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

**WITNESSES:**

<b>DIRECTOR (NAMES)</b>		SIGNATURE	
<b>DIRECTOR (NAMES)</b>		SIGNATURE	
<b>DIRECTOR (NAMES)</b>		SIGNATURE	
<b>DIRECTOR (NAMES)</b>		SIGNATURE	
<b>DIRECTOR (NAMES)</b>		SIGNATURE	

<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	

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

**8. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

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

<b>PROJECT TITLE</b>	
----------------------	--

<b>SCMU NUMBER</b>	
--------------------	--

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

**9. EVALUATION SCHEDULE 1: CONTRACTOR EXPERIENCE (40 points)**

**a) Requirements Description: Track Record in Electrical Infrastructure**

The Tenderer must demonstrate a proven track record in the successful execution and completion of Electrical Infrastructure Projects. To be considered "relevant," projects must have been completed within the last seven (7) years and must fall within the following scope:

- **LV/MV Electrification:** Reticulation, household connections, and associated network hardening.
- **Distribution Infrastructure:** Construction or refurbishment of overhead lines and underground cabling (11kV to 66kV).
- **Substation Works:** Installation, testing, and commissioning of primary and secondary substation equipment.
- **Public Lighting:** Installation and maintenance of high-mast lighting and street lighting infrastructure.

**Important Requirements for Submissions:**

- **Role:** The Tenderer must have acted as the Principal Contractor or Lead Electrical Sub-Contractor. Proof of their specific role (e.g., scope of work pages from the previous contract) must be included.
  - **Recency:** Projects completed prior to 2019 (7 years from the current date) will not be considered for scoring.
1. **Verification:** The Employer reserves the right to contact the previous client directly to verify the scope of work performed.

**b) Points Scoring**

1. The scoring of the Tenderer’s experience will be as follows:

Sub-Criteria	Max Pts	Scoring Band
<b>1. Volume of Experience</b>	<b>20</b>	<b>Based on number of completed electrical infrastructure projects.</b>
• Less than 3 projects	0	Non-responsive
• 3 to 5 projects	10	—
• 6 to 8 projects	15	—
• 9 or more projects	20	—
<b>2. Scale of Experience</b>	<b>20</b>	<b>Based on the highest value of a single completed project.</b>
• Below R 2 million	0	Non-responsive
• R 2 million to < R 5 million	10	—
• R 5 million to < R 10 million	15	—

• R 10 million and above	20	—
<b>TOTAL</b>	<b>40</b>	

**c) Means of Verification**

Tenderers must submit the "Trinity of Evidence" for each project claimed:

1. **Appointment Letter:** Clearly stating the scope of works and the role of the tenderer (Principal Contractor or Lead Sub-contractor).
2. **Signed Reference Letter:** On the Client’s official letterhead, confirming the project value, duration, and the contractor's performance.
3. **Completion Certificate:** Either Practical or Final Completion.

**Important Notes for Evaluation:**

- **Certification:** All certificates must be certified copies (not older than 3 months) or original documents.
- **Stage 5 Clarification:** Practical Completion Certificates (Stage 5) are acceptable, provided they are signed by the Client/Employer’s authorized representative and confirm that the infrastructure has been successfully tested, energized, and handed over for operational use.
- **Exclusions:** Projects without a corresponding completion certificate will be disregarded. Unsigned certificates, "letters of intent," or certificates from the bidder's own internal project managers are not acceptable.
- **Right of Audit:** The Municipality reserves the right to contact the client signatory on the reference letter and completion certificate to verify the authenticity of the project claims.

**d) Listing of Completed Projects**

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

**Schedule of Completed Projects**

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Employer		
			Started	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
1.							
2.							
3.							
4.							
5.							

**NB:** Tenderers should bear in mind that claims about the number of projects completed and the respective values will be verified in a number of ways, including contacting references. Kai!Garib Local Municipality reserves the right to verify all information presented by the tenderer.

Tender No: .....

Initials: .....

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

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

Signature .....Date:.....

Name and Surname:.....Position:.....

Enterprise Name:.....

## 10. EVALUATION SCHEDULE 2: KEY PERSONNEL EXPERIENCE (30 points)

### a) Requirements Description

The Tenderer must demonstrate that the personnel assigned to this framework possess the requisite academic qualifications, professional registrations, and technical experience. Points are allocated based on the availability and competence of the Site Agent, Electrician, and OHS Officer.

The Key Personnel Requirement Profile:

Key Personnel	Requirement
<b>Site Agent (Category 2)</b>	The Tenderer must propose a <b>Site Agent</b> who will serve as the primary technical point of contact for the Municipality's Project Manager. This individual is responsible for project planning, site supervision, health and safety compliance, and the technical accuracy of the works executed under each Task Order.
<b>Electrician</b>	The Tenderer must propose a qualified Artisan Electrician who will serve as the technical lead for on-site execution, safety testing, and the formal certification of works. The individual must be a Competent Person as defined by the Occupational Health and Safety Act (Act 85 of 1993) and the Electrical Installation Regulations. The requirement is twofold: <ol style="list-style-type: none"> <li>1. <b>Technical Competence:</b> Proven through a nationally recognized trade qualification.</li> <li>2. <b>Statutory Authority:</b> Proven through a valid registration to "sign off" on electrical installations within a municipal (three-phase) grid environment.</li> </ol>
<b>Safety Officer</b>	The Tenderer must propose a dedicated Construction Health and Safety Officer responsible for developing, implementing, and monitoring the Health and Safety Plan for all Task Orders. In accordance with the Occupational Health and Safety Act (Act 85 of 1993) and Construction Regulation 8(5), the individual must be professionally registered and in good standing with the authorized body.

### b) Means of Verification (MOV)

Points will only be awarded if the following documents are submitted for each proposed staff member:

Personnel Role	Required Documents (MOV)	Verification Purpose
----------------	--------------------------	----------------------

1. Site Agent	<ul style="list-style-type: none"> <li>Certified Nat. Diploma (NQF 6) or N6 (NQF 5) + CV (detailing 5+ yrs exp) + Signed Letter of Commitment</li> </ul>	Verify technical seniority & project management capability.
2. Electrician	<ul style="list-style-type: none"> <li>Certified Red Seal Trade Test + Valid DoEL (IE/MIE) Registration + Certified ID + Signed Letter of Commitment.</li> </ul>	Verify legal authority for 3-phase COC issuance.
3. OHS Officer	<ul style="list-style-type: none"> <li>Valid SACPCMP Registration (CHSO/CHSA) + Certified OHS Qualification (NQF 5/SAMTRAC) + CV + Letter of Commitment.</li> </ul>	Verify statutory compliance per CR 8(5).

**General Compliance for Key Personnel:**

- **Certification:** All certified copies must be original certifications by a Commissioner of Oaths, dated within three (3) months of the tender closing date.
- **Letters of Commitment:** A signed Letter of Commitment is mandatory for all proposed personnel, regardless of their employment status (full-time or contract). The letter must explicitly state their availability for the full 36-month duration of the Framework Agreement.
- **Exclusion:** Failure to submit any of the mandatory documents listed above will result in the forfeiture of points for that specific personnel role.
- **Verification:** The Employer reserves the right to conduct a telephonic or physical interview with the proposed personnel to verify their technical competency and the veracity of the information provided in their CVs.

**c) Scoring**

To ensure statutory compliance, the Municipality requires all Key Personnel to possess valid, current registrations with the relevant regulatory bodies. All registration numbers provided in the bid will be verified against the official databases of the respective councils (e.g., DoEL, SACPCMP, ECSA) at the time of evaluation. Any registration found to be expired, suspended, or inactive will result in a score of zero (0) for that qualification category.

The scoring of the experience of key person staff will be as per the table below:

Key Personnel Role	Max Pts	Criteria & Scoring Band
<b>1. Site Agent</b>	<b>10</b>	<b>Total for Role</b>
a) Experience	5	<ul style="list-style-type: none"> <li>&lt;5yrs = <b>0 pts.</b></li> <li>5-7yrs = <b>3 pts.</b></li> <li>7+ yrs = <b>5 pts.</b></li> </ul>

b) Qualification/Registration	5	<ul style="list-style-type: none"> <li>• NQF 5 Electrical Engineering or Construction Management = <b>0 pts.</b></li> <li>• NQF 6 Electrical Engineering or Construction Management = <b>3 pts.</b></li> <li>• NQF 7 Electrical Engineering or Construction Management = <b>5 pts.</b></li> </ul>
<b>2. Electrician</b>	<b>10</b>	<b>Total for Role</b>
a) Experience	5	<ul style="list-style-type: none"> <li>• &lt;3yrs = <b>0 pts</b></li> <li>• 3-6yrs = <b>3 pts</b></li> <li>• 6+ yrs = <b>5 pts</b></li> </ul>
b) Qualification/DoEL Auth.	5	<ul style="list-style-type: none"> <li>• No Trade Test = <b>0 pts</b></li> <li>• NQF 5 Red Seal Trade Test + Valid DoEL IE/MIE = <b>3 pts</b></li> <li>• NQF 6+ (N6+) + Red Seal Trade Test + Valid DoEL MIE = <b>5 pts</b></li> </ul>
<b>3. OHS Officer</b>	<b>10</b>	<b>Total for Role</b>
a) Experience	5	<ul style="list-style-type: none"> <li>• &lt;5yrs = <b>0 pts</b></li> <li>• 5-7yrs = <b>3 pts</b></li> <li>• 7+ yrs = <b>5 pts</b></li> </ul>
b) Qualification/SACPCMP	5	<ul style="list-style-type: none"> <li>• NQF 5 (Safety Mgt.) without SACPCMP registration = <b>0 pts</b></li> <li>• NQF 5 (Safety Mgt) + SAMTRAC/SHEMTRAC = <b>3 pts</b></li> <li>• NQF 6 (Safety Mgt) + SAMTRAC + SACPCMP Registration = <b>5 pts.</b></li> </ul>
<b>TOTAL</b>	<b>30</b>	

**d) List of Key Personnel**

Tenderers are requested to list key personnel by completing **SCHEDULE OF KEY PERSONNEL** appended to this schedule on the next page.

<b>SCHEDULE OF KEY PERSONELL</b>				
<b>No</b>	<b>Key Personnel</b>	<b>Name and Surname</b>	<b>Qualifications and Proof of Registration with Professional body</b>	<b>Total Number of years of experience after Qualification</b>
1.	Site Agent (Category 2)			
2.	Electrician (Technical Lead)			
3.	Construction Health and Safety Officer		Qualification:	
			Name of Professional Body:	
			Date Registered:	

Kai!Garib Local Municipality reserves the right to verify all information presented by the tenderer.

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

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

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

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

Enterprise name: \_\_\_\_\_

## 11. EVALUATION SCHEDULE 3: PLANT AND EQUIPMENT OF THE TENDERER'S FIRM (25 points)

### a) Requirements Description

The Tenderer must demonstrate the possession or availability of the necessary plant and equipment to execute electrical infrastructure works. Points are allocated based on the availability and suitability of heavy-duty equipment required for municipal electrical grid maintenance and upgrades, specifically relating to high-mast lighting, substations, and overhead reticulation.

The following Plant & Equipment are required:

Plant/Equipment	Operational Requirement
Cherry Picker (Hydraulic Platform)	Essential for height-related maintenance and installation of high-mast and street lighting.
Crane Truck (Hiab/Hydraulic Crane)	Necessary for the transportation and positioning of electrical poles, transformers, and switchgear.
Testing & Diagnostic Equipment	Required for safety testing, fault finding, and issuance of Certificates of Compliance (e.g., Earth Resistance Testers, Insulation Testers).

Additionally, the Tenderer must possess or have access to calibrated instrumentation required to perform mandatory safety tests as prescribed by SANS 10142-1 (The Wiring of Premises).

The following specific instruments are required:

Instrument Type	Minimum Functional Specification
Insulation Resistance Tester	Minimum 500V/1000V DC range for testing installation circuits.
Earth Continuity/Resistance Tester	Capable of measuring earth fault loop impedance and earth electrode resistance.
True RMS Clamp Meter / Multimeter	CAT III (600V) or CAT IV (300V) rated for industrial/municipal electrical safety.
MV Insulation/Pressure Tester	Capable of testing at <b>5kV or 10kV</b> DC for medium voltage cable testing and transformer integrity.

### b) Means of Verification (MOV)

To earn the points allocated for Plant and Equipment, the tenderer must provide the following documentation for each item claimed:

- **Proof of Ownership:** Certified copies of NATIS registration documents in the name of the Tenderer (or lead partner if a JV).
- **Proof of Lease/Rental:** A signed lease agreement or a formal letter of intent from a reputable plant hire company confirming availability for the duration of the framework agreement.
- **Proof of Calibration:** For Testing & Diagnostic Equipment, a valid calibration certificate (not older than 12 months) from an accredited laboratory.

**c) Scoring**

Plant/Equipment	Max Pts	Criteria & Scoring Band
1. Cherry Picker	10	<ul style="list-style-type: none"> <li>• &lt; 10m height = <b>0 pts</b></li> <li>• 10m–15m = <b>3 pts</b></li> <li>• 15m+ = <b>5 pts</b></li> </ul>
2. Crane Truck	10	<ul style="list-style-type: none"> <li>• No Crane Truck = 0 pts</li> <li>• 5-ton crane capacity = 3 pts</li> <li>• 8-ton+ = 5 pts</li> </ul>
3. Testing Equipment	5	No calibrated gear (0 pts); Partial kit (3 pts); Full set (Insulation, Earth, Loop) + Valid Calib. (5 pts).
<b>TOTAL</b>	<b>25</b>	

**12. EVALUATION SCHEDULE 3: LOCALITY (5 points)**

**a) Requirement Description**

The Locality criterion is designed to optimize logistical efficiency, minimize travel time, and ensure that the appointed service provider is positioned to provide sustainable service delivery. Points are allocated based on the proximity of the contractor’s Primary Operational Office from which the Key Personnel will coordinate and deploy to the Municipality’s main administrative hub. This physical presence must be active and fully functional for the duration of the 36-month framework agreement.

**b) Means of Verification (MOV)**

To earn the points allocated for Locality, the tenderer must submit the following as part of their functionality submission:

- **Proof of Office:** A recent municipal utility account (not older than 3 months) or a valid, signed lease agreement in the name of the tendering entity for the office location.
- **Operational Declaration:** A signed statement by the Director confirming that the proposed Key Personnel are stationed at/operate out of this specific office.
- **Proximity Statement:** A signed declaration confirming the driving distance (in km) from the primary operational office to the Municipal Head Office.

**c) Functionality Scoring Matrix**

Points are allocated on a tiered basis to prioritize proximity to the Kai! Garib Local Municipality and the ZF Mgcawu District. The maximum available point for this schedule is 5 points.

Locality Tier	Geographic Definition	Points
Tier 1: Local	Main or Branch Office located within Kai! Garib Local Municipality.	5
Tier 2: District	Main or Branch Office located within ZF Mgcawu District (outside Kai! Garib).	3

Tier 3: Provincial	Main or Branch Office located within the Northern Cape Province.(outside ZFM Region)	2
Tier 4: National	Office located outside the Northern Cape Province.(in RSA)	0

**Note:** The Employer (Kai! Garib Municipality) reserves the right to conduct a physical site inspection of the premises prior to the final award or during the Task Order stage to verify the status of the office and its capacity to support the framework.

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

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

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

Enterprise name: \_\_\_\_\_

### 13. Returnable Schedule: Labour-Intensive Compliance Declaration Template

#### Declaration of Labour-Intensive Compliance

*(To be completed by the Contractor for each Task Order)*

**Task Order Number:** \_\_\_\_\_ **Project Description:** \_\_\_\_\_

**Reporting Period:** \_\_\_\_\_

Description of Labour-Intensive Activity	Total Person-Days Planned	Total Person-Days Achieved
Manual Trenching		
Pole Hole Excavation		
Cable Pulling / Laying		
Site Clearing		
TOTAL		

Compliance Statement:

I, the undersigned, in my capacity as \_\_\_\_\_ (Title), hereby declare that:

The labour-intensive works identified above were carried out by local labour sourced from the Kai! Garib Local Municipality area.

The total person-days achieved for this Task Order represents \_\_\_\_\_% of the total labour-intensive scope, meeting the target requirement of 50%.

All local labourers listed in the attached daily registers have been remunerated in accordance with the Department of Employment and Labour's sectoral determination.

Attached to this declaration are the certified daily labour registers and signed payroll records for the period indicated.

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

#### 14. Safety Compliance Documentation

Tenderers are required to submit the following documentation as part of their submission for the Framework Agreement. Failure to provide these may result in the bid being deemed non-responsive:

1. **Health and Safety Plan:** A project-specific Health and Safety Plan that complies with the Occupational Health and Safety Act (Act 85 of 1993) and its Construction Regulations.
2. **Letter of Good Standing (COIDA):** A valid, original, or certified copy of the Contractor's Letter of Good Standing issued by the Compensation Commissioner.
3. **Competency Certificates:** Proof of formal qualifications and valid registrations for all key personnel (e.g., Wireman's License for Electricians, Installation Electrician/Master Installation Electrician registration with the Department of Employment and Labour).
4. **Proof of Professional Indemnity/Public Liability Insurance:** Evidence of valid insurance cover for the specific type and scale of electrical work to be performed.
5. **Safe-Work Procedures:** A high-level description of the Contractor's standard safe-working procedures for medium-voltage switching, isolation, and earthing (as required for substation works).

## 15. Schedule of Rates (C2.2)

**Table 1: Representative Basket of Works**

Item	Description of Activity	Unit	Est. Qty (Annual)	Rate	Total Amount (Qty*Rate)
<b>1</b>	<b>PRELIMINARIES &amp; GENERAL (P&amp;G)</b>				
1.1	Site Establishment (< 14 days)	Sum	10		
1.2	Site Office & Security (> 14 days)	Month	2		
<b>2</b>	<b>POLES &amp; STRUCTURES</b>				
2.1	7m Wooden Pole (1.3m embedment)	No.	20		
2.2	9m Wooden Pole (1.5m embedment)	No.	20		
2.3	11m Wooden Pole (1.8m embedment)	No.	10		
<b>3</b>	<b>TRANSFORMERS (SANS 780)</b>				
3.1	50 kVA Transformer	No.	2		
3.2	100 kVA Transformer	No.	2		
3.3	200 kVA Transformer	No.	2		
<b>4</b>	<b>MINISUBSTATIONS (IP54)</b>				
4.1	315 kVA Mini substation	No.	1		
4.2	500 kVA Mini substation	No.	1		
4.3	630 kVA Mini substation	No.	1		
4.4	1000 kVA Mini substation	No.	1		
<b>5</b>	<b>CABLES &amp; CONDUCTORS</b>				
5.1	ABC 70mm <sup>2</sup> 4-core (Overhead)	m	1000		
5.2	95mm <sup>2</sup> 11kV XLPE (Underground)	m	100		
5.3	10mm <sup>2</sup> Concentric (Service)	m	500		
<b>6</b>	<b>HOUSEHOLD &amp; LV RETICULATION</b>				
6.1	Ready board Installation	No.	50		
<b>7</b>	<b>LABOUR &amp; PLANT (Hours/Days)</b>				
7.1	Electrician (Master)	Hr	200		
7.2	General Worker	Hr	500		
7.3	Crane Truck	Day	10		
7.4	TLB / Excavator	Day	10		
<b>8</b>	<b>MATERIAL PROCUREMENT</b>				

Item	Description of Activity	Unit	Est. Qty (Annual)	Rate	Total Amount (Qty*Rate)
8.1	Handling & Management Fee	%	1		

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

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

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages if more space is required.

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

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

Tenderer \_\_\_\_\_

### 17. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

*Tenderer*



**KAI! GARIB LOCAL MUNICIPALITY**

**TENDER NO.....**

**PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

**THE CONTRACT**

Based on

General Conditions of Contract for Construction Works, Fourth Edition, 2025 (GCC 2025)

**PART C1: AGREEMENTS AND CONTRACT DATA**

- **C1.1 Form of Offer and Acceptance**
- **C1.2 Contract Data**
  - *C1.2.1 Conditions of Contract*
  - *C1.2.2 Part A: Data provided by the Employer*
  - *C1.2.3 Part B: Data provided by the Contractor*
- **C1.3 Occupational Health and Safety (Section 37.2 Agreement)**
- **C1.4 Performance Guarantee**

## C1.1 FORM OF OFFER AND ACCEPTANCE

### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the appointment to a Panel of Electrical Contractors.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto, and by submitting this Offer, agrees to be appointed to the Panel of Electrical Contractors for the provision of infrastructure maintenance and upgrades.

The Tenderer offers to perform the work as and when instructed by the Employer via a formal Task Order, in accordance with the terms and conditions of the General Conditions of Contract for Construction Works (GCC 2025) and at the rates provided in the Schedule of Rates (C2.2) and the Preliminaries & General (P&G) Schedule (C2.3), which are attached hereto and form an integral part of this Offer.

The Tenderer acknowledges and agrees that the appointment to this Panel does not constitute a guarantee of any specific volume, value, or frequency of work, and that the Employer is under no obligation to issue Task Orders to any appointed Tenderer.

Signature \_\_\_\_\_

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

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

Capacity: \_\_\_\_\_

**For the tenderer:**

Name & signature of witness:

Date:

\_\_\_\_\_

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer accepts the Tenderer's Offer to be admitted to the Framework Agreement / Panel. In consideration thereof, the Employer shall pay the Contractor the amount due for specific works as defined in individual Task Orders, calculated in accordance with the General Conditions of Contract for Construction Works (GCC 2025) and the Pricing Data. Admission to this panel does not guarantee the allocation of any work. Admission to this panel does not guarantee the allocation of any work. The validity of this agreement shall correspond to the term of the Framework Agreement, as specified in the Contract Data.

The terms of the contract are contained in:

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

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

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

The Contractor shall, within two weeks of receiving a completed copy of this agreement (including the Schedule of Deviations, if any), contact the Engineer (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance, and any other documentation to be provided in terms of the conditions of contract. Failure to fulfill 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 Contractor receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Contractor notifies the Employer in writing of any reason why they cannot accept the contents of this agreement within five working days of the date of such receipt, this agreement shall constitute a binding contract between the Parties.

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

Name(s) Mr. Obakeng Isaacs

Capacity Municipal Manager

For the Kai! Garib Local Municipality  
Employer

**Schedule of Deviations**

**1 Subject:** Additional Conditions: Tender Data

**Details:** Reference is made to the additional Conditions as reflected in the Tender Data: Part T1 of this document to be noted by the Tenderer and will form part of the contract as reflected in this schedule. The additional conditions are as follows;

Condition D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award

Condition E. Repudiation of Tender or Invalidation of Contract

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

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.



**KAI! GARIB LOCAL MUNICIPALITY**

**TENDER NO** : .....

**PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

**C1.2 CONTRACT DATA**

The Conditions of Contract are the General Conditions of Contract for Construction Works, Fourth Edition, 2025 (GCC 2025), published by the South African Institution of Civil Engineering (SAICE). This document is not bound in this tender, and the Contractor is deemed to have acquired and be fully conversant with its contents. Each item of data given below is cross-referenced to the clause in the GCC 2025 to which it mainly applies

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

Clause	Description	Data / Requirement
1.1	Definitions	The definitions in the GCC 2025 shall apply. In addition, for the purposes of this Framework Agreement, the specific definitions set out in <b>Annexure A: Definitions and Interpretation</b> shall apply.  <b>Note:</b> In the event of a conflict between these definitions and the GCC 2025, the definitions provided in Annexure A shall prevail.
1.1.1.13	The Employer	The Employer is Kai! Garib Local Municipality Physical Address: 09 Main Road, Keimoes, 8860 Postal Address: Private Bag X6, Kakamas, 8870 Telephone: 054 461 6400 Email:
1.1.1.14	The Engineer	The Municipal Official or Consultant holding the designation of Engineer, or such other person as the Employer may appoint in writing for specific Task Orders  The 'Engineer' for any individual Task Order shall be the person duly authorized by the Employer in the written Task Order

		document. The Employer reserves the right to appoint different Engineers for different Task Orders based on the technical expertise required.
1.1.1.15	The Works	The Works are as defined in the Scope of Work (Part C3) and as further specified in individual Task Orders issued by the Engineer.
1.1.1.18	Contractual Currency	The currency in which the contract price is payable is South African Rand (ZAR).
5.3.1	Time to Commence	The Contractor shall commence the Works within 10 calendar days from the date of the written issuance of a signed Task Order.
5.13.1	Penalty for Delay	If the Contractor fails to complete the Works within the time period stipulated in the Task Order, the Contractor shall be liable to pay Delay Damages to the Municipality at a rate of <b>R 1,000.00</b> per calendar day for each day that the work remains incomplete beyond the agreed practical completion date. The total amount of such damages shall not exceed 10% of the value of the specific Task Order
6.2	Security	<p><b>a. Requirement:</b> The Contractor shall provide a Performance Guarantee to the Municipality equal to <b>10%</b> of the total value of the individual Task Order (if the value of the Task Order exceeds R 500,000.00).</p> <p><b>b. Format:</b> The Guarantee shall be in the form of an irrevocable bank guarantee or a bond from a registered insurance company, strictly in accordance with the standard format provided in the Tender Document (Section C1.4).</p> <p><b>c. Submission Deadline:</b> The Contractor must submit the original Performance Guarantee to the Municipal Project Manager within <b>14 calendar days</b> of the official signing of the relevant Task Order.</p> <p><b>d. Validity:</b> The Performance Guarantee shall remain valid until the date of the Certificate of Completion for that specific Task Order.</p> <p><b>e. Failure to Provide:</b> Should the Contractor fail to provide the required Guarantee within the specified timeframe, the Municipality shall have the right to withhold payments due on the Task Order until the guarantee is submitted.</p>
6.4.1	Defect Liability Period	The Defects Liability Period is 12 months from the date of the Certificate of Completion.
6.5.1	Retention Money	The Employer shall retain 10% of each progress payment, up to a maximum of 5% of the total Task Order value, as security for the correction of defects during the Defects Liability Period.
8.6	Insurance Requirements	The Contractor shall effect and maintain Contract Works Insurance for the full value of each Task Order, plus a 10% allowance for professional fees, and Public Liability Insurance with a minimum limit of indemnity of R 5,000,000.00 per occurrence.
10.5	Dispute Resolution	Disputes shall be settled through Adjudication in accordance with the GCC 2025 procedures. If the dispute remains unresolved, it shall be referred to arbitration.
10.5.2	Adjudication Board	The Adjudication Board shall consist of a single member to be appointed by the Chairperson of the Association of Arbitrators (Southern Africa) if the parties cannot agree.

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

Clause	Description	Data / Requirement to be filled by Contractor
1.1.1.13	The Contractor	<p><b>a. The Name of the Company is:</b></p> <p>_____</p> <p><b>b. The Company Registration number is:</b></p> <p>_____</p> <p><b>c. The company Legal Entity Type is:</b></p> <p>_____</p>
1.1.1.13	Contact Details	<p><b>Company Physical Address:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p><b>Company Postal Address:</b></p> <p>_____</p> <p>_____</p> <p><b>Company Telephone:</b></p> <p>_____</p> <p><b>Company Email:</b></p> <p>_____</p>
4.3	Health and Safety (Section 37.2 Agreement)	The Contractor acknowledges and accepts the terms of the Occupational Health & Safety (Section 37.2) Agreement as provided in the Tender Document and commits to ensuring that all work

		<p>performed under this Framework complies with the OHS Act 85 of 1993.</p> <p><input type="checkbox"/> tick/cross with X.</p>						
6.2	Performance Guarantee	<p>The Contractor hereby elects to provide the following security instrument in accordance with Clause 6.2 of the Contract Data:</p> <table border="1"> <thead> <tr> <th>Item</th> <th>Security Instrument</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td>Bank Guarantee</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Insurance Bond</td> </tr> </tbody> </table> <p>Name of Financial Institution: _____</p> <p><b>Note:</b> The Tenderer must place an "X" in the selection box above and provide the name of the financial institution. Proof of the facility or a formal Letter of Intent from the specified institution must be attached to this schedule for the tender to be considered responsive</p>	Item	Security Instrument	<input type="checkbox"/>	Bank Guarantee	<input type="checkbox"/>	Insurance Bond
Item	Security Instrument							
<input type="checkbox"/>	Bank Guarantee							
<input type="checkbox"/>	Insurance Bond							
8.6	Insurance Policies	<p><b>a. Name of Insurer:</b></p> <p>_____</p> <p><b>b. Policy Number (Contract Works):</b></p> <p>_____</p> <p><b>c. Policy Number (Public Liability):</b></p> <p>_____</p>						
10.5.2	Adjudicator	<p>The Contractor proposes the following Adjudicator (if necessary):</p> <p><b>Name:</b> _____</p> <p><b>Contact Details:</b> _____, and</p> <p><b>Professional Affiliation</b> (e.g., Association of Arbitrators/ECSA): _____</p>						

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**C1.2.2.1 CONTRACTOR’S DECLARATION OF COMPLIANCE**

"I/We, the undersigned, duly authorized to represent the Contractor, hereby:

1. **Acceptance of Terms:** Confirm that I/We have read, understood, and accept all the conditions, requirements, and responsibilities set out in the GCC 2025 General Conditions of Contract, the Contract Data, the Scope of Work (Part C3), and the Site Information (Part C4).
2. **Financial Capability:** Confirm that the Contractor possesses the necessary financial capacity, credit facilities, and insurance policies (as detailed in Part One, Clause 8.6) to execute the Works and provide the required Performance Guarantees (Part One, Clause 6.2).
3. **Operational Readiness:** Confirm that the Contractor is fully equipped to deploy the necessary resources (i.e., personnel, 4x4 vehicles, and equipment) within 10 days of the issuance of a Task Order.
4. **Occupational Health & Safety:** Acknowledge and accept the obligations under the Section 37.2 Agreement and commit to maintaining full compliance with the OHS Act 85 of 1993 throughout the duration of the framework.
5. **Accuracy of Information:** Certify that all information provided in this tender submission is true, accurate, and complete in every respect.

Executed at: \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**For and on behalf of the Contractor:**

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

Signature: \_\_\_\_\_ Company Stamp: \_\_\_\_\_

### **C1.2.3 Special Conditions of Contract (SCC)**

#### **SCC 1: Framework Task Order Governance**

1.1. Notwithstanding the provisions of the GCC 2025, the Employer shall procure the construction works through a series of "Task Orders" issued to the Framework Panel of Contractors.

1.2. Each individual Task Order issued shall constitute a binding agreement between the Employer and the Contractor, incorporating by reference all terms, conditions, and specifications contained in this Framework Agreement and the GCC 2025.

1.3. For the purposes of GCC Clause 1.1.1.15, "The Works" shall refer to the specific scope, quantities, and location described in each individual Task Order.

1.4. For the purposes of GCC Clause 5.3, the "Commencement Date" for any Task Order shall be the date stipulated in the written Task Order instruction, and the "Time for Completion" shall be the specific period defined therein.

1.5. All rights, obligations, and liabilities under the GCC 2025 shall apply to each Task Order as if it were a standalone project contract.

#### **SCC 2: Appointment of the Engineer**

2.1. For the purposes of Clause 1.1.1.14, the "Engineer" for any individual Task Order shall be the person duly authorized by the Employer in the written Task Order document. The Employer reserves the right to appoint different Engineers for different Task Orders based on the technical expertise required.

#### **SCC 3: Pricing and Adjustment Mechanisms**

3.1 The rates submitted in the Pricing Data (Part C2) shall remain fixed for the first 12 months of the Framework Agreement.

3.2 Thereafter, any price adjustments shall be limited to CPI (Consumer Price Index) increases, subject to prior written approval by the Employer, provided the Contractor submits verifiable cost-increase data.

**SCC 4: Conflict of Interest and Task Allocation**

4.1 Task Orders will be issued based on a 'rotational' basis, technical expertise required, and the Contractor's current capacity.

4.2 In the event of a critical emergency (e.g., immediate network failure), the Employer reserves the right to issue a Task Order to the Contractor best placed to respond immediately, irrespective of the standard rotation.

**SCC 5: Communication and Reporting**

5.1 All official communications, Task Order instructions, and Payment Certificates shall be transmitted via a centralized Municipal email address designated by the Employer.

5.2. Failure by the Contractor to submit monthly progress reports shall entitle the Employer to withhold the next progress payment.



**KAI! GARIB LOCAL MUNICIPALITY**

**TENDER NO** : .....

**PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

**C1.3 OCCUPATIONAL HEALTH & SAFETY (SECTION 37.2 AGREEMENT)**

### C1.3: OCCUPATIONAL HEALTH & SAFETY (SECTION 37.2 AGREEMENT)

#### 1. Purpose

This Agreement is entered into in accordance with Section 37(2) of the Occupational Health and Safety (OHS) Act 85 of 1993. Its purpose is to record the arrangements and procedures between the Kai! Garib Local Municipality (the "Client") and the Contractor to ensure compliance with the Act during the execution of work under this Framework Agreement.

#### 1. Obligations of the Contractor

By signing this agreement, the Contractor acknowledges and agrees that:

- **Legal Responsibility:** The Contractor is an "Employer" in their own right and accepts full responsibility for compliance with all provisions of the OHS Act and its Regulations.
- **Safety Management:** The Contractor shall prepare a site-specific Health and Safety Plan for every Task Order issued. This plan must be approved by the Municipal Health and Safety Officer before any personnel or equipment are deployed to the site.
- **Competency:** The Contractor shall ensure that all employees, sub-contractors, and representatives are adequately trained, competent, and supervised at all times.
- **Incident Reporting:** The Contractor shall immediately notify the Municipality of any "reportable incidents" as defined in the Act and participate in all investigations into the cause of such incidents.

#### 2. Obligations of the Municipality

The Municipality reserves the right to:

- **Audit and Monitor:** Conduct regular safety inspections of the Contractor's work sites.
- **Stop-Work Authority:** The Municipality's Engineer or Safety Officer has the authority to suspend any activity or Task Order, without penalty to the Municipality, if the Contractor is found to be in breach of safety standards or if the work environment is deemed unsafe.

#### 3. Indemnity

The Contractor hereby indemnifies the Municipality against any claims, loss, damage, or legal costs arising from:

- Failure by the Contractor to comply with the OHS Act.

- Injuries or fatalities occurring on-site due to negligence, lack of safety equipment, or improper work practices.

#### 4. Acceptance

This Section 37.2 Agreement must be signed by the Contractor's duly authorized representative prior to the issuance of the first Task Order. Failure to sign or maintain the required safety standards shall be considered a material breach of this Framework Agreement.

#### The Tenderer

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

Name \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

\_\_\_\_\_  
*(Insert name and address of organisation)*  
Name & signature \_\_\_\_\_ Date \_\_\_\_\_  
of witness \_\_\_\_\_

#### The Employer

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

Name(s) Mr. Obakeng Isaacs

Capacity Municipal Manager

For the Kai! Garib Local Municipality

Employer



**KAI! GARIB LOCAL MUNICIPALITY**

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**PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

**C1.4 PERFORMANCE GUARANTEE**

## C1.4 FORM OF PERFORMANCE GUARANTEE

### PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works (GCC 2025 Edition)

**WHEREAS** Kai! Garib Local Municipality (hereinafter referred to as "the Employer") entered into a Contract with (Name of Contractor) \_\_\_\_\_ (hereinafter referred to as "the Contractor") for the execution of: (Insert Task Order Description/Framework Agreement Number) \_\_\_\_\_ (hereinafter referred to as "the Contract").

**AND WHEREAS** it is provided in the Contract that the Contractor shall provide the Employer with a guarantee by way of security for the due and faithful performance of the Contractor's obligations under the Contract.

**NOW WE, THE UNDERSIGNED,** (Name of Bank/Insurance Company) \_\_\_\_\_, duly authorized by the (Bank/Insurer), \_\_\_\_\_ do hereby undertake and bind ourselves to the Employer as Guarantor and Principal Debtor to pay to the Employer, on demand, the sum of (Amount in Words) \_\_\_\_\_ ([Amount in Figures]), \_\_\_\_\_ being 10% of the Task Order value.

### WE HEREBY AGREE AS FOLLOWS:

- 1. Unconditional Payment:** This Guarantee shall be an on-demand guarantee. The Guarantor shall pay the sum to the Employer upon the Employer's first written demand, without the need for the Employer to prove the breach of contract, and without any objection, deduction, or set-off.
- 2. Irrevocable:** This Guarantee is irrevocable and shall remain in full force and effect until the issue of the Certificate of Completion for the Task Order.
- 3. No Variation:** The Employer and the Contractor shall be free to vary the Contract without the consent of the Guarantor, and this shall not release the Guarantor from any liability under this Guarantee.

4. **Governing Law:** This Guarantee shall be governed by the laws of the Republic of South Africa and shall be subject to the jurisdiction of the courts of South Africa.

SIGNED AT [City] ON THIS [Day] DAY OF [Month] [Year]

AS WITNESSES:

\_\_\_\_\_ (Name and Signature of Witness)

\_\_\_\_\_ (Name and Signature of Witness)

FOR AND ON BEHALF OF THE GUARANTOR:

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

Title: \_\_\_\_\_

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



**KAI! GARIB LOCAL MUNICIPALITY**

**TENDER NO.**.....

**PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

**PART C2: PRICING DATA**

**Table of Contents**

C2.1	Pricing Instructions
C2.2	Schedule of Rate (SoR)

## C2.1 PRICING INSTRUCTIONS

### C2.1.1 Purpose and Basis of the Schedule

The purpose of this Schedule of Rates is to provide a standardized pricing mechanism for the execution of electrical infrastructure projects initiated under this 36-month Framework Agreement.

- **Unit Rates:** All rates entered in the Schedule of Rates shall be inclusive of all costs, including but not limited to labour, transport, plant, equipment, supervision, insurance, overheads, and profit.
- **Currency:** All rates shall be expressed in South African Rand (ZAR) and exclusive of Value Added Tax (VAT).
- **Completeness:** The Contractor shall be deemed to have satisfied themselves as to the correctness and sufficiency of the rates tendered, covering all obligations under the Contract.

### C2.1.2 Supply and Install" Definition

Unless otherwise explicitly stated in the Task Order, all rates for equipment (e.g., Transformers, Minisubs, Poles, Cables, and Ready boards) are "**Supply and Install**" rates.

These rates include:

- Supply, delivery, off-loading, and positioning of the equipment.
- All necessary auxiliary materials (e.g., ferrules, lugs, glands, shrouds, bolts, nuts, and identification tags).
- All required earthing, termination, and connection activities.
- Final testing and commissioning as required to issue a valid Certificate of Compliance (CoC).

### C2.1.3 Material Procurement and Markups

For any material or specialized component required under a Task Order that is not explicitly listed in the Schedule of Rates:

- The Contractor shall be reimbursed at Net Cost + [X]% markup.
- The Municipality reserves the right to audit the original supplier invoice.
- For any single material item exceeding R50,000, the Contractor must obtain and submit three competitive quotes for the Municipality's approval prior to procurement.

#### **C2.1.4 Adjustments and Task Order Usage**

- **Firm Pricing:** The rates submitted in the Schedule of Rates shall be firm and non-adjustable for the initial 12-month period from the date of the Framework Agreement award. No claims for price fluctuations will be entertained during this period.
- **Escalation:** Following the initial 12-month period, rates may be adjusted annually, subject to written application by the Contractor, in accordance with the relevant SEIFSA indices applicable to the electrical engineering industry. Such adjustments shall not be retrospective.
- **Condition Precedent to Payment:** Submission of the 'Trinity of Evidence' as defined in Part C3 (Scope of Work) is a condition precedent to payment. No invoice will be certified by the Engineer unless accompanied by this evidence. Failure to provide such evidence constitutes a material breach of the Task Order obligations and shall result in the suspension of all payment certifications.

#### **C2.1.5 Labour-Intensive Compliance**

- The rates tendered for labour-intensive activities (e.g., manual trenching and general labour) are subject to compliance with the EPWP (Expanded Public Works Programme) guidelines.
- Payment for these items is strictly conditional upon the Contractor providing accurate, certified daily labour registers, ID numbers, and proof of residence for local employees recruited from the municipal wards.

## C2.2 SCHEDULE OF RATE (SOR)

The following table sets out an estimated 'Representative Basket of Works' for a typical annual period. These quantities are provided for **evaluation and comparative pricing purposes only**.

They do not constitute a guarantee of work, nor do they represent the actual volume of work to be ordered. The actual quantities of work to be executed under this Framework Agreement will be determined strictly by individual Task Orders issued by the Engineer as and when the need arises.

**Table 2: Representative Basket of Works**

Item	Description of Activity	Unit	Est. Qty (Annual)	Rate	Total Amount (Qty*Rate)
<b>1</b>	<b>PRELIMINARIES &amp; GENERAL (P&amp;G)</b>				
1.1	Site Establishment (< 14 days)	Sum	10		
1.2	Site Office & Security (> 14 days)	Month	2		
<b>2</b>	<b>POLES &amp; STRUCTURES</b>				
2.1	7m Wooden Pole (1.3m embedment)	No.	20		
2.2	9m Wooden Pole (1.5m embedment)	No.	20		
2.3	11m Wooden Pole (1.8m embedment)	No.	10		
<b>3</b>	<b>TRANSFORMERS (SANS 780)</b>				
3.1	50 kVA Transformer	No.	2		
3.2	100 kVA Transformer	No.	2		
3.3	200 kVA Transformer	No.	2		
<b>4</b>	<b>MINISUBSTATIONS (IP54)</b>				
4.1	315 kVA Mini substation	No.	1		
4.2	500 kVA Mini substation	No.	1		
4.3	630 kVA Mini substation	No.	1		
4.4	1000 kVA Mini substation	No.	1		
<b>5</b>	<b>CABLES &amp; CONDUCTORS</b>				
5.1	ABC 70mm <sup>2</sup> 4-core (Overhead)	m	1000		
5.2	95mm <sup>2</sup> 11kV XLPE (Underground)	m	100		
5.3	10mm <sup>2</sup> Concentric (Service)	m	500		
<b>6</b>	<b>HOUSEHOLD &amp; LV RETICULATION</b>				
6.1	Ready board Installation	No.	50		
<b>7</b>	<b>LABOUR &amp; PLANT (Hours/Days)</b>				
7.1	Electrician (Master)	Hr	200		
7.2	General Worker	Hr	500		

Item	Description of Activity	Unit	Est. Qty (Annual)	Rate	Total Amount (Qty*Rate)
7.3	Crane Truck	Day	10		
7.4	TLB / Excavator	Day	10		
<b>8 MATERIAL PROCUREMENT</b>					
8.1	Handling & Management Fee	%	1		

## C2.3 PRELIMINARIES AND GENERAL (P&G) BREAKDOWN

### C2.3.1 Pricing Instruction

The Contractor is required to provide a comprehensive breakdown of all Preliminaries and General (P&G) costs associated with the execution of Task Orders under this Framework Agreement.

The purpose of this breakdown is to ensure transparency in pricing, facilitate objective evaluation of tender offers, and provide a baseline for the management of Task Order costs. The costs provided herein must be inclusive of all overheads, administrative requirements, risk management, and statutory compliance necessary for the professional execution of the Works.

### C2.3.2 Submission Requirements

The Contractor must populate the template below. The breakdown is categorized into four distinct cost components:

- **Fixed Charges:** One-off costs incurred for the mobilization and de-mobilization of the site.
- **Time-Related Charges:** Ongoing monthly costs required to maintain the site presence, management, and essential equipment for the duration of a Task Order.
- **Risk and Compliance:** Costs associated with statutory requirements, including but not limited to insurance, OHS Act compliance, and testing equipment calibration.
- **Administrative and Profit:** The contractor's margin for off-site overheads and profit, allocated proportionally across the P&G components.

### C2.3.3 Note to Tenderer

All rates and sums entered in this schedule shall be deemed to be fully inclusive of all costs, risks, and obligations set forth in the General Conditions of Contract (GCC 2025), the Scope of Work (Part C3), and the Site Information (Part C4). This includes all overheads, insurance,

and compliance requirements associated with the execution of the Works, regardless of the specific Task Order issued under this Framework Agreement.

<b>Category</b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1. Fixed Charges	Site Establishment & De-establishment	Sum	1		R
2. Time-Related	Monthly Site Management (Agent/Safety/Foreman)	Month	X		R
3. Risk & Compliance	Insurance, OHS Plan, Calibration	Sum	1		R
4. Admin & Profit	Head Office Overhead & Contractor Margin	%	1		R
<b>TOTAL P&amp;G</b>					R



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**PART C3: SCOPE OF WORK**

- C3.1 Description of the Works
- C3.2 Engineering and Construction Requirements
- C3.3 Procurement (Targeted Procurement)
- C3.4 Construction and Management Requirements
- C3.5 Particular Specifications

## **PART C3: SCOPE OF WORK**

### **C3.1 Description of the Works**

#### **C3.1.1 Employer's Objectives:**

The objective is to establish a panel of electrical engineering contractors to provide rapid-response maintenance, refurbishment, and installation of electrical infrastructure to ensure municipal service delivery on an "as-and-when" required basis for a period of 36 months.

The primary goal is to support the Municipality in the delivery, refurbishment, and maintenance of its electrical infrastructure to ensure a safe, reliable, and sustainable electricity supply to all consumers within its jurisdiction.

#### **C3.1.2 Overview of the Works:**

The "Works" shall comprise the execution of electrical infrastructure capital projects (new installations, upgrades, and refurbishments) and maintenance/repair services, as instructed by the Employer via a written Task Order.

The Works are strictly limited to the scope, quantities, and site locations defined within each individual Task Order and include, but are not limited to:

- **New Installations (Capital Projects):** The design, supply, installation, and commissioning of new electrical infrastructure, including:
  - Expansion of existing low-voltage (LV) and medium-voltage (MV) overhead and underground networks.
  - Commissioning and grid-connection of new distribution points.
  - Installation of new high-mast and street lighting reticulation.
- **Maintenance and Refurbishment:**
  - **Substation and Switchgear:** Cleaning, testing, and servicing of MV/LV switchgear, transformers, and protection relays in accordance with SANS 10142-1.
  - **High-Mast and Street Lighting:** Routine maintenance, component replacement, and structural integrity inspections.
  - **Reticulation Systems:** Fault location, cable jointing, termination, pole installation, and conductor repairs.
  - **Major Refurbishments:** Comprehensive stripping, testing, and replacement of internal components to extend asset life, including necessary civil repairs to transformer plinths and cable trenches.

- **Mandatory Compliance & Safety:**
  - **Testing and Commissioning:** Performance of mandatory safety testing (insulation resistance, earth continuity, loop impedance) and the issuance of valid Certificates of Compliance (CoC) as required by the Occupational Health and Safety Act.
  - **Regulatory Upgrades:** Modifying installations to achieve compliance with updated safety regulations or municipal technical standards.
- **Emergency Response:** Attendance to urgent network failures or safety hazards as specified in a Task Order.

### **C3.1.3 Extent of the Works:**

Individual projects shall be identified and executed via written Task Orders issued by the Engineer. The extent of the works under each Task Order may include, but is not limited to, civil works, electrical reticulation, and installation/commissioning.

### **C3.1.4 Integration of Task Orders**

#### **C3.1.4.1 Authority to Commence Work**

All services and works performed under this Framework Agreement shall be initiated exclusively by a formal, written Task Order signed by the designated Municipal Engineer or Project Manager. The Contractor shall not, under any circumstances, commence work on site without a fully authorized and issued Task Order. Any work performed in the absence of a signed Task Order shall be considered unauthorized and shall not be eligible for payment.

For every Task Order, the Contractor shall provide the 'Trinity of Evidence' prior to the issuance of a Completion Certificate. This comprises: (a) Geotagged site imagery (pre-, during, and post-installation), (b) A signed and valid Certificate of Compliance (CoC), and (c) A GPS-stamped verification report confirming the as-built location of all infrastructure

A GPS-stamped verification report confirming the as-built location of all infrastructure. All Trinity of Evidence documentation must be certified as true and correct by the Contractor's appointed Site Agent (Category 2 or higher) before submission to the Engineer.

#### **C3.1.4.2 The Task Order Hierarchy**

Each Task Order issued shall be deemed a self-contained instruction and will include, as a minimum, the following:

- **Project Scope:** A detailed description of the electrical infrastructure required (e.g., substation maintenance, cable repairs, street lighting upgrades).
- **Financial Limit:** The total approved value for the specific task, including all labour, material, and site-related costs.
- **Technical Constraints:** Any project-specific drawings, site safety requirements (e.g., Permit-to-Work requirements), or specific timeframes for completion.
- **Deliverables:** The mandatory documentation required for handover, including but not limited to the Certificate of Compliance (CoC), test results, as-built sketches, and the signed Labour-Intensive Compliance Declaration.

#### **C3.1.4.3 Review and Verification**

Upon receipt of a Task Order, the Contractor is required to conduct a thorough site verification to ensure the provided design and instructions are compatible with actual site conditions.

- If the Contractor identifies any discrepancy or health and safety risk, they must notify the Engineer in writing within 48 hours of receipt of the Task Order.
- Work shall only proceed once the Engineer has provided written clarification or an amended Task Order.

#### **C3.1.4.4 Financial Control**

The Contractor shall maintain a ledger of all issued Task Orders and track the cumulative value of work performed against the total Framework Agreement ceiling. The Municipality shall not be liable for any costs incurred by the Contractor that exceed the approved value specified in an individual Task Order.

### **C3.2 Engineering and Construction Requirements**

#### **C3.2.1 Design Services (Contractor's Responsibility)**

##### **C3.2.1.1 Scope of Design Responsibility**

While the Employer generally provides the design for major capital projects, the Contractor shall be responsible for the preparation and submission of minor design work and As-Built documentation as follows:

- **Minor Design/Layouts:** For routine maintenance or minor reticulation adjustments, the Contractor shall provide simple schematic layouts or CAD-based markups for approval by the Engineer prior to the commencement of work.
- **As-Built Drawings:** Upon completion of any Task Order specifically for new installations, cable laying, or substation upgrades the Contractor is required to submit accurate, updated

As-Built drawings. These drawings must reflect all field-implemented changes to the original design and be submitted in both hard copy and digital format as required by the Engineer.

#### **C3.2.1.2 Standards and Approval**

- All design-related submissions must comply with the Municipality's standard graphical templates and symbols.
- No "As-Built" documentation shall be accepted as complete until formally verified and signed off by the Engineer.
- **Note on Payment:** The cost of preparing and submitting these minor designs and As-Built drawings shall be deemed to be included in the Contractor's tendered rates in the Pricing Data. No separate claim for documentation preparation will be entertained unless explicitly provided for in a specific Task Order.

#### **C.3.2.2 Employer's Design:**

##### **C3.2.2.1 Scope of Design**

The design for the works shall be provided by the Municipality. The Contractor shall execute the works strictly in accordance with the designs, specifications, and drawings issued by the Employer.

##### **C3.2.2.2 Contractor's Responsibility**

- **General Obligations**

The Contractor shall provide all labour, materials, construction equipment, and temporary works required for the execution and completion of the works, unless otherwise stipulated in the individual Task Order. The Contractor shall be responsible for the adequacy, stability, and safety of all site operations and methods of construction.

- **Competence and Supervision**

The Contractor shall provide a competent and experienced site management team, as detailed in the Returnable Schedules. The Contractor shall ensure that all personnel employed on site are appropriately qualified, skilled, and registered in their respective trades (e.g., Electricians, Installation Electricians, or Master Installation Electricians as per the Electrical Installation Regulations).

- **Duty of Care and Safety**

The Contractor acknowledges that they are the "Principal Contractor" (or appointed contractor) in terms of the Occupational Health and Safety Act (Act 85 of 1993). The Contractor assumes full responsibility for the safety of their employees, the public, and the infrastructure under construction.

This includes the implementation of all necessary signage, barricading, and access control measures.

- **Quality Assurance and Liability**

The Contractor warrants that all workmanship and materials provided shall be of a high standard, free from defects, and compliant with the specifications set out in this tender and the relevant Task Orders. The Contractor remains liable for the correction of any defects identified by the Engineer during the construction period or the subsequent defects liability period, at no additional cost to the Municipality.

### **C3.2.2.3 Division of Responsibilities:**

- The Contractor is responsible for all Site-Level Coordination and Implementation, including physical service detection, landowner site-access liaison, and strict adherence to all Wayleave and Environmental conditions during construction.
- The Municipality/Engineer is responsible for all Legal and Statutory Authorizations, including the primary negotiation of land servitudes and the formal legal granting of wayleaves by third-party authorities

### **C3.2.2.4 Verification and Compliance**

- **Verification:** Before commencing any work, the Contractor shall verify the design drawings against the actual site conditions. If the Contractor identifies any discrepancy, ambiguity, or conflict between the design and the site, they shall notify the Engineer in writing immediately. No work shall proceed until the Engineer provides a formal written clarification.
- **Compliance:** The Contractor is responsible for the correct interpretation and implementation of the Employer's design. If the Contractor deviates from the provided design without the prior written approval of the Engineer, the Contractor shall be liable for all costs associated with rectifying the non-compliance.
- **Liability:** The Employer accepts full responsibility for the adequacy and suitability of the designs provided. However, the Contractor remains responsible for the quality of construction and ensuring that the final installation is compliant with the Occupational Health and Safety Act and relevant SANS standards.

### **C.3.2.3 Design Brief**

#### **C3.2.3.1 Purpose and Scope**

The purpose of this Design Brief is to define the technical requirements, performance parameters, and constraints within which the Contractor shall execute the works. This brief ensures that all electrical installations are consistent with the Municipality's long-term infrastructure roadmap and technical quality benchmarks.

### **C3.2.3.2 Technical and Performance Parameters**

All works must be executed in accordance with the following design parameters:

- **Standardization:** All materials, components, and equipment must conform to the Municipality's Approved Material List. Deviations require prior written approval from the Engineer.
- **Operational Requirements:** The design aims to maximize network reliability and minimize downtime. The Contractor shall ensure that all installations facilitate future maintenance access, proper labelling, and clear circuit identification.
- **Efficiency:** All lighting and distribution components must meet the specified energy efficiency and power factor correction requirements as defined in the relevant Task Order.

### **C3.2.3.3 Design Constraints and Limitations**

The Contractor shall adhere to the following constraints during implementation:

- **Existing Infrastructure:** Care must be taken to integrate new works with existing electrical infrastructure without compromising the integrity of the current network.
- **Environmental and Spatial Constraints:** The Contractor is responsible for identifying and mitigating any site-specific constraints (e.g., wayleaves, soil conditions, or proximity to other services) during the initial site assessment phase.
- **Regulatory Compliance:** The design intent is to achieve full compliance with the Occupational Health and Safety Act (Act 85 of 1993) and SANS 10142-1. Any element of the design that, in the opinion of the Contractor, may pose a safety risk must be reported to the Engineer before implementation.

### **C3.2.3.4 Drawing/Specification References:**

#### **1. Hierarchy of Documents**

All works shall be executed in accordance with the following documents, listed in order of precedence:

- **Individual Task Order:** Specific instructions, sketches, and quantities issued for a particular project.

- **Project Specifications:** The Particular Specifications provided in Part C3.5 of this document.
- **Standard Drawings and Specifications:** The Municipality's approved standard electrical drawings and material specifications.
- **National Standards:** Relevant SANS codes (e.g., SANS 10142-1) and Eskom Distribution Standards (where adopted by the Municipality).

## 2. Interpretation and Clarification

Should there be any ambiguity, discrepancy, or conflict between these documents, the Contractor shall immediately notify the Engineer in writing. The Engineer's written interpretation shall be final and binding. The Contractor shall not proceed with work that is subject to such conflict until the Engineer has provided a formal clarification.

## 3. Access to Documentation

- **Issued Drawings:** Relevant design drawings will be provided to the Contractor with the issuance of each Task Order.
- **Standard Library:** A comprehensive list of the Municipality's standard drawings and specifications is available for inspection at the Municipal Electrical Department offices. The Contractor is deemed to have familiarized themselves with these standards prior to the submission of their tender.

### C3.3 Procurement (Targeted Procurement)

#### C3.3.1 Subcontracting Requirements (SMME Development)

The Employer is committed to the development of local small, medium, and micro enterprises (SMMEs).

##### C3.3.1.1 Mandatory Subcontracting

The Contractor shall subcontract a minimum of 25% of the total value of each specified activity in the task order scope to local SMMEs.

##### C3.3.1.2 Appointment Process

The Contractor shall appoint subcontractors from a list of locally registered service providers, which will be provided by the Municipality. If the list is exhausted or unavailable, the Contractor shall conduct a competitive bidding process among local SMMEs in accordance with the Municipality's supply chain policies.

##### C3.3.1.3 Management

The Contractor remains fully responsible for the quality, safety, and timely completion of all work performed by subcontractors. All subcontracts must be in writing and contain terms consistent with the main GCC 2025 contract.

### **C3.3.2 Labour-Intensive Works (Local Labour)**

For tasks classified as labour-intensive (e.g., manual trenching, cable pulling, pole hole excavation, and site clearing), the following shall apply:

#### **C3.3.2.1 Local Employment Preference**

The Contractor shall maximize the use of local labour from the wards within the Kai! Garib Local Municipality.

#### **C3.3.2.2 Labour Targets**

The Contractor shall achieve a minimum of 50% of the total person-days for labour-intensive activities (as identified in the Pricing Data) using local labour sourced from within the Kai! Garib Local Municipality. To demonstrate compliance, the Contractor shall submit the '**Declaration of Labour-Intensive Compliance**' form, accompanied by certified daily labour registers and payroll records, with every monthly payment claim.

Compliance and Records: The Contractor shall maintain an accurate daily labour register, recording the names, ID numbers, and daily hours worked by each local employee. This register must be submitted to the Engineer with every payment application.

#### **C3.3.2.3 Remuneration**

All local labour must be remunerated in accordance with the Department of Employment and Labour's determination for the Civil Engineering/Electrical sector.

### **C3.4 Construction and Management Requirements**

#### **C3.4.1 Site Facilities and Management**

- **Site Camp and Office**
  - **Establishment:** The Contractor shall establish a site camp only in areas approved in writing by the Engineer. The camp must be maintained in a clean, tidy, and orderly condition at all times.
  - **Temporary Infrastructure:** Where the duration of a Task Order exceeds 14 days, the Contractor shall provide a temporary site office equipped with basic communication facilities and a secure storage area.

- **Removal:** Upon completion of the works, the Contractor shall clear the site of all temporary structures, debris, and materials, leaving the site in a state equal to or better than its original condition.
- **Security of Site and Materials**
  - **Responsibility:** The Contractor is solely responsible for the security of their site camp, equipment, and stored materials. The Municipality shall not be held liable for any loss, damage, or theft of the Contractor's property.
  - **Access Control:** The Contractor shall implement access control measures to prevent unauthorized entry into the work area. For substation sites, the Contractor must ensure that all security gates are locked and alarmed whenever the site is left unattended.
  - **Storage:** All materials (e.g., cables, transformers, switchgear) must be stored in accordance with the manufacturer's recommendations. Flammable or hazardous materials must be stored in a designated, fire-rated, and ventilated area.
- **Site Conduct and Hygiene**
  - **Ablution Facilities:** The Contractor shall provide adequate, sanitary, and hygienic toilet facilities for their staff. Under no circumstances shall staff be permitted to use the surrounding environment for ablution purposes.
  - **Waste Management:** The Contractor shall implement a site waste management plan, ensuring that all construction rubble and hazardous waste (e.g., oil-soaked rags, damaged insulation) are disposed of at a registered landfill site, with proof of disposal provided to the Engineer.
- **Documentation and Reporting**
  - **Health and Safety:** Explicitly mention compliance with the Occupational Health and Safety Act (85 of 1993) and your specific site safety requirements.
  - **Environmental Requirements:** Rules regarding noise, dust, and waste disposal during electrical works.
  - **Testing and Commissioning:** Define the requirement for the Certificate of Compliance (CoC) for all electrical works as a condition for payment.
  - **Site Records:** Requirement for the contractor to maintain a Site Instruction Book and daily progress reports.

### **C3.5 Particular Specifications**

#### **C3.5.1 Purpose and Application**

The Contractor shall perform all work in accordance with the specified Municipal and National standards. The intent of these specifications is to ensure infrastructure reliability, safety, and long-term maintainability.

The order of precedence for technical compliance shall be:

- **National Standards (SANS & NRS):** All works shall comply with the relevant South African National Standards (SANS) and National Rationalised Specifications (NRS).
- **Regulatory Standards:** Compliance with the Occupational Health and Safety Act and relevant Electrical Installation Regulations.
- **Municipal Technical Directives:** Any site-specific requirements issued by the Engineer via Task Order.

### C3.5.2 Technical Requirements

All installations, replacements, and maintenance shall adhere to the following performance criteria:

- **Luminaires and Lighting:** All lighting components shall be of a robust, industrial-grade design, rated for the specific environmental conditions (e.g., IP65 or higher for outdoor use). Products must carry a minimum manufacturer's warranty of 5 years and be certified for compatibility with the existing municipal lighting control systems.
- **Switchgear and Transformers:** All medium-voltage equipment shall be rated for the specified fault levels and environmental conditions of the municipal grid. Equipment must be of a "modular, interchangeable design" to facilitate ease of maintenance and integration into the existing protection relay schemes.
- **Earthing and Grounding:** All earthing installations shall be conducted in accordance with SANS 10142-1. The Contractor shall ensure that the earth resistance of all new installations is measured and recorded in the handover documentation, with readings confirmed to be within the limits prescribed by the SANS code.
- **Labelling and Identification:** All electrical assets (cables, panels, and distribution points) must be clearly identified with durable, weather-resistant markers that indicate the circuit origin, voltage level, and safety warnings.

### C3.5.3 Equivalence and Approval

The Municipality encourages the use of innovative, cost-effective technologies. Should a Contractor propose the use of material or equipment not explicitly listed in the standard library:

- The Contractor must submit a Technical Data Sheet and Proof of Compliance with the relevant SANS/NRS standards.

- The Engineer shall review the proposal based on performance, durability, and integration compatibility.
- Approval for any alternative must be granted in writing by the Engineer prior to procurement.

#### **C3.5.4 Adoption of External Standards**

Where the Municipality does not have an internal technical standard for a specific infrastructure component, the Eskom Distribution Standards (as amended from time to time) are hereby adopted as the governing technical requirement. The Contractor shall ensure that all materials, equipment, and installation methods comply with the latest revision of the relevant Eskom standard. In the event of a conflict between an Eskom standard and a specific Municipal requirement, the Municipal requirement (as confirmed by the Engineer) shall take precedence.



## KAI! GARIB LOCAL MUNICIPALITY

**TENDER NO.:** .....

### **PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

#### **PART C4: SITE INFORMATION**

##### **Table of Contents**

C4.1 Geographical boundaries and environmental conditions

C4.2 Underground services and infrastructure

C4.3 Wayleaves, servitudes, and statutory approvals

#### **C4: SITE INFORMATION**

##### **C4.1 GEOGRAPHICAL BOUNDARIES**

The "Site" for this framework is defined as the entire jurisdictional area of the Kai! Garib Local Municipality. Work may be required in any of the following locations:

- **Established Urban Areas:** Kakamas, Keimoes, and Kenhardt.
- **Rural Settlements & Farming Hubs:** Augrabies, Marchand, Alheit, Lutzburg, and various satellite settlements along the Orange River.
- **Remote Greenfield Sites:** Potential areas for new electrification or renewable energy integration projects within the municipal boundaries.

##### **C4.1.1 General Environmental Conditions**

As individual project sites are not yet defined, the Contractor shall assume the following "Base Case" conditions for the Northern Cape region:

Contract	100	C3
Part C3: Scope of work		Scope of work

- **Climate: Arid to semi-arid.** Designs must account for ambient temperatures exceeding 45°C and high UV indexes.
- **High Dust/Sand Content:** Designs must account for ambient temperatures exceeding 45°C, high UV indexes, and high-velocity wind-blown dust/sand conditions
- **Topography:** Ranges from flat sandy plains (Kalahari type) to extremely rocky, volcanic terrain (Orange River broken land).
- **Corrosion:** High-salinity and high-mineral content in the air/water near the Orange River irrigation belts must be considered for all metal enclosures and pole-top hardware.
- **Equipment Suitability:** All electrical equipment and materials installed under this framework must be 'Type-Tested' or certified as suitable for continuous operation in ambient temperatures of up to 45°C and high-UV environments. The Contractor shall submit a **Technical Data Sheet** for all major components (Transformers, Minisubs, Enclosures) confirming compliance with these environmental parameters prior to procurement.

#### **C4.1.2 Site Access and Working Hours**

- **Public Roads:** Most sites are accessible via the N14 or R27.
- **Unpaved Access:** Many electrification projects will require travel on gravel or sand roads. The Contractor is responsible for ensuring their personnel utilize vehicles suited for rugged terrain (4x4 or high clearance).
- **Private Property:** Where projects cross private farmland or vineyards, the Contractor shall coordinate access with the Municipality's Social Facilitators and the relevant landowners.
- **Access:** Access to remote sites may require 4x4 vehicles. The Contractor shall ensure all plant and equipment deployed is suitable for the terrain described in C4.1.1.
- **Working Hours:** All work shall be performed during standard municipal working hours (07:30 – 16:30). Any work required outside these hours (e.g., to minimize network downtime during a switch-over) must be approved in writing by the Engineer at least 48 hours in advance.

#### **C4.1.3 Existing Infrastructure Information**

The Municipality will provide all available information relevant to a specific **Task Order** at the time of issuance, including:

- Existing MV/LV reticulation maps (GIS or CAD, where available).
- Eskom Intake Point data (Notified Maximum Demand).

- Current Asset Register data (GRAP 17) for indicative purposes only to assist the Contractor in identifying existing assets
- Note: The accuracy of "as-built" data for older installations cannot be guaranteed. The Service Provider is required to perform site verifications as part of Stage 1 & 2 of every project.

The Municipality does not warrant the spatial accuracy, condition, or technical correctness of this data. The Contractor is strictly required to perform their own site verification and physical location (pot-holing) of all assets before commencing any excavation.

#### **C4.1.4 Specific Site Information (Task Order Level)**

For each specific project activated under this framework, the Municipality will issue a Project-Specific Site Information Memo, which will include, Specific GPS coordinates of the site, known underground services (water, sewer, fiber) and any specific environmental sensitivities (e.g., proximity to the Augrabies Falls National Park or heritage sites).

The Contractor acknowledges that this is a Framework Agreement covering multiple sites. The rates submitted in the Schedule of Rates (SOR) are based on the Site Information provided in Part C4. Should a Task Order be issued for a site where physical conditions (e.g., rock density, soil stability, access width) significantly differ from the baseline defined herein, the Engineer and Contractor shall negotiate a 'Site-Specific Adjustment' based on the submitted SOR unit rates.

Any request for a 'Site-Specific Adjustment' must be supported by the Contractor with verifiable evidence, such as geotechnical reports, photographic proof of terrain obstacles, or physical detection records, submitted within 5 working days of the site hand-over.

### **C4.2 UNDERGROUND SERVICES AND INFRASTRUCTURE**

#### **C4.2.1 Knowledge of Existing Services**

The Municipality maintains records of major water, sewer, and electrical trunk lines; however, these records are for **indicative purposes only**.

- The Contractor is responsible for the physical detection and "proving" of all underground services before any trenching or excavation begins for a Task Order.
- In irrigation-heavy areas (e.g., Kakamas and Keimoes), the Contractor shall account for private irrigation pipes that may not be on municipal GIS records.

#### **C4.2.2 Service Detection Requirements**

For every project involving excavation, the Contractor shall:

- **Request Service Drawings:** Obtain all available utility maps from the Municipal Engineering Department.
- **Conduct Hand-Excavation:** Utilize "pot-holing" (hand-digging) at critical intersection points to verify the depth and position of existing services.
- **Use Detection Equipment:** Where high-voltage cables or critical water mains are suspected, the use of Ground Penetrating Radar (GPR) or cable locators is mandatory.

#### **C4.2.3 Protection and Relocation**

The Contractor shall in delivering the new electrical infrastructure maintain the minimum statutory clearances from other services as per **SANS 10198** (Power Cables) and **SANS 10142**.

Any damage caused to existing underground services due to negligence in the detection phase will be for the Contractor's account.

If existing services (e.g., a water pipe) obstruct a new electrical route, the Contractor shall include in the Task Order proposal costs for the relocation of that service.

#### **C4.2.4 Coordination with Other Authorities**

The "Site" may contain services belonging to third-party authorities. The Contractor shall coordinate with:

- **Eskom:** For points of connection and servitudes.
- **Telkom/Fiber Providers:** For telecommunication lines.
- **SANRAL / Dept. of Roads:** For any cable crossings under national or provincial roads (e.g., the N14).

## ANNEXURE A: DEFINITIONS AND INTERPRETATION

- **"Agreement"** means the Framework Agreement concluded between the Employer and the Contractor, incorporating the GCC 2025 and all Tender Returnable.
- **"Framework Agreement"** means the master agreement that governs the relationship between the Employer and the Panel of Contractors for a period of 36 months.
- **"Task Order"** means a formal written instruction issued by the Employer to the Contractor, defining the specific scope, location, and timeline for a discrete project.
- **"Site-Specific Adjustment"** means an agreed-upon variation to the tendered rates, justified by site conditions that significantly deviate from the baseline described in Section C4 (Site Information).
- **"Baseline Conditions"** means the environmental, geological, and access parameters defined in Section C4, which serve as the reference point for all pricing in the Schedule of Rates (SOR).
- **"Net Cost"** means the actual cost of materials as invoiced by the supplier, exclusive of any contractor markup, transport, or handling fees.
- **"Engineer"** means the person duly authorized by the Employer in the Task Order to act on behalf of the Municipality for the purpose of that specific project.
- **"Service Provider" / "Contractor"** means the entity appointed to the Panel of Electrical Contractors.
- **"Dayworks"** means the cost of labour, plant, and materials provided on an hourly or daily basis to perform work for which no unit rate exists in the Schedule of Rates.
- **"Non-Responsive"** means a tender offer that fails to meet the mandatory submission requirements, as defined in Section T1.2.
- **"Certificate of Compliance (CoC)"** means a certificate issued by a registered person in terms of the Electrical Installation Regulations of the OHS Act, confirming that the electrical installation complies with SANS 10142. The CoC must be valid, signed, and relevant to the specific infrastructure installed under the Task Order.
- **"Latent Defect"** means a defect which is not discoverable by a reasonable inspection of the works, which only manifests after the issue of a completion certificate.
- **"Working Hours"** means the standard municipal operating hours (07:30 – 16:30), unless otherwise approved in writing by the Engineer for specific network switching requirements.
- **"Trinity of Evidence"** means the mandatory set of three distinct verification deliverables required for the successful completion and handover of any Task Order, as defined below:
  1. **Geotagged Site Imagery:** A series of high-resolution, digital photographs documenting the site progress. This must include, at a minimum:
    - **Pre-installation:** A clear image of the existing site conditions or infrastructure prior to the commencement of work.
    - **During-installation:** Images documenting critical installation steps, particularly buried infrastructure (cables/earthing) before backfilling.

- **Post-installation:** A final image of the completed work, clearly demonstrating the final installation and site restoration.
  - Requirement: All images must be embedded with GPS metadata (longitude/latitude) and a timestamp.
2. **GPS-Stamped Verification Report:** A technical report providing proof of location and quality. This must include:
- **As-Built Coordinates:** A spreadsheet or table containing the precise GPS coordinates of all key electrical assets (e.g., poles, minisubs, cable joint markers) AND, where applicable, a marked-up copy of the original design drawings (As-Built Drawings) confirming final cable routes and infrastructure positions.
  - **Site Verification:** A formal declaration signed by the Contractor's Site Agent (Category 2 or higher) certifying that the installation was completed in accordance with the design drawings and municipal standards.

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END

## Submission Checklist

Required Submission Item	Status
Tax Compliance Status (TCS) with a valid SARS Tax Compliance Pin.	[ ]
Central Supplier Database (CSD) Report	[ ]
Authority to Sign (Resolution of Board):	[ ]
Pricing Schedule (inclusive of C2.2 <b>Schedule of Rates</b> and <b>P&amp;G breakdown</b> ) - Excel (Digital File)	[ ]
Pricing Schedule (inclusive of C2.2 <b>Schedule of Rates</b> and <b>P&amp;G breakdown</b> ) - PDF (Digital File)	[ ]
Original Supplier Quotes (for material markup justification)	[ ]
Health and Safety Plan	[ ]
Safe-Work Procedures	[ ]
Proof of Professional Indemnity/Public Liability Insurance	[ ]
Competency Certificates	[ ]
Letter of Good Standing (COIDA):	[ ]
Labour-Intensive Compliance Declaration Template	[ ]
Proof of Ownership: Certified copies of NATIS registration (or lead partner if a JV).	
Proof of Lease/Rental: A signed lease agreement or a formal letter of intent from a reputable plant hire company confirming availability for the duration of the framework agreement.	[ ]
Proof of Calibration: For Testing & Diagnostic Equipment, a valid calibration certificate (not older than 12 months) from an accredited laboratory.	[ ]
Appointment Letter: Clearly stating the scope of works and the role of the tenderer (Principal Contractor or Lead Sub-contractor).	[ ]
Signed Reference Letter: On the Client's official letterhead, confirming the project value, duration, and the contractor's performance.	[ ]
Completion Certificate: Either Practical or Final Completion.	[ ]
	[ ]