



SOL PLAATJE MUNICIPALITY

BID DOCUMENT

LATE SUBMISSION OF BIDS WILL NOT BE ACCEPTED.

Original bid documents must be submitted in a sealed envelope marked
" ENVELOPE 1 ORIGINAL "

A duplicate of the Original Bid document must be submitted in a sealed separate envelope marked
'ENVELOPE 2 DUPLICATE'

If bids are submitted in one envelope containing one original and one duplicate it must be clearly stated.
The duplicate must be a true reflection of the original Bid Document and supporting documents must be certified.

I hereby declare that the copy submitted is a true reflection of the original bid.

Bidder Signature: _____ Date: _____

CONTRACT NUMBER:	INF/CEE01/2023		
DESCRIPTION:	SUPPLY, DELIVERY, INSTALLATION, COMMISSION AND MAINTENANCE OF PROTECTION EQUIPMENT FOR ELECTRICAL NETWORK		
THE OFFER CONTAINS	MBD1, MBD 2, MBD3.1, MBD3.2, MBD 3.3 (if applicable), MBD 4, listing criteria, MBD6, MBD 6.1, MBD 6.2 (if applicable) MBD8, MBD 9 and General Conditions of Contract		
ALL PAGES MUST BE SIGNED AND WITNESSED BY TWO WITNESSES, WHERE REQUIRED.			
NAME OF BIDDER			
PHYSICAL TRADING OFFICE ADDRESS			
CSD NUMBER:		MAAA	
FINANCIAL (PRICE) OFFER: (VAT inclusive)			
BID PERIOD: For the period commencing			
PREPARED FOR: N. Sinombe SOL PLAATJE MUNICIPALITY PRIVATE BAG X5030 KIMBERLEY 8300		PREPARED BY: B. Nkoe DATE: 16 May 2023	
CLOSING DATE: 03 JULY 2023		TIME: 10H00	

BIDDER CHECKLIST

CONTRACT NUMBER: INF/CEE01/2023 - SUPPLY, DELIVERY, INSTALLATION, COMMISSION AND MAINTENANCE OF PROTECTION EQUIPMENT FOR ELECTRICAL NETWORK

Hereunder is a checklist to ensure that the bid documentation is complete in terms of administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below. **(Tick to indicate whether the information has been included and the originals signed and witnessed as required.)**

ITEM	DESCRIPTION	YES/NO
1	Cover letter front page	
2	Invitation to Bid (MBD1) must be completed & signed	
3	Tax Compliance requirements	
4	Pricing Schedule and Specifications to be completed (MBD 3.1), no correctional fluid to be used	
5	Method of Pricing and Price Adjustments to be fully and correctly completed (MBD 3.2)	
6	Professional Indemnity Insurance, where applicable	
7	Functionality Evaluation Schedule: (MBD 3.3) applicable for 2 stage bidding process	
8	Declaration of interest (MBD 4) Original to be completed and signed. No bid will be accepted from persons in the service of the state¹.	
9	Submit the Central Supplier database report (CSD).	
10	Submit valid certified BBBEE certificate (MBD 6.1) or Sworn affidavit	
11	Submit a current Municipal Account or Lease Agreement	
12	Submit Medical Certificate where specific goal for disability is applicable	
13	Did you comply to DTI standards (local content) as indicated (MBD 6.2) if required	
14	Declaration of bidder's past supply chain management practices (MBD 8)	
15	Certificate of Independent Bid Determination – (MBD9)	
16	Did you submit one (1) original and one (1) copy of the bid documents?	
17	Take note and understand the Special Conditions, where applicable?	
18	Did you complete and sign the Listing Criteria as included in the bid document?	
19	Did you initial every page of your original submission?	
20	Did you comply to all pre-conditions as stated in bid document? (MBD 1)	
21	Did you attend the compulsory briefing session where required?	
22	Did you attach, Annual Financial Statements attached if project > R10 million, where applicable?	

N.B.: - THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES

SIGNATURE OF BIDDER: _____

NAME OF COMPANY: _____

ADDRESS: _____

CELL TELEPHONE NO: _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____ NAME PRINT _____

2. _____ NAME PRINT _____

DATE: _____

**SOL PLAATJE MUNICIPALITY
INVITATION TO BID
PART A
INVITATION TO BID**

THE FOLLOWING PARTICULARS MUST BE FURNISHED

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE SERVICES INFRASTRUCTURE

BID NUMBER:	INF/CEE01/2023	CLOSING DATE:	03/07/2023	CLOSING TIME:	10H00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION, COMMISSION AND MAINTENANCE OF PROTECTION EQUIPMENT FOR ELECTRICAL NETWORK				
	To render services on behalf of the Sol Plaatje Municipality, as may be required for a period of 36 months as indicated on this bid document, from the time of the award. The services shall commence on the date of signing the contract, with an option to extend as may be agreed upon by both parties upon expiry. One complete set of documents is available at http://www.etenders.gov.za or http://www.solplaatje.org.za at no cost. One complete set of documents is available from SCU Contracts Section, Municipal Stores Complex Abattoir Road, Ashburnham, Kimberley upon payment of an amount of R500-00 (Five hundred rand), which is non-refundable. Payment must be made at the cashiers on a "NO 10 deposit slip" using the following mSCOA vote no 21 12 1 42 451 0 SG ZZZ ZZ WM				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT
SOL PLAATJE MUNICIPALITY

SCM UNIT – MUNICIPAL STORES COMPLEX

ABATTOIR ROAD, ASHBURNHAM

KIMBERLEY

8301

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
PHYSICAL TRADING ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No

[B-BBEE CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) / MEDICAL CERTIFICATE/ MUNICIPAL ACCOUNT OR LEASE AGREEMENT / CSD MUST BE SUBMITTED IN ORDER QUALIFY FOR SPECIFIC GOALS POINTS]

In line with the Preferential Procurement Regulation of 2022 and SPM Preferential Procurement Policy, the following Specific Goals is applicable:

Ownership as a Specific Goal

80/20 equal to or below R50 million		
90/10 above R50 million		
Ownership - Black		
% Ownership	80/20	90/10
<51%	2	1
>51% <100%	3	1.5
100%	5	2.5
Locality	10	5
Total Points	20	10

Companies or bidders bidding as **Joint venture must** include **their consolidated.**

- **Joint Venture Agreement** (must clearly stipulate the name of the lead partner)
- **Separate Tax compliance status pin** for both companies
- **Separate CSD report for both companies**
- **Separate Municipal accounts for both Companies/Valid lease agreement**
- **MBD 4,8 & 9 must** be completed respectively by both parties and submitted as part of the bid document

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
SIGNATURE OF WITNESS NO 1	NAME PRINT		
SIGNATURE OF WITNESS NO 2	NAME PRINT		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE: SUPPLY CHAIN UNIT	DEPARTMENT	Infrastructure / Electrical
CONTACT PERSON	Betty Nkoe	CONTACT PERSON	N. Sinombe
TELEPHONE NUMBER	053 830 6172/6180	TELEPHONE NUMBER	053-830 6595
E-MAIL ADDRESS	bnkoe@solplaatje.org.za	E-MAIL ADDRESS	NSinombe@solplaatje.org.za

PART B
TERMS AND PRE-CONDITIONS FOR BIDDING

- (1) **NO BIDS WILL BE CONSIDERED FROM BIDDERS WHO ARE NOT REGISTERED ON THE CENTRAL SUPPLIERS DATABASE (CSD) ON THE NATIONAL TREASURY WEBSITE www.csd.gov.za**
(2) **THE LISTING CRITERIA MUST BE COMPLETED IN THE DOCUMENT**
(3) **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

1. BID SUBMISSION:

- 1.1. Bids must be submitted within stipulated date and time to the correct address. **Late submission of bids will not be accepted.**
- 1.2 All bids must be completed and submitted on the official tender document provided – **(may not to be re-typed, only hand-written submissions will be accepted,)** and no correction tape or fluid may to be used on the tender document. Bidders, who have purchased the bid documents from the Municipality, **MUST** include the proof of payment.
- 1.3 This bid is subject to the Preferential Procurement Regulations 2022, SPM Preferential Procurement Policy, SCM Policy General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
- 1.4 The following is **APPLICABLE ON COMPETITIVE BIDDING ABOVE R10 MILLION**

If the value of the transaction is expected to exceed R10 million (Vat Included), require bidders MUST provide the following documents with the bid documents.

- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements
 - For the past three years or
 - Since their establishment if established during the past three years
- Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic:

Please attach all annexures on the pages as indicated on the bid document

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 **Bidders must ensure must ensure compliance their Tax obligations.**
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable Municipality to view the taxpayer's profile and tax status.
- 2.3 Application for the tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- 2.4 Bidders may also submit a printed TCS certificate together with the bid
- 2.5 Foreign suppliers must complete the pre-award questionnaire in Part B Paragraph 5.
- 2.6 Bidders are required to submit the current Central Suppliers Database (CSD) registration report (NOT the summary report) together with the bid document

3. MUNICIPAL ACCOUNTS

- Copies of all municipal accounts, not older than 3 months or 90 days to be submitted with the bid.
- If the entity or any of its directors/shareholders /partners/members, etc. rents/leases premises a copy of the rental/lease agreement must be submitted with this bid.
- In cases where bidders use a lease premise for conducting their business, a valid lease agreement signed by both parties, which clearly stipulated who is responsible for municipal services, rates and taxes must be attached to the bid document.
- If the lessee (Bidder) is responsible for municipal services, municipal account or tax invoice of the leased premises that is not in arrears must be submitted.

NB: It is the responsibility of bidders to visit the municipal website in order to obtain details of successful/ unsuccessful information within 120 days after closure of bid. The municipal website is www.solplaatje.org.za.

4. COMPULSORY CLARIFICATION MEETINGS/ CIBD GRADINGS (IF APPLICABLE)

4.1 LOCAL CONTEN: N/A

4.2 A BRIEFING SESSION: N/A

4.3 CIBD: N/A

5. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

5.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

In terms of section 13 of the Municipal Supply Chain Management Regulations No. 27636 of 30 May 2005, the Municipal Manager shall reject all bids that do not comply with the following preconditions: -

1. Bidders that have not furnished the Municipality with his/her full names, identification number or company or other registration number and tax reference number and vat registration number, if any.
2. Bidders that have not submitted a valid tax clearance certificate from SARS or provided their tax compliance status pin number
3. Bidders that have not indicated: -
 - a. Whether he/she is in the service of the state or has been in the service of the state in the previous twelve months;
 - b. If the bidder is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state or has been in the service of the state in the previous twelve months, or
 - c. Whether a spouse, child or parent of the bidder or of a director, manager, shareholders or stakeholder in the previous twelve months.
4. Any special conditions as contained in the bid documents.

Bidders scoring the highest points or any bid will not necessarily be accepted, and the Municipality reserves the right to Sub-divide the contract and accept any portion of any bid, or determine a multiple award.

Bids will be evaluated in terms of the approved point system (80/20) 80 points for price and 20 for specific goals or (90/10) 90 points and 10 for specific goals. Tender validity period should be for 120 days.

NO BIDS by FAX or by E-MAIL WILL BE ACCEPTED.

Sealed bids must be clearly marked with the following bid number and description:

CONTRACT NUMBER: **INF/CEE01/2023**

DESCRIPTION: **SUPPLY, DELIVERY, INSTALLATION, COMMISSION AND MAINTENANCE OF PROTECTION EQUIPMENT FOR ELECTRICAL NETWORK**

DROP AT THE TENDER BOX (OPPOSITE SECURITY)

ADDRESSED TO: THE MUNICIPAL MANAGER

MUNICIPAL STORES COMPLEX

ABATTOIR ROAD

ASHBURNHAM

Kimberley

Closing date 03 JULY 2023 Time 10H00

IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME TO ENSURE THAT RESPONSES REACH SPM, TIMEOUSLY. MUNICIPALITY SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL/ COURIER SERVICES.

ANY TENDER WILL NOT NECESSARILY BE ACCEPTED AND THE COUNCIL RESERVES THE RIGHT TO ACCEPT THE WHOLE, OR ANY PART OF THE QUOTE.

Bids will be opened in public in the SCM OFFICES, STORES COMPLEX, ABATTOIR ROAD, Kimberley, immediately after closing time and date.

INVITATION FROM: MUNICIPAL MANAGER
CIVIC OFFICES, SOL PLAATJE DRIVE
PRIVATE BAG X5030
KIMBERLEY, 8300

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

DATE: _____

Certificate of Attendance of Clarification Meeting on Site (If applicable)

NOTE: If the attendance register was signed at the clarification meeting held at the SCM Boardroom, the name of the signatory shall be inserted on this page and the authorized signatory shall sign this page.

If attendance register has been signed at the clarification meeting:

Name of person appearing on attendance register: _____

Representative organization name on attendance register: _____

If the attendance register has not been signed at the clarification meeting.

This is to certify that I, _____

representative of (Tenderer) _____

of (address) _____

telephone number _____

e-mail _____

attended the bid clarification meeting (date) _____

in the company of (Employer's Line Manager / Engineer's representative) _____

EMPLOYER'S LINE MANAGER / ENGINEER'S REPRESENTATIVE: _____



MBD 1

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER _____

POSTAL ADDRESS _____

STREET ADDRESS _____

TELEPHONE NUMBER CODE _____ NUMBER _____

CELLPHONE NUMBER _____

EMAIL ADDRESS _____

FACSIMILE NUMBER CODE _____ NUMBER _____

VAT REGISTRATION NUMBER _____

HAS A VALID TAX COMPLIANCE STATUS PIN CERTIFICATE BEEN ATTACHED OR PROVIDED THEIR TAX COMPLIANCE STATUS PIN NUMBER?

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES	NO
-----	----

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

☐

A REGISTERED AUDITOR

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE) ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
(IF YES ENCLOSE PROOF)

YES	NO
-----	----

SIGNATURE OF BIDDER _____

DATE _____

CAPACITY UNDER WHICH THIS BID IS SIGNED _____

TOTAL NUMBER OF ITEMS OFFERED _____



ATTACH VALID JOINT VENTURE AGREEMENT HERE (if applicable)

SOL PLAAATJE MUNICIPALITY



ATTACH VALID TAX COMPLIANCE STATUS PIN CERTIFICATE HERE





ATTACH MUNICIPALITY ACCOUNT 90 DAYS AND OR VALID LEASE
AGREEMENT HERE

SOL PLAATJE MUNICIPALITY



		SOL PLAATJE MUNICIPALITY, KIMBERLEY **MANDATORY** LISTING CRITERIA		
CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER (CSD): _____ _____				
1	Company name _____			
2	Contact details	Telephone Number: _____	Fax Number: _____	Cell phone number: _____
	Email address Contact person: _____	_____		
3	Postal Address: _____			
4	VAT registered	Yes ☐	No ☐	If registered, VAT Registration No: _____
5	Settlement discount allowed	_____ %	For payment within	_____ days
6	Bank account details	Account No.: _____		Branch No.: _____
	Bank Name	_____		
	Branch Name	_____		
	Bank account type	_____		
7	Business Municipal Rates and Service Account Number: ** A current (30 days) account, or Lease Agreement in the case of a Landlord responsible for account, must be attached to this document **			_____
8	Located in Sol Plaatje Municipal Area	Yes ☐		No ☐
9	% owned by black male: _____ %	% owned by black female: _____ %		
	% owned by black youth: _____ %	% owned by white female: _____ %		
	% owned by disabled persons: _____ %			
10	B-BBEE status level of contribution: _____			
11	Indicate main sector. Please select one (1) only: Catering and Accommodation ☐ Cleaning material ☐ Commercial agents (Doctors, Lawyers, Audit firm, booking keeping, Pharmacy, Post,) ☐ Communication and media, Construction- Building material and road works ☐ Electrical services- gas/ Aircon, transformers, cables, poles ☐ Funeral Parlour ☐ Gardening services- Lawnmower ☐ Florist ☐ Information technology (IT services, system, telecommunication ☐ Office equipment ☐ Plant hire ☐ PPE- mask, sanitizer, safety equipment ☐ Repairs, motor parts and retail (accredited agency) ☐ Stationery ☐ Supplier of pumps, pipes, steel and maintenance or installation, and irrigation system ☐ Training services e.g. workshops ☐ Transportation (car rental, flight, and buses and driving school ☐ Uniform ☐ Security services ☐			
12	Amount full time employed staff: _____	Annual Turnover: R _____	Asset Value (Excluding fixed property) R _____	
13	It is the responsibility of the Supplier/Bidder to inform Sol Plaatje Municipality of any changes during the contract period			
	NAME (PRINT) _____ SIGNATURE: _____			
	CAPACITY: _____			
	WITNESS (NAME): _____ SIGNATURE: _____			
	DATE: _____			



ATTACH **CSD** REPORT REGISTRATION HERE

SOL PLAATJE MUNICIPALITY

SOL PLAATJE LOCAL MUNICIPALITY

CONTRACT NUMBER: INF/CEE01/2023 - SUPPLY, DELIVERY, INSTALLATION, COMMISSION AND MAINTENANCE OF PROTECTION EQUIPMENT FOR ELECTRICAL NETWORK

TECHNICAL SPECIFICATIONS

1. Scope

This specification sets out and states the principal requirements that cover electrical protection schemes:- the work involved in assessing, testing and commissioning of the following:

Medium voltage cables, switchgear and power transformers and related equipment such as current transformers, voltage transformers, battery tripping units and protection relays, Supply and installation of protection relays, providing test and commissioning certificates in respect of all the above, as and when required.

2. General

2.1 General Requirements

The Contract shall comprise predominantly the testing and maintenance of electrical protection systems equipment. The Contractor shall submit all required test certificates. The Contractor shall be required to carry out the commissioning of new and refurbished installations of electrical protection systems and related equipment.

A test certificate shall reflect the scope of work for the commissioning activity. All the test results shall be recorded on the test certificate and signed by the authorised Engineer / Technician.

The Engineer or the appointed representative shall approve the content of test certificates.

Test certificates shall be submitted to the line Manager: Technical Services or the appointed representative for each portion of equipment on which the work is completed and ready for energizing.

Test sheets and results are to be handed to the Line Manager: Technical Services or the appointed representative for approval 24 hours prior to energizing.

2.2 Schedule of Work – Medium voltage

2.2.1 Circuit Breaker Mechanical Test: Per Switch Panel

The Contractor shall carry out the following checks:

Torque-testing all primary conductor bolts and nuts and recording results.

- Ascertaining that all bolts and nuts used were new and comply with the manufacturer's specifications.
- Checking the circuit breaker for any defects or damage due to manhandling.
- Checking circuit breaker alignment and ease of racking in and out.



- Checking bus bar shutter operations for smooth operation and adjustment thereof, if necessary.
- Checking operation of circuit breaker manually.
- Testing earth continuity of earthing bus bars and connection to station earth mat.
- Ensuring that all covers are fitted, and explosion vents functional.
- Checking that the panel complies with IP ratings.
- Measuring and recording of the circuit breaker no load tripping time and the no-load closing time for each phase.
- Production of test certificates for all tests carried out.

2.2.1 Circuit Breaker Electrical Test: Per Switch Panel

The Contractor shall carry out the following tests:

- Measurement and recording of the contact resistance of the closed-circuit breaker using min 100 A D.C. Wheatstone Bridge method; (Ductor tester)
- Testing of HV insulation resistance of panel and circuit breaker to manufacturer's specifications for new or used equipment, whichever is applicable. Test to be carried out with circuit breaker closed between phases and across the open contact of each phase.
- Testing of trip and close coil minimum operation voltage levels.
- Testing of the trip and close coil resistance and recording thereof.
- Checking that spring charge motor rating corresponds with D.C. available.
- Production of test certificates for all tests carried out.

2.2.2 Current Transformer Test

The Contractor shall carry out the following tests per secondary connection:

- Ratio test: Ratio shall be tested at rated current.
- Magnetisation curve test: Magnetisation curve shall be tested, and comparison curves plotted for all sets of current transformers including metering.
- Polarity shall be tested by means of D.C. flick test.
- The insulation resistance of the current transformers shall be measured, and the CT earth tested on the secondary wiring.
- The loop resistance shall be measured for CT, wiring and relays, and be recorded.
- Test certificates for all tests carried out shall be produced.

2.2.3 Voltage Transformer Test

The Contractor shall carry out the following tests per secondary connection:

- Ratio test:
- Polarity shall be tested by means of D.C. flick test.



- The insulation resistance of the voltage transformers shall be measured, and the neutral earth tested on the secondary wiring.
- Test certificates for all tests carried out shall be produced.

2.2.4 Routine Checks

The Contractor shall carry out the following tests & annual checks as and when required:

- Primary and Secondary substations:
- Battery maintenance, ammeter readings on all panels,
- D.C. checks in panels,
- Trip counter readings on all breakers,
- Substation checks on buildings, doors, ceilings, signs etc. Cleaning out of protection panels & switch house.
- Logging of any protection flags.
- Distribution board checks including earth leakage checks.
- Testing of operation of building alarm and signal to the Control centre.
- Transformer – Checking of oil leaks, insulators, silica gel. Logging of oil temperature, winding temperature, tap change counter, tap change bandwidth (Minimum & maximum), circuit breaker trip counter.

2.3 Protection Relays

The Contractor shall carry out tests per relay using primary and secondary current injection on electro-mechanical, solid-state and multifunctional microprocessor type relays, where relevant. The contractor shall ensure that the functional operation of the relays where relevant. The following relays shall be covered.

2.3.1 Over-Current and Earth Fault Protection Relays

- Over-current and earth fault relay
- Directional over-current and earth fault relay
- Sensitive earth fault relay
- Electromechanical relays
- Breaker Fail Logic

The Contractor shall prove the operation of the relay within the scheme, i.e., secondary wiring between the CT's and the relay element and between the relay contacts and the trip circuit.

2.3.2 The tender provides for the supply and replacement of protection relays as and when required.

Rates shall provide for the installation of free issued relays.



2.3.3 Standby Earth Fault Relay Function

The Contractor shall prove the operation of the relay within the scheme, i.e., secondary wiring between the CTs and the relay element and between the relay contacts and the trip circuit.

2.3.4 Feeder Differential Protection Relays

The Contractor shall test the feeder differential relay per relay by injecting current through the primary circuit between substations. Separate rates are allowed for secondary injection tests where the primary impedances are too great, or induction causes dangerous conditions for the application of primary tests to be conducted.

The Contractor shall allow for comprehensive pilot tests to be carried out and recorded. This shall cover loop impedance and insulation resistance measurements.

2.3.5 Feeders Fitted with Inter-Tripping Relays

The Contractor shall allow for comprehensive pilot tests to be carried out and recorded per relay. This shall cover loop impedance and insulation resistance measurements. Comprehensive pilot tests are to be carried out and recorded. The Contractor shall allow for the cost of relay operation values and minimum operation voltage value to be recorded.

2.3.6 Master Trip and Auxiliary Relays: Per Element or Trip Function

The Contractor shall include the cost of proving the operation of the relay within the scheme, i.e., Secondary wiring between the primary relay element and between the relay contacts and the trip circuit.

With the introduction of numerical relays additional aux functions are programmed into a standard relay. These output functions are used to drive the protection scheme's and need to be proven.

2.3.7 Bus Bar Protection

Bus Zone Protection: per zone of a complete board per substation

The Contractor shall prove the operation of the relay within the scheme, i.e., secondary wiring between CT's and the relay element and between the relay contacts and the trip circuit. Current transformer tests are covered under a separate item in the schedule.

2.4 Timers: Per Unit

The Contractor shall prove the operations of the timer within the scheme, i.e., secondary wiring between the timer and relay element.



2.5 Transformer Commissioning Tests and Checks

The following tests and checks assume that the transformer has either been factory tested and commissioned or has been previously in use and that oil quality tests have been carried out by the installation contractor.

Over-current and earth fault relay testing rates are not repeated here as a separate item covers these.

The rates shall be based on the tests being carried out on a free-standing panel and therefore no E.O. item has been allowed in respect of tests being conducted from a free-standing panel.

2.5.1 Buchholz Relay and Auxiliary Relay Element

The Contractor shall check the surge and gas operation of each Buchholz relay and proving the trip and alarm circuit between each Buchholz relay and auxiliary relay element and the functioning of each relay. The auxiliary relay contacts in the trip and alarm circuits shall be proved.

2.5.2 Oil Temperature Sensor Relay and Auxiliary Relay Element

The Contractor shall check the calibration and set point operation of the thermometer and proving the trip and alarm circuit between each oil temperature sensor and auxiliary relay element and the functioning of each relay. The auxiliary relay contacts in the trip and alarm circuits shall be proved.

2.6 Winding Temp Relay and Auxiliary Relay Element

The Contractor shall prove the trip and alarm circuit between each winding temperature sensor and auxiliary relay element and the functioning of each relay. The auxiliary relay contacts in the trip and alarm circuit shall also be proved.

2.6.1 Pressure Relief

The Contractor shall price the trip and auxiliary relay element and the functional of basic relay.

2.6.2 Restricted Earth Fault Relay

The Contractor shall prove the operation of the relay within the scheme, i.e., secondary wiring between the phase and neutral CTs and the relay element and between the relay contacts and the trip circuit. Current transformer tests are covered under a separate item in the schedule.

2.6.3 Differential Protection Scheme

The Contractor shall prove the operation of the relay within the scheme, i.e., secondary wiring between the primary and secondary phase CTs and the relay element and between the relay contacts and the trip circuit. Current transformer tests are covered under a separate item in the schedule. A separate rate is included in the schedule to allow for a transformer with a tertiary winding.

2.6.4 Neutral Earthing Resistor

The Contractor shall include the measurement and recording of the resistance of the neutral earthing resistor for comparison with the specified value. These tests are to be carried out with the use of computer aided test set.



2.6.5 Transformer Tap-Changer Mechanism

The Contractor shall check the operation of the tap-change mechanism and record any malfunction observed. The rate shall **not** include rectifying defects or carrying out repairs on the mechanism.

2.6.6 Transformer Tap-Change Panel

The Contractor shall check the operation of the tap-changer and recording any malfunction observed.

2.6.7 Transformer Short Circuit Tests

The Contractor shall carry out short circuit tests on Minimum, Nominal & Maximum Tap Positions. These tests are to be carried out with the use of computer aided test set.

2.6.8 Transformer Ratio Tests

The Contractor shall carry out Ratio tests on all Tap Positions. These tests are to be carried out with the use of computer aided test set.

2.6.9 Transformer Vector Group Tests

The Contractor shall carry out vector group tests on Nominal Tap Position. This test is to be carried out with the use of computer aided test set.

2.6.10 Transformer Zero Sequence Tests

The Contractor shall carry out zero sequence tests on Minimum, Nominal & Maximum Tap Positions. These tests are to be carried out with the use of computer aided test set.

2.6.11 Transformer Vector Group Tests

The Contractor shall carry out vector group tests on Nominal Tap Position. This test is to be carried out with the use of a computer aided test set.

2.6.12 Transformer Sweep Frequency Tests

The Contractor shall carry out sweep frequency tests on Nominal Tap Position. This test is to be carried out with the use of a computer aided test set.

2.6.13 Transformer OLTC Contact Resistance Tests

The Contractor shall carry out Resistance & continuity of OLTC tests on All Tap Positions. This test is to be carried out with the use of a computer aided test set.

3 REQUIREMENTS FOR THE ON-SITE TESTING OF PROTECTIVE EQUIPMENT

3.1 Site testing and commissioning of protection and related equipment

Site testing and commissioning may only commence after the following work has been completed:



- 3.1.1 All equipment has been erected and the relevant bus bar is connected to and between the switchboards / relay control panels.
- 3.1.2 All high voltage and low voltage cables have been connected to the switchgear and related equipment.
- 3.1.3 All the bus-wiring between switchboards / relay control panels have been connected.
- 3.1.4 All the relevant equipment has been labelled correctly.
- 3.1.5 The D.C. auxiliary supply has been connected to the equipment.
- 3.1.6 All the necessary safety equipment (i.e., danger notices, fire-fighting equipment and first aid equipment) has been fitted to the substation.
- 3.1.7 The relevant high voltage pressure tests have been performed.

3.2 Preliminary Site Checks

Prior to commencing any functional testing, the following preliminary checks shall be carried out.

- 3.2.1 All new wiring done on site (i.e., Bus-wiring, D.C. auxiliary supply wiring, connection to CTs on VT's and outdoor switchgear, marshalling kiosks, etc.) shall be checked against the drawing using a continuity tester.
- 3.2.2 All new lead numbers and all new lugs shall be checked for secure crimping and proper electrical contact.
- 3.2.3 All terminal strips shall be checked for tightness and proper electrical contact.
- 3.2.4 The D.C. auxiliary supply voltage shall be checked to ensure that the voltage is within the range of the protection relays and related equipment.
- 3.2.5 All new wiring, as well as CT and VT circuits, shall be tested at 500V D.C. with respect to earth, and the correct earthing of CT and VT circuits shall also be checked.
- 3.2.6 The loop resistance of pilot wire cables (where applicable) shall be measured and noted in the site commissioning report.
- 3.2.7 All pilot cable cores shall be tested at 500V D.C. with respect to earth and tests shall be done to ensure correct polarity of all pilot cores.
- 3.2.8 All indication instruments shall be checked for damage and their pointers adjusted to zero.

3.3 Functional Tests

Functional tests shall be carried out to ensure that all combinations of operation of the protection and control switching / selection result in the correct operation of circuit breakers, either by tripping or closing.

The following checks shall be carried out:

- All relays shall be operated in turn to trip or initiate auto-reclose of the breaker.
- All types of indication and alarms shall be checked for correct operation.



- The correct latching and resetting of master trip relays and other seal-in circuits shall be checked.
- Panel switches shall be checked for correct function and selection in all positions.
- Motor and transformer thermometers shall be checked for calibration and set point operation and the results noted in the site commissioning report.
- Buchholz relays on transformers shall be checked for surge and gas operation and the results noted in the site commissioning report.

3.3.1 Secondary Current / Voltage Injection Tests

- 3.3.1.1 All measuring type protection relays, particularly those using multiple inputs, shall be tested for operation at various points (not less than 5) on their operating characteristics by means of secondary injection tests.
- 3.3.1.2 The total circuit from the tests block, up to and including the relay, shall be tested by means of secondary injection and the results shall be noted in the site commissioning report.
- 3.3.1.3 Only the characteristics of the required final relay settings should be checked and noted during commissioning tests.
- 3.3.1.4 Secondary injection of Ammeter and Volt Meters to prove Operation & Calibration. Thermal function of ammeters to be proved. If selector switches are being used, then wiring prior to selector switch to be used to prove functionality of selector switch.

3.3.2 Primary Current Injection Tests

Primary current injection tests shall be done to prove the following:

- 3.3.2.1 That CT secondary currents reach the protection relays correctly.
- 3.3.2.2 That metering CTs saturate at the correct current levels.
- 3.3.2.3 That CT ratios and polarity are correct and that CTs were not damaged during transit and installation.
- 3.3.2.4 Stability of differential protection for through-faults and correct operation for internal faults.

The results of the above tests shall be noted in the site commissioning test report.

3.3.3 Circuit Breaker Trip Test

- 3.3.3.1 All new circuit breakers shall be tested for correct mechanical and electrical operation.
- 3.3.3.2 Comprehensive tests shall be done to prove all interlocking mechanisms, safety locks, auxiliary contacts, switcher and latching devices, the anti-pump timer circuits, trip circuit supervision, racking devices, SF6 gas alarm circuits, trip-testing circuits, etc.
- 3.3.3.3 The resistance of the trip coils (main and back-up) shall be measured and noted in the site commissioning report.
- 3.3.3.4 The circuit breaker no load tripping time for each phase shall be measured at least three times and the results noted in the site commissioning report.



3.3.3.5 The circuit breaker no load closing time for each phase shall also be measured at least three times and the results noted in the site commissioning report.

3.3.4 Phasing of Primary Supplies

Only when the protection and control equipment has been tested as above can the equipment be energised at high voltage. However, to cover the possibility of incorrect primary connections, especially in relation to the existing HV network, phasing tests shall be carried out on all new equipment with respect to the existing system to which it is being connected as and when required.

3.3.5 On-Load Checks

Only after phasing tests have been completed can loads be supplied via the newly installed equipment. Load currents shall be used to carry out final checks on the polarity of voltage and current compared to power flow for multiple input relays.

The following tests (where applicable) shall be conducted, and the results noted in the site commissioning test report:

3.3.5.1 Pilot wire differential protection stability tests.

3.3.5.2 Phase angle tests of current and voltage to prove correct relay operation.

3.3.5.3 Comparison of current magnitudes as a further check on CT ratios.

3.3.5.4 VT ratio checks when the system voltage is close to 100%.

Only when all load tests have been completed may the new equipment be placed in full-time operation.

3.3.6 Correction of Drawings

All alterations made on site to the equipment shall be marked up on the drawings. The marked-up drawings shall be returned to the original drawing office for correction of their master copies and thereafter be re-issued as "as commissioned drawings".

3.3.7 Witnessing of Commissioning Tests

The contractor shall inform the line Manager: technical Services 14 days in advance of these tests so that a representative may be present to witness the site commissioning tests.

It should be noted that inspections and witnessing of the above tests will not relieve the contractor of his responsibility for meeting all the requirements of the specification.

3.4 Protection Settings

Only settings approved by the City Electrical Engineer are to be applied to the protection relays. Stickers indicating the date that the settings were changed are to be attached to the protection relay; these stickers are to reflect a signature as well as a date.

3.4.1 Electro-mechanical Relays – Change Plug setting and time-multiplier.

3.4.2 Solid State – Relay with Dip Switches, Plug Setting, Time Multiplier as well as curves.



3.4.2.1 Numerical – Application of settings for primary function of relay.

3.4.2.2 Logics – Numerical relays have additional function over and above the primary function of the relay. Additional logic application to be claimed here.

3.4.2.3 Settings - Numerical relays have additional settings over and above the primary function of the relay. Additional setting application to be claimed here.

4. SITE COMMISSIONING TEST REPORT

4.1 A comprehensive site commissioning test report containing all the relevant test results shall be submitted to the line Manager: Technical Services after final commissioning has taken place.

4.2 The above site commissioning test report shall be submitted irrespective of whether a representative of the Line Manager: Technical Services was present during the tests or not.

5. CALIBRATION OF TEST EQUIPMENT

5.1 All testing equipment and injection test sets used during site commissioning tests shall carry a calibration stamp or sticker issued by a recognised calibration centre (i.e., Eskom, CSIR, Bureau of Standards, etc.)

5.2 The date on the calibration stamp or sticker shall not be older than one year.

5.3 Tests performed with test equipment that do not comply with the above shall be rejected and the line Manager: technical Services shall not accept equipment tested with this testing equipment.

6. BATTERY CHARGER

6.1 The Contractor shall test nominal supply voltage and current test operation of indication lamps, switches, relays and miniature circuit breakers.

- Test Float voltage and current
- Test boost voltage and current
- Test equalizer voltage and current
- Test ripple voltage
- Check alarm settings.
- Carry out a visual inspection.

6.2 Should the Contractor be required to carry out the installation of Battery Charger and Battery Cabinet, The A.C. supply to the charger is to be connected to a dedicated supply that is not on Earth Leakage. The Battery Charger is to be connected to an isolator and not a wall plug/socket. The cabling is to be secured to the wall by means of steel conduiting. The D.C. Supply is to be on its own circuit and is to be installed in steel conduit.

7 BATTERIES

7.1 The Contractor shall:

- Carry out visual inspection on cells.
- Test and check electrolyte levels
- Check and clean corrosion on post and links.
- Check torque bolts and nuts.
- Carry out cell readings, voltage and SG (Lead Acid), voltage (NiCad) • Clean cells.
- Check battery environment.



8 PRESSURE TESTING

The Contractor shall carry out Tan Delta Measurements for evaluating the dielectric condition of cables and transformers. When carried out at fixed intervals Tan Delta Testing (TD) will be the basis of predictive maintenance program. The contractor is to carry out approved TD Testing of Cables and Transformers as per the instruction of the municipality.

9 IR SCANNING

The Contractor to carry out IR scanning on Municipal equipment. The Contractors operator must be trained to a level 1 thermograph.

Contractor must have camera that operate at 50 hertz (real time).

Have telescopic lens to work in HV yards have an anemometer required for wind speed and humidity. An infrared thermography shall be used to detect abnormal heating connections on the control panels and distribution boards and other related equipment.

Complete detailed reports shall be submitted for each substation indicating each point scanned as well as the seriousness thereof. When the fault has been located, it shall be reported urgently to the responsible representative of the Electrical Department.

10 TESTING / COMMISSIONING 11 KV PANELS / RMU'S

10.1 Ductor testing of bus bar connection shall be carried out with Micro OHM meter that is able to induce a minimum of 600 amps. Independent tests are to be carried out on the Red, White and Blue phase (panel to panel and not the whole board on one test).

10.2 Connection of bus wiring between panels:

- ensure correct side or wire is being used.
- all grommets are fitter per panel.
- all connections are tight and secure.
- continuity to be tested.

11 EARTH MAT TEST

- The instrument used must determine the earth resistance measurement using the "fall of potential method".
- For any Switch House, Substation or Mini-Sub, the Earth Reading is to be below 1 Ohm.
- If structures in a Substation are to be tested, then a common point is to be chosen and all the other points are to be tested to that point by means of Ductor testing.



12 DATA - SHEET

The contractor to create a data sheet with the minimum the following information but not limited to:

PROTECTION TESTING	
ITEM	CHECKS TO BE CARRIED OUT
Panel Data	Substation
	Panel Designation
	Panel Number
	Date Tested
Breaker Data	Make
	Serial Number
	Type
	Current Rating
	Short circuit rating
	Trip counter
	Spring charge
	Close function
	Earth facilities
	Last maintenance
Protection Relays	Function
	Make
	Serial Number
	Current / Voltage Rating
	Pickups
	Time multiplier
	High set
	CT ratio selected
Current Trf	Make
	Serial number
	Function
	Type
	Class
	VA
	Ratio
	Knee point
	Earthing
Voltage Trf	Make
	Type
	Serial number
	Voltage
	Rating
	Voltage factor
	Class
Battery Charger	Make
	Serial Number
	Type
Batteries	Make
	Type
	Cell voltage rating
	Cell A/H rating



13 PROTECTION GRADING

A basic model must be created on power Master (computer aided software) by contractor and be given to the line manager. All models created for protection grading are to be handed to line Manager: technical Services in electronic format as part of this contract. It would be required to carry out a network analysis and collect relevant data as and when needed. It is required to carry out a protection grading and coordination study for the HV and MV feeders. Compiling of a report and implement settings of the relays as per coordination calculation. The contractor is to maintain a model of the municipal medium and high voltage network so as to upgrade protection setting for changes in the network for the duration of this contract.

14 REPLACEMENT OF PROTECTION EQUIPMENT

The cost of major materials is to be included from the costing of the work. Minor material includes wire, lugs, identification numbers/tags, bolts, jigsaw blades, spray paint & masking tape. Allowance must be made for an approved blanking plate to be supplied where required.

- 14.1. When protection relays are to be installed an allowance must be made for additional wiring due to the upgrade from Electromechanical to Numerical Relays.
- 14.2. For umbilical cord installations, modifications need to be made on most panels for the inclusion of remote closing on the panels. This may include the Auxiliary wiring of the breakers.
- 14.3. Panel labels are to be of an engraved type (Black on a white background).

15 CLOSE-OUT REPORT

After each section of the works completed the contractor will supply an overall report which shall include but in not limited to the following:

- Data Sheet
- Drawing
- Cost
- Condition Report
- Maintenance Report
- Asset Register Report

16. SAFETY PLAN: OCCUPATIONAL HEALTH AND SAFETY PLAN

This Schedule shall be completed, signed and returned with bid documents of which it forms part. It is a requirement of this contract, that a Safety Plan, in accordance with Municipality's Safety Rules and Occupational Health and Safety Act 1993 as amended, be submitted with this bid. The safety plan must provide for the procedures and equipment necessary to undertake the scope of work specified in this bid document, in all aspects.

Failure to provide this Safety Plan would render the submitted bid, technically non-compliant. Bidders to take special note of the known security risks where special arrangements may be needed to work at specific premises.



17. SCHEDULE OF EQUIPMENT

Items 1 to 11 of the equipment list below are pre-requisites; Proof of said specialized equipment is to be submitted for the Implementation of this contract, contractors without the equipment will not be considered. Failure to submit proof of equipment availability shall result in the offer being deemed non-responsive. Bidders are to submit ownership in the form of photographs, calibration certificates and equipment information, such as serial numbers, models and make of the listed specialized equipment.

NO	EQUIPMENT	RANGE
1	Computer Aided Primary Injection Equipment	Similar to Omicron CPC100
2	Secondary Injection Equipment	100 Amps, 1 000 Volts
3	Computer Aided Secondary Test Set	Similar to Omicron CMC356
4	Breaker Speed Tester	Speed Testing, Minimum Coil
5	Ductor Tester	600 Amps
6	Insulation Resistance Tester	5/10/15 kV.
7	VLF Tester, Include Tan Delta Function	46 kV, 0.1 Hertz
8	Meters & Hand Tools	Multimeters, Clip on Ammeters, Phase Rotation Meter, Hand Tools, 1000V Insulation tester, Torque Wrench, Flash to test ARC Sensor
9	Phasing Sticks	12 kV
10	Live Tester	Up to 66 kV
11	Infrared Camera	50 Hertz & Telescopic Lens
12	Power master (computer aided software)	Load Flow Studies & Protection Grading

18. COMPETENCY OF BIDDER'S STAFF

This Schedule shall be completed, signed and returned with bid documents of which it forms part of copies of qualifications of key personnel must be submitted with the returnable documents. Failure to complete this schedule may result in the offer being deemed non-responsive. In terms of the Contract, the bidder intends using the following staff that are deemed competent as laid down in Municipality's Code of Practice and Safety Rules.

NAME	DATE OF SUCCESSFUL COMPLETION OF COURSE



19. SCHEDULE OF STAFF

NO	FUNCTION	MINIMUM QUALIFICATION
1	Team Leader – Meet with Manager or Representative, Facilitate Protection Design, Attend to Equipment Inspections.	Test Engineer – B Tech (6 Years Experience).
2	Protection Testing Team (Testing & Grading)	Test Technician – National Diploma (5 Years Experience) Engineering Assistant
3	Cable Testing, IR Scan.	Field Technician – Electrician Engineering Assistant
4	Substation Maintenance Team – Battery maintenance, Live Current Readings, Ammeter Replacement, Relay Replacement	Field Technician – Electrician Engineering Assistant

NOTE:

The above Qualifications are a pre-requisite, **Proof of which shall be submitted at the time of Tender submission.** Without this proof the submission will be considered non-responsive and will not be considered further.

1. Details of the bidder's previous proven competency and experience in the execution of work of an identical nature to that described in this document.
2. Curriculum Vitae of all electricians and supervisory staff the bidder intends to use on this contract, who are in the employ of the bidder and deemed competent at the time of bidding, detailing the following:
 - (a) Experience in the execution of work of an identical nature to that described in this contract
 - (b) Employees of the tenderer, deemed competent at the time of bidding, detailing the following:
 - (i) Qualifications
 - (ii) Details of Competency
 - (c) All new appointees to the tender will be authorised by the contract manager.



20. CODES OF PRACTICE

CODES OF PRACTICE AND SAFETY RULES

1. ORHVS directive - Underground cable
2. ORHVS directive - Substations
3. ORHVS directive - Overhead lines
4. Municipality directive - Safety rules
5. Occupational Health and Safety Act of 1993 as amended.
6. Code of Practice for Wiring of Premises SANS 10142 - 2 / SANS 10142 - 1
7. **BIDDER MUST SUBMIT A VALID ORHVS CERTIFICATE.**

21. SCHEDULE OF PLANT AND EQUIPMENT

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

1. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.



2. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.

QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



22. SCHEDULE OF SUBCONTRACTORS/ JOINT VENTURE

I/we the tenderer, notify the Sol Plaatje Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS / JOINT VENTURE				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			

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

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**23. SCHEDULE OF SAME OR SIMILAR WORK EXPERIENCE OF THE TENDERER –
CURRENT CONTRACTS**

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.



Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

24. SCHEDULE OF SAME OR SIMILAR WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by me/ourselves:

COMPLETED CONTRACTS					
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			

Attach additional pages if more space is required.



Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



MBD 3.1

SOL PLAATJE LOCAL MUNICIPALITY

CONTRACT NUMBER: INF/CEE01/2023 - SUPPLY, DELIVERY, INSTALLATION, COMMISSION AND MAINTENANCE OF PROTECTION EQUIPMENT FOR ELECTRICAL NETWORK

PRICING SCHEDULE

Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2023/2024	Year 2 2024/2025	Year 3 2025/2026	
	Schedule of Work					
1	Circuit Breaker Testing					
1.1	Circuit Breaker Mechanical Test: Per Switch Panel	Per Panel				
1.2	Circuit Breaker Electrical Test: Per Switch Panel	Per Panel				
2	Current Transformer					
2.1	Verify ratios per core	Per set				
2.2	Record mag curve per core	Per set				
2.3	Verify Polarity per core	Per set				
2.4	Measure Insulation Resistance per core	Per set				
2.5	Measure Loop Resistance per core	Per set				
3	Voltage Transformer					
3.1	Verify ratios per core	Per set				
3.2	Verify Polarity per core	Per set				
3.3	Measure Insulation Resistance per core	Per set				
4	Protection Relays					
4.1	Overcurrent & Earth Fault Protection, Test Overcurrent and Earth Fault Relay Function (Electromechanical Relay)	Per Relay				
4.2	Overcurrent & Earth Fault Protection, Test Overcurrent and Earth Fault Relay Function (Numerical Relay)	Per Relay				



Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2023/2024	Year 2 2024/2025	Year 3 2025/2026	
4.3	Test Directional Overcurrent and Earth Fault Relay Function (Electromechanical Relay)	Per Relay				
4.4	Test Directional Overcurrent and Earth Fault Relay Function (Numerical Relay)	Per Relay				
4.5	Test Sensitive Earth Fault Relay Function	Per Relay				
4.6	Test Breaker Fail Function	Per Breaker				
4.7	Feeder Differential Protection (Pilot Wire) – using primary injection test	Per Relay				
4.8	Feeder Differential Protection (Pilot Wire) – using secondary injection test	Per Relay				
4.9	Feeder Fitted with Inter-tripping Relays	Per Relay				
4.10	Master Trip and Auxiliary Relay	Per Panel				
4.11	Logic Function	Per Relay				
4.12	Aux Function	Per Relay				
5	Bus bar Protection / ARC Protection					
5.1	ARC Sensors	Per Unit				
5.2	Master Relay, Light & Current	Per Unit				
5.3	Master Relay, Light only	Per Unit				
5.4	Cable Chamber Relay	Per Unit				
6	Timers					
6.1	Timers	Per Unit				
7	Transformer Commissioning Test and Checks					
7.1	Main Buchholz relay and auxiliary relay Elements	Per Unit				
7.2	Tap Change Buchholz relay and auxiliary relay Elements	Per Unit				
7.3	NEC/R Buchholz relay and auxiliary relay Elements	Per Unit				
7.4	Main Oil temperature sensor relay and auxiliary relay element	Per Unit				
7.5	NEC/R Oil temperature sensor relay and auxiliary relay element	Per Unit				



Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2023/2024	Year 2 2024/2025	Year 3 2025/2026	
7.6	Winding temperature relay and auxiliary relay element	Per Unit				
7.7	Pressure relief valve relay & aux relay elements	Per Unit				
7.8	HV Restricted Earth Fault Relay (Secondary Injection)	Per Unit				
7.9	HV Restricted Earth Fault Relay (Primary Injection)	Per Unit				
7.10	LV Restricted Earth Fault Relay (Secondary Injection)	Per Unit				
7.11	LV Restricted Earth Fault Relay (Primary Injection)	Per Unit				
7.12	Differential Protection Scheme (Electromechanical Relay)	Per Scheme				
7.13	Differential Protection Scheme (Numerical Relay)	Per Scheme				
7.14	Differential Protection Scheme (Primary Injection)	Per Scheme				
7.15	Neutral Earthing Resistor, Computer Aided Test Set Used	Per Unit				
7.16	Transformer Tap Changer Mechanism and Controller	Per Unit				
7.17	Transformer tap change panel single unit	Per Scheme				
7.18	Transformer tap change master follower scheme	Per Scheme				
7.19	Transformer Short Circuit (Taps, Min-Nominal-Max), Computer Aided Test Set Used	Per Unit				
7.20	Transformer Ratio Test (Taps, All), Computer Aided Test Set Used	Per Unit				
7.21	Transformer Open Circuit Test (Taps, All), Computer Aided Test Set Used	Per Unit				
7.22	Transformer Zero Sequence Test (Taps, Min-Nominal Max), Computer Aided Test Set Used	Per Unit				
7.23	Transformer Vector Group (Taps, Nominal), Computer Aided Test Set Used	Per Unit				
7.24	Transformer Sweep Frequency (Taps, Nominal), Computer Aided Test Set Used	Per Unit				
7.25	Transformer – Resistance & continuity of OLTC (Taps, All), Computer Aided Test Set Used	Per Unit				



Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2023/2024	Year 2 2024/2025	Year 3 2025/2026	
8	Requirements for On-Site Testing					
8.1	New panel, Verify Wiring According to drawings, Continuity & Insulation testing	Per Panel				
8.2	Loop Resistance of Pilot Wire Cables	Per Scheme				
8.3	Pilot Cable Cores Insulation testing	Per Scheme				
8.4	Function Testing of Panel	Per Panel				
8.5	Secondary Injection of Ammeter / Voltmeter	Per Unit				
8.6	On-Load Checks	Per Panel				
8.7	Correction of Drawings	Per Panel				
9	Protection Settings					
9.1	Electromechanical	Per Relay				
9.2	Solid State – Apply settings	Per Relay				
9.3	Numerical – Apply settings and Logics	Per Relay				
9.4	Additional Logic per Numerical Relay	Per Relay				
9.5	Additional Setting per Numerical Relay	Per Relay				
10	Battery Charger					
10.1	110v (Visual Inspection, Float & Boost Voltage, Equalize Voltage, Clean unit, Current limits, Alarm card)	Per Unit				
10.2	30v (Visual Inspection, Float & Boost Voltage, Equalize Voltage, Clean unit, Current limits, Alarm card)	Per Unit				
11	Batteries per bank					
11.1	NiCad (5 yearly test – load test, discharge test, retorquer terminals – 3 cycles of charging and discharging required)	Per Bank				
11.2	Lead Acid ((5 yearly test – load test, discharge test, retorquer terminals)	Per Bank				



Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2023/2024	Year 2 2024/2025	Year 3 2025/2026	
12	Pressure Testing VLF, Tan Delta Testing of Equipment					
12.1	11kV switchgear	Per Panel				
12.2	11kV cable	Per Feeder				
12.3	66KV Bushings	Per Unit				
12.4	66/11kV, 2 winding Transformer	Per Unit				
13	IR Scanning					
13.1	Scanning	Per Hour				
13.2	Reporting	Per Hour				
14	11kV Panel Installation					
14.1	Ductor testing of Bus bar Connections	Per Node				
14.2	Connection of Bus wiring	Per Panel				
15	Earth Mat test					
15.1	Earth Matt Test	Per Matt				
16	Data Sheet					
16.1	Create Data Sheet, Breaker, Relay, CT, VT, Settings, Battery Charger, Function Testing, Ductor, Megger, etc.	Per Panel				
17	Protection Grading					
17.1	Gather Data, CT Ratio, Relay Details, network analysis	Per Hour				
	Network model					
17.2	Expand model for fault levels, loading and coordination	Per Hour				
17.3	Load flow execution and verification	Per Hour				
17.4	Short circuit study and simulation	Per Hour				
	Protection coordination					
17.5	Expand model for fault levels, loading and coordination	Per Hour				
17.6	Protection grading study	Per Hour				



Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2023/2024	Year 2 2024/2025	Year 3 2025/2026	
17.7	Protection discrimination graphical report	Per Hour				
18	Replacement of Protection Equipment					
18.1	Relay Replacement, Including Blanking Plate & Wiring	Per Unit				
18.2	Ammeter / Voltmeter, Including Blanking Plate & Wiring	Per Unit				
18.3	Umbilical Cord, Installation of Plug for Remote Trip / Close	Per Unit				
18.4	Umbilical Cord, signal bulbs installation, Remote Cord Including Wall Installation	Per Unit				
18.5	Trip / Close Coils Replacement, Installation	Per Unit				
18.6	Panel Labels, Supply & Install	Per Unit				
18.7	MCB / Transducer Replacement	Per Unit				
19	Additional Day works					
19.1	Engineer	Per Hour				
19.2	Technician	Per Hour				
19.3	Authorized Person	Per Hour				
19.4	Draftsman	Per Hour				
19.5	Skilled Worker	Per Hour				
19.6	General Worker	Per Hour				
19.7	Transport to Kimberley	Per trip				
19.8	Transport (Additional)	Per km				
	Total bid price (excl. VAT)					
	15% VAT					
	Total bid price (Incl. VAT)					

NB: BIDDERS MUST PRICE ALL ITEMS, FAILURE TO DO SO THE BID WILL NOT BE CONSIDERED

NB: THE BIDDER MUST SUBMIT A VALID ORHVS CERTIFICATE.



DELIVERY WITHIN _____ WEEKS

VALUE ADDED TAX AS WELL AS DELIVERY COSTS TO THE MUNICIPAL STORES MUST BE INCLUDED IN ALL PRICES

THESE BID PRICES WILL HOLD GOOD UNTIL _____

N.B: IF PRICES ARE NOT FIRM, PRICES MUST BE FIXED FOR THE PERIOD OF 12 MONTHS FROM THE DATE OF COMMENCEMENT.

I/WE AGREE TO THE CONDITIONS AS SET OUT IN THE ATTACHED SPECIFICATIONS
AND CONDITIONS OF TENDER

SIGNATURE OF TENDERER: _____

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____

2. _____

DATE: _____



N.B: This form must be signed by the bidder and witnessed. Removal of any of the details from the tender documents may disqualify the tender.

Bids MUST comply with the following Special Conditions of the Contract where applicable:

- **Period required for delivery** _____ **days**

- **Completion of Project** _____ **weeks**

- Does the offer comply with the specification(s)?

YES	NO
-----	----

- Delivery basis

YES	NO
-----	----

- **Settlement Discount Allowed**

- _____ % 30 days

- _____ % 15 days

- **Value added Tax as well as Delivery Costs to the Municipal Stores must be included in ALL PRICES**

BIDDER SIGNATURE

DATE:



MBD 3.2

SOL PLAATJE LOCAL MUNICIPALITY

CONTRACT REF NO: INF/CEE01/2023 - SUPPLY, DELIVERY, INSTALLATION, COMMISSION AND MAINTENANCE OF PROTECTION EQUIPMENT FOR ELECTRICAL NETWORK

METHOD OF PRICING AND PRICE ADJUSTMENTS

THIS BID WILL NOT BE CONSIDERED IF ONE OF THE FOLLOWING OPTIONS OF THIS DOCUMENT (MBD 3.2) IS NOT SELECTED AND FULLY COMPLETED

PLEASE INDICATE IF PRICES ARE FIRM OR NOT FIRM FOR THE DURATION OF THIS CONTRACT.

SELECT NUMBER 1 OR NUMBER 2

1. ☐ Prices are firm for the duration of this contract (including prices subject to Rates of Exchange or any other reasons) Variations will not be considered.

N.B.: AS FROM THE CLOSING DATE OF THE BID, BASE PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT

2. ☐ Prices not firm for the duration of this contract and price variations are applicable

If prices are not firm and number 2 was selected, COMPLETE OPTIONS (A, B or C). One of the options MUST be selected if prices are not firm. Note that only one of the options can be applied to any one of the activities listed in the schedule of quantities and the bidder should clearly indicate the item numbers for options B and C Escalation (Option A) will be calculated on all items which are not listed in options B or C

N.B.: AS FROM THE CLOSING DATE PRICES MUST HOLD GOOD FOR AT LEAST 12 MONTHS OF THE DURATION OF THE CONTRACT BEFORE ANY PRICE ADJUSTMENTS COULD BE SUBMITTED.

- A. ☐ **NON-FIRM PRICES SUBJECT TO ESCALATION**

1. In cases of period contracts, non-firm prices will be adjusted with the assessed contract price adjustments implicit in non-firm prices when calculating the comparative prices
2. The value of each monthly statement for payment shall be increased or decreased by the amount obtained by multiplying the tender rate for a scheduled item "A_i" by the Contract Price Adjustment Factor for the specific item, rounded off to the fourth decimal place, determined according to the formula:



$$Pa = (1-V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

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

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

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

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

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

B. ☐ PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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



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

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

C. ☐ None firm prices based on documentary evidence (including actual supplier's invoices, motivations and letters of confirmation from the bidder's supplier)

I/WE AGREE TO THE CONDITIONS AS SET OUT IN THE ATTACHED SPECIFICATIONS AND CONDITIONS OF BIDDER

SIGNATURE OF BIDDER: _____

NAME OF COMPANY: _____

ADDRESS: _____

CELL TELEPHONE NO: _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____ Name Print _____

2. _____ Name Print _____

DATE _____

N.B: THE MBD 3.2 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

AMENDMENTS AND ALTERATIONS: ANNEXURE A

If the bidder desires to amend, vary or alter any of the specifications, conditions of contract, schedule of prices, he/she is to state so hereunder and is to set out clearly the details and character of any amendments, variations or alterations he proposes, together with the variation in cost from his bid price, if there be any variation.

Unless noted in this page when bidding or supported by a covering letter attached to this bid, no variations or alterations which the bidder desires to put forward or into effect, will be executed strictly in accordance with these documents.

SIGNATURE OF BIDDER _____

DATE: _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: _____

Department: _____

Contact Person: _____

Tel: _____ Cell: _____

Fax: _____

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: _____

Contact Person: _____

Tel: _____ Cell: _____

Email address: _____



DECLARATION OF INTEREST

BIDDERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED. SHOULD YOUR INTEREST BE DISCOVERED AFTER THE AWARD OF THE CONTRACT THE MUNICIPALITY SHALL TERMINATE YOUR CONTRACT ON THE BASIS OF THE ABOVE.

1. No bid will be accepted from persons in the service of the State¹. (Employed by the State)
2. Any person, having a kinship with persons in the service of the State (Employed by the State), including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative: _____

3.2 Identity Number: _____

3.3 Position occupied in the Company (director, trustee, shareholder²) _____

3.4 Company Registration Number: _____

3.5 Tax Reference Number: _____

3.6 VAT Registration Number: _____

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

3.8 Are you presently in the service of the State? (Employed by the State)?

YES	NO
-----	----

3.8.1 If yes, furnish particulars _____

¹MSCM Regulations: "in the service of the State" means to be –

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

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



3.9 Have you been in the service of the State (employed by the State) for the past twelve months?

YES	NO
-----	----

3.9.1 If yes, furnish particulars

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

YES	NO
-----	----

3.10.1 If yes, furnish particulars.

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

YES	NO
-----	----

3.11.1 If yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the State (employed by the State)?

YES	NO
-----	----

3.12.1 If yes, furnish particulars.

3.13 ARE ANY **SPOUSE, CHILD OR PARENT** OF THE COMPANY'S DIRECTORS, TRUSTEES, MANAGERS, PRINCIPLE SHAREHOLDERS OR STAKEHOLDERS IN THE SERVICE OF THE STATE (EMPLOYED BY THE STATE)

YES	NO
-----	----

3.13.1 If yes, furnish particulars



3.14 DO YOU OR ANY OF THE **DIRECTORS, TRUSTEES, MANAGERS, PRINCIPLE SHAREHOLDERS**, OR STAKEHOLDERS OF THIS COMPANY HAVE ANY INTEREST IN ANY OTHER RELATED COMPANIES OR BUSINESS WHETHER OR NOT THEY ARE BIDDING FOR THIS CONTRACT.

YES NO

3.14.1 If yes, provide information of other companies as reflected on CSD report:

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

Full Name	Identity Number	State Employee Number

DECLARATION

I, THE UNDERSIGNED (NAME) _____

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

I ACCEPT THAT THE MUNICIPALITY MAY REJECT THE BID OR ACT AGAINST ME / COMPANY SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

(Print) Name of bidder

THE MBD4 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER

BIDDER MUST UPDATE MBD 4 DOCUMENT ANNUALLY IN LINE WITH SCM POLICY.

**PREFERENCE POINT SYSTEM****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022 AND SCM PREFERENTIAL PROCUREMENT
POLICY****PURCHASES**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

The following mandatory documents are required in order for bidders to claim specific goal points:

- B-BBEE Certificate / Sworn Affidavit (For EMEs & QSEs)
- Medical Certificate (in case of disability)
- Municipal Account or Lease Agreement
- CSD must be submitted in order to qualify for Specific Goals Points



2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- (t) **“Specific Goal”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability



3. ADJUDICATION USING A POINT SYSTEM

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

POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. POINTS AWARDED FOR SPECIFIC GOALS

Specific goal 1 – Ownership (Black)

80/20 equal to or below R50 million		
90/10 above R50 million		
Ownership – Black		
% Ownership	80/20	90/10
<51%	2	1
>51% <100%	3	1.5
100%	5	2.5
*Locality	10	5
Total Points	20	10



Specific goal 2 – Gender (Black women)

80/20 equal to or below R50 million 90/10 above R50 million		
Gender – Black women		
% Ownership	80/20	90/10
<51%	2	1
>51% <100%	3	1.5
100%	5	2.5
*Locality	10	5
Total Points	20	10

Specific goal 3 – Youth (Black)

80/20 equal to or below R50 million 90/10 above R50 million		
Youth – Black		
% Ownership	80/20	90/10
<51%	2	1
>51% <100%	3	1.5
100%	5	2.5
*Locality	10	5
Total Points	20	10

Specific goal 4 - Disability

80/20 equal to or below R50 million 90/10 above R50 million		
Disability		
% Ownership	80/20	90/10
<51%	2	1
>51% <100%	3	1.5
100%	5	2.5
*Locality	10	5
Total Points	20	10



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

5.1 Name of company/firm: _____

5.2 VAT registration number: _____

5.3 Company registration number: _____

5.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

5.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

5.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: _____

Registered Account Number: _____

Stand Number: _____

5.8 Total number of years the company/firm has been in business: _____

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make



less favourable arrangements due to such cancellation;

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

N.B: THE MBD 6.1 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES.

SIGNATURE: _____

NAME: (PRINT) _____

DULY AUTHORISED TO SIGN ON BEHALF OF _____

ADDRESS _____

TELEPHONE NO. _____

DATE _____

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____



ATTACHED CERTIFIED COPY OF THE B-BBEE / SWORN AFFIDAVIT CERTIFICATE HERE

SOL PLAATJE MUNICIPALITY



MBD 6.1.1

What are the other firms' principal business activities? _____

Describe all property agreements relating to facilities shared:

FACILITY	MONTHLY	RENTAL	AMOUNT	OWNER	AGREEMENT VERBAL/WRITTEN

(F) Did the firm exist under a previous name? (✓ tick one box)

Yes

☐

No

☐

If yes, what was its previous name and who were the owners/ partners/directors?

(G) Identify any owner or shareholder who has membership interest, or is an employee of, or has duties in another business enterprise, which has also tendered for this contract.

OWNER/ SHAREHOLDER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNERSHIP	TYPE OF BUSINESS OF OTHER FIRM

(H) Is this a joint venture contract? (✓ tick one box)

Yes

☐

No

☐

If yes, describe the joint venture (with what firm and value of work)



MBD 6.1.1

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

- (i) the information furnished is true and correct;
- (ii) no part of this contract, other than stated at the time of bid or application, will be subcontracted to other parties.
- (iii) the signatory to the bid document is duly authorised thereto;
- (iv) documentary proof regarding any bidding issues will, when required, be submitted to the satisfaction of the Municipality.
- (v) Upon detecting any false claim or statement will result in the de-registration and the bidder will be prevented from participating in future contracts for a period of three (3) years.

N.B: THE MBD 6.1.1 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

SIGNATURE: _____

NAME: (PRINT) _____

DULY AUTHORISED TO SIGN ON BEHALF OF _____

ADDRESS _____

TELEPHONE NO. _____

DATE _____

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Penalty: -

Upon detecting any false claim or statement hereunder will result in the bidder's de-registration and the bidder will be prevented from participation in future contracts for a period of three (3) years.

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		



MBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

N.B: THE MBD 8 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

Signature

Date

Position

Name of Bidder

I confirm that I am duly authorized to sign this contract.

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

DATE _____

WITNESSES

1 _____

Name Print _____

2 _____

Name Print _____



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Ref Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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



8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

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

N.B: THE MBD 9 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

_____	_____
Signature	Date
_____	_____
Position	Name of Bidder (print)

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____



SOL PLAATJE LOCAL MUNICIPALITY

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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



TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty / Guarantee
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties



General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids. Within the Northern Cape Province the closing hour will be 10H00, as per Post Office official time.
 - 1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 **"Day"** means calendar day.
 - 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
 - 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
 - 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 **"GCC"** means the General Conditions of Contract.
 - 1.15 **"Good standing"** means not being blacklisted or involved in illegal activities, must comply with Sol Plaatje Municipality Credit Control Policy with regard to payments for services, and must have satisfactorily complied with present and previous contractual obligations.
 - 1.16 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.17 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which



have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.18 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.22 **“Purchaser”** means the organization purchasing the goods.
- 1.23 **“Republic”** means the Republic of South Africa.
- 1.24 **“SCC”** means the Special Conditions of Contract.
- 1.25 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26 **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted as well as e-mailed bid documents, unless stated as such in the invitation to bid or contract.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.1 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of Contract documents and information; inspection.

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



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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC. The above excludes construction contracts/road repairs, civil, mechanical and electrical works.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Sol Plaatje Municipality or an organization acting on behalf of the Sol Plaatje Municipality.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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



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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure



- needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty / Guarantee

- 15.1 The supplier warrants or guarantees (which applicable to be indicated) that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty or guarantee (which applicable to be indicated) shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty / guarantee.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.



21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, Sol Plaatje Municipality is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right



is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to Sol Plaatje Municipality or Sol Plaatje Municipality may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.



30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid Sol Plaatje Municipality must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.



ATTACH ALL ANNEXURES HERE

SOL PLAAATJE MUNICIPALITY



SOL PLAAATJE MUNICIPALITY