

EPHRAIM MOGALE LOCAL MUNICIPALITY



BID DOCUMENT

TENDER NO. EPMLM/8/3/533

PROVISION OF PROFESSIONAL SERVICES TO REVIEW THE
ELECTRICAL OPERATIONAL AND MAINTENANCE PLAN

NOVEMBER 2025

PREPARED FOR AND BY

THE ACTING MUNICIPAL MANAGER

EPHRAIM MOGALE LOCAL MUNICIPALITY

Private Bag x 111

MARBLE HALL

0450

Tel: (013) 261 8400

Fax: (013) 261 2985

NAME OF BIDDER : _____

CSD SUPPLIER NO : _____

TENDERED AMOUNT (WORDS) : _____

TENDERED AMOUNT (FIGURES) : _____

TEL NUMBER : _____

FAX NUMBER : _____

EPHRAIM MOGALE LOCAL MUNICIPALITY



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EPHRAIM MOGALE LOCAL MUNICIPALITY



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1.1 TENDER NOTICE AND INVITATION TO TENDER

IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable Bid", and as such will be rejected.

The Municipality shall adjudicate and award tenders in accordance with **the Preferential Procurement Policy Framework Act 5 of 2000 and revised Preferential Procurement Regulation of 2022** on 100 points functionality and on a 80/20 points system, where 80 points are for the price and 20 points for Specific goals according to the said legislation.

1. If the bidder is not registered on the National Treasury's Central Supplier Database (CSD) with a compliant tax status and active business status,
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e only lump sums provided.
4. Scratching out without initialising next to the amended rates or information, writing over or painting out rates affecting evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
6. The Bid document has not been properly signed by a party having Authority to do so, according to the example of "**Authority of Signatory**".
7. No authority of signatory submitted – where it is stated that a **duly signed and dated original or certified copy of the company's relevant resolution on the company letterhead** of their members or their board of directors, must submitted.
8. Particulars required in respect of the bid have not been completed, except if information required on Preference Schedule for claiming specific goals points, is not completed, the bid will not be disqualified but no preference points will be awarded.
9. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
10. The bid has been submitted either in the wrong tender box or after the relevant closing date and time.
11. If any municipal rates and taxes or municipal service charges are owed by the bidder and any of it director(s) to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months.

12. If any bidder who during the last five (5) years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
13. The Accounting Officer must ensure that irrespective of the procurement process followed, no award may be given to a person;
 - i. Who is in the service of the state, or
 - ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state, or
 - iii. Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
14. Bid offers will be rejected if the bidder or any of its directors is(are) listed on the National Treasury List of Restricted Suppliers and List of Tender Defaulters, as persons prohibited from doing business with the state.
15. Bid offers will be rejected if the bidder has abused the Ephraim Mogale Local Municipality's Supply Chain Management System.
16. Failure to attach a copy of a valid signed Joint Venture/Consortium Agreement (if applicable) to the bid document.
17. Form of Offer and Acceptance not completed (**amount in figure and words**) and signed by the authorised signatory.
18. Not signing of all relevant forms in the tender document on the spaces provided.

EPHRAIM MOGALE LOCAL MUNICIPALITY



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PROVISION OF PROFESSIONAL SERVICES TO REVIEW THE ELECTRICAL OPERATIONAL AND MAINTENANCE PLAN

1. INVITATION TO BID AND TENDER DATA

Tenders are hereby invited from Service Providers with relevant experience and compliance documents to bid for the following.

These are subject to the PPPFA and the Preferential Regulations 2022 and the General Conditions of Contract and, if applicable, to any special conditions of contract.

Bid No & Description	Compulsory briefing And Technical Enquiries	Requirements	Bid document availability date	Nonrefundable bid fee	Closing Date and Time
EPMLM/8/3/533- PROVISION OF PROFESSIONAL SERVICES TO REVIEW THE ELECTRICAL OPERATIONAL AND MAINTENANCE PLAN	No Compulsory briefing session Date: 01 December 2025 Venue: Marble hall town hall Time: 10:00 J Durie:0132618454/ jdurie@emogalelm.gov.za	<ul style="list-style-type: none"> • ECSA registration • Proven past experience 	26/11/2025	R1 250.00	09/12/2025 at 12:00

The municipality will adjudicate and award bids in accordance with the PPR 2022 using the 80/20-point system, where 80 will be allocated to price and 20 for Specific goals of the contributor. Bids will remain valid for 90 days after the closing date.

Bid documents will be available from Wednesday 26 November 2025 by the cashiers from **08H00 to 15H30** weekdays and for free download on www.etenders.gov.za

The project/s will be subjected to functionality (quality) evaluation whereby a minimum qualifying score has to be obtained for bidders to be further evaluated for procurement points. The functionality criterion is as follows per project and further explained in the bid document:

Project No	Functionality Criterion and Weighing:	Minimum qualifying points
EPMLM/8/3/533	Company experience =30; Key Personnel Knowledge = 45; Methodology= 15; Quality management system= 10; Total=100	70 points

Completed bids in sealed envelopes, clearly marked with the relevant bid number and description, should be deposited in the bid box situated at the offices of the Ephraim Mogale Local Municipality, 2 Ficus Street, Marble Hall, 0450, where bids will be opened in public.

NB: Bidders should ensure that bids are delivered in time to the correct address. Late bids will not be accepted. Ephraim Mogale Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept any bid as a whole.

SCM related enquiries should be directed to the Supply Chain Management Unit at (013) 261 8450/8462/8496/8448/8541 or by email at ephmlmsupplychain@emogalelm.gov.za and Technical enquiries may be directed to Mr J Durie at 013 261 8454 / jdurie@emogalelm.gov.za

**MAPHUTHA T.P.
ACTING MUNICIPAL MANAGER**

EPHRAIM MOGALE LOCAL MUNICIPALITY**TENDER NO: EPMLM/8/3/533**

**PROVISION OF PROFESSIONAL SERVICES TO REVIEW THE ELECTRICAL
OPERATIONAL AND MAINTENANCE PLAN**

1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the sub clause in the Standard Conditions of Tender to which it mainly applies.

Sub-clause	Data
F.1.1	The employer is the EPHRAIM MOGALE LOCAL MUNICIPALITY .
F.1.1.4	<p>The Project Document issued by the employer consists of the following:</p> <p><u>THE TENDER</u></p> <p>1. TENDERING PROCEDURES</p> <p>1.1 Tender Notice and Invitation to Tender</p> <p>1.2 Tender Data</p> <p>2. RETURNABLE DOCUMENTS</p> <p>2.1 List of Returnable Documents</p> <p>2.2 Returnable Schedule</p> <p>THE CONTRACT</p> <p>3. AGREEMENT AND CONTRACT DATA</p> <p>3.1 Form of Offer and Acceptance</p> <p>3.2 Contract Data</p> <p>4. PRICING DATA</p> <p>4.1 Pricing Instructions</p> <p>4.2 Bills of Quantities</p> <p>5. SCOPE OF WORK</p> <p>5.1 Description of Works</p> <p>6. ANNEXURES</p>

Sub-clause	Data
	6.1 Ephraim Mogale Local Municipality Supply Chain Policy (available on the website at www.ephraimmogalelm.gov.za)
F.1.4	<p>The employer's agent is: J Durie</p> <p>Ephraim Mogale local Municipality</p> <p>P O Box 111, MARBLEHALL,0450</p> <p>Tell: 013 261 8454 Fax: 013 261 2985</p> <p>Email: jdurie@emogalelm.gov.za</p>
F.1.5	<p>The employer reserves the right to reject award to the highest scoring tenderer (as calculated according to Clause F.3.11.3 should the offer pose a commercial {and/or} delivery risk to the successful completion of the project and to the Employer.</p>
F.2.1	<p>Bid Evaluation Criteria</p> <p>The bid will be evaluated as per the below listed stages:</p> <p>(a) First Bid documents that have been disassembled and copies of the Bid documents will be disqualified outright.</p> <p>(b) Second Bidders will be checked for compliance with Bid Conditions and administrative responsiveness. Non- compliance with any of the requirements will render the Bid non- responsive and it will not be carried forward to the next stage.</p> <p>(c) Third The Bidder's capacity in terms of firm experience and capabilities will be evaluated. Each Bid will be assessed and awarded points for Functionality. Failure to achieve 70% for Functionality will render the Bid non-responsive.</p> <p>Only Bidders that score the specified minimum number of points for Functionality will be deemed to be acceptable. The rest will be disqualified.</p> <p>Bidders will be evaluated for functionality by using the below criterion whereby a minimum score points of 70% out of 100% will be required for bides to be further evaluated for procurement points.</p> <p>(1). The tenderer has in its employ registered professionals and experts as listed below, that are in compliance with the requirements stated below, or has obtained a firm undertaking from professional service providers who have in their employ such professionally registered persons as listed below, that are in compliance with the requirements stated below, and that are capable of providing such services listed in the table below</p>

Sub-clause	Data		
	Requirement		Weight
	Experience and Qualifications of the Tenderers Proposed Key Resource Experts. Electrical experts must be permanent employees. Experience, knowledge and adequacy of the proposed team members for key services /disciplines relevant to the development of an Operation and Maintenance Plan		
	Project Manager and team leader: Electrical Engineering Project Manager	<p>Registration as a Professional Electrical Engineer or as a Professional Electrical Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years' post-registration experience in development of at least one approved Electrical Operational and Maintenance Plan or Electrical Asset Management Plan in the municipal sphere in South Africa.</p> <p>Excellent: From 20 years upwards post-registration experience = 15 points. Good: From 15 years to less than 20 years post-registration experience = 11 points Acceptable: From 10 years to less than 15 years post-registration experience = 9 points Poor: From 5 years to less than 10 years post-registration experience = 5 points Non-responsive: Less than 5 years post-registration experience = 0 point</p>	Maximum : 15
	Electrical Engineer: Site manager/Data collection/measurements	<p>Registration as a Professional Electrical Engineer or as a Professional Electrical Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 2 years' post-registration experience in Electrical Engineering Operation and Maintenance in the municipal sphere in South Africa.</p> <p>Excellent: From 15 years upwards post-registration experience = 10 points Good: From 10 years to less than 15 years post-registration experience = 7.5 points Acceptable: From 5 years to less than 10 years post-registration experience = 5 points Poor: From 2 years to less than 5 years post-registration experience = 2.5 points Non-responsive: Less than 2 years post-registration experience = 0 point</p>	10
	Legal	<p>Proof of employment or service agreement for a Professional Legal Specialist in terms of the the Legal Practice Act 28 of 2014 with at least 2 years' post-registration experience in the development of policies and regulations in the municipal and/or public sector in South Africa.</p> <p>Excellent: From 15 years upwards post-registration experience = 10 points Good: From 10 years to less than 15 years post-registration experience = 8 points Acceptable: From 5 years to less than 10 years post-registration experience = 6 points Poor: From 2 years to less than 5 years post-registration experience = 4 points Non-responsive: Less than 2 years post-registration experience = 0 point</p>	10

Sub-clause	Data		
	Financial Analyst /Infrastructure/ Investment Analyst	<p>Proof of employment or service agreement for a registered Professional Chartered Accountant CA (SA), or as a Chartered Financial Analyst (CFA). Must be a member of the Chartered Institute of Public Finance and Accountancy (CIPFA) or similar public-sector professional body. Must have at least 2 years post-registration experience within any of the following areas: Project Finance, Asset Management, Investment Analysis, Investment Planning, Financial Planning, Financial Analysis, Municipal Financial Management.</p> <p>Excellent: From 15 years upwards post-registration experience = 10 points Good: From 10 years to less than 15 years post-registration experience = 8 points Acceptable: From 5 years to less than 10 years post-registration experience = 6 points Poor: From 2 years to less than 5 years post-registration experience = 4 points Non-responsive: Less than 2 years post-registration experience = 0 point</p>	10
	Company experience / Track Record of the Tenderer (Lead Tenderer and Entities in JV, Consortium, Association, etc.); Tenderer's experience and track record in executing work similar in nature to the development of an Operation and maintenance Plan.	<p>TECHNICAL SIMILAR EXPERIENCE Proven track record of experience for completion of this project or similar nature.</p> <p><input type="checkbox"/> A maximum of three(3) appointments accompanied by contactable reference letters is required to obtain maximum points of 30. <input type="checkbox"/> Each appointment letter along with contactable reference letter attached will score 10 Points.</p> <p>NOTE: Failure to submit both the required appointment letter and reference letter will result in the bidder getting zero points.</p> <p>Excellent = 30 points Tenderer has demonstrated experience and track record in completing three (3) or more Electrical Operational and Maintenance Plans in the past 10 years in South Africa. Good = 20 points Tenderer has demonstrated experience and track record in completing at least two (2) Electrical Operational and Maintenance Plans in the past 10 years in South Africa. Acceptable = 10 points Tenderer has demonstrated experience and track record in completing at least one (1) Electrical Operational and Maintenance Plans in the past 10 years in South Africa. Non-Responsive = 0 point No response. Failed to provide any evidence of experience and track record or completed less than one Electrical Operational and Maintenance Plans in the past 10 years in South Africa.</p>	30

Sub-clause	Data		
	<p>Proposed Methodology and Approach: Details of the proposed methodology and approach that the Tenderer intends to follow with regards to the effective provision of the professional services required for the development of an Operation and maintenance Plan</p>	<p>Methodology / Work plan attached</p> <p>Excellent = 15 points The important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs</p> <p>Good = 10 points The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project.</p> <p>Acceptable = 5 points The approach is generic and not necessarily tailored to address the specific project objectives. The approach does not meaningfully deal with the critical characteristics of the project. The quality plan, and approach to managing risk etc. are too generic.</p> <p>Poor = 3 points The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.</p> <p>Non-responsive = 0 point No response. Failed to address the methodology and approach.</p>	15
	<p>Lead Tenderer's Quality Management System: The Lead Tenderer's policies relating to Quality Management with regard to the effective provision of professional services required for the project planning, project preparation,</p>	<p>Excellent = 10 points Lead Tenderer is SANS 9000 / ISO 9001 certified with proof of certification provided. Lead Tenderer's quality management policy is very comprehensive and is most likely to result in quality work.</p> <p>Good = 8 points Lead Tenderer's quality management policy is comprehensive and is likely to result in quality work. Lead Tenderer is currently undergoing certification but has not yet achieved the SANS 9000 / ISO 9001 certification. Proof of Tenderer currently undergoing the certification process with an accredited certification body is provided.</p> <p>Acceptable = 6 points Lead Tenderer's quality management policy is basic, workable, and is likely to result in quality work. Lead Tenderer is currently undergoing certification but has</p>	10

Sub-clause	Data		
	project implementation and associated project support services for the delivery of an Operation and Maintenance Plan.	<p>not yet achieved the SANS 9000 / ISO 9001 certification. Proof of Tenderer currently undergoing the certification process with an accredited certification body is provided.</p> <p>Poor = 4 points Lead Tenderer's quality management policy is elementary. Lead Tenderer is not SANS 9000 / ISO 9001 certified and has neither undergone, nor is currently undergoing any SANS 9000 / ISO 9001 certification processes with an accredited certification body.</p> <p>Non-responsive = 0 point No response. Failed to provide the required information.</p>	
		Maximum possible score (Points)	100
		Total	100
		Qualifying score	70 (70%)
	<p>(2) The tenderer's primary business is to provide professional services in the electrical design and construction environment and the tenderer has experience in the provision of consulting engineering, infrastructure planning and related services.</p> <p>(3). The tenderer confirms that it has put in place specifically for the purpose of this tender, professional indemnity insurance cover (which cover is effective from not later than the closing date of this tender) issued by a reputable insurer of an amount of not less than R5 million in respect of a claim without limit to the number of claims. In the case of a Joint Venture, Consortium or Association, the lead party must have met this minimum requirement.</p> <p>(4). The tenderer (including all parties in a Joint Venture, Consortium, or Association) submits with his tender an original tax clearance certificate (active Tax Compliance Status (TCS) PIN) issued by the South African Revenue Services (SARS) which must be valid for the duration of the tender validity period.</p> <p>(5) The Tenderer, or a member of the tenderer's team, is not on the lists of tender defaulters published by National Treasury in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. In addition, the tenderer, or any of his principals, is not/are not under any restriction(s) to do business with the employer.</p> <p>The financial offer will be scored using the following:</p> $P_s = W_1 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>P_s = Points scored for functionality and price of the bid/proposal</p> <p>W₁ = (1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value below R 50 000 000</p>		

Sub-clause	Data															
	<p>Pt = Rand value of tender under consideration</p> <p>Pmin = Rand value of the lowest acceptable tender</p> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.</p> <p>Tender preferences claimed (80/20)</p> <p>Points will be awarded to a tenderer for attaining the specific goals in line with the table below.</p> <table><tr><th>Preference Points for specific goals</th><th>Means of Verification</th><th>Number of Points</th></tr><tr><td>Atleast 51% Black ownership</td><td>Identification documents / CSD Report / CIPC Certificate</td><td>10</td></tr><tr><td>Atleast 51% Women Ownership</td><td>Identification document / CSD Report / CIPC Certificate</td><td>5</td></tr><tr><td>Atleast 51% People with Disability</td><td>Medical Report indicating disability</td><td>3</td></tr><tr><td>Atleast 51% Youth ownership (18 to 35 Years of age)</td><td>Identification document / CSD Report / CIPC Certificate</td><td>2</td></tr></table> <p>The points scored by a tenderer in respect of specific goals must be added to the points scored for price as calculated.</p>	Preference Points for specific goals	Means of Verification	Number of Points	Atleast 51% Black ownership	Identification documents / CSD Report / CIPC Certificate	10	Atleast 51% Women Ownership	Identification document / CSD Report / CIPC Certificate	5	Atleast 51% People with Disability	Medical Report indicating disability	3	Atleast 51% Youth ownership (18 to 35 Years of age)	Identification document / CSD Report / CIPC Certificate	2
Preference Points for specific goals	Means of Verification	Number of Points														
Atleast 51% Black ownership	Identification documents / CSD Report / CIPC Certificate	10														
Atleast 51% Women Ownership	Identification document / CSD Report / CIPC Certificate	5														
Atleast 51% People with Disability	Medical Report indicating disability	3														
Atleast 51% Youth ownership (18 to 35 Years of age)	Identification document / CSD Report / CIPC Certificate	2														
F.2.7.	<p>Briefing session</p> <p><u>There will be a briefing session which not compulsory scheduled as follows</u></p> <p>Date: 01 December 2025</p> <p>Venue: Marble hall town hall</p> <p>Time: 10:00</p>															
F.2.10.3	<p>The tendered lump sums and rates shall be final and binding irrespective of the total tender price. Rates and prices are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p>															
F.2.12	<p>No alternative tender offers will be considered</p>															
F.2.13.1	<p>Where the tendering entity is a joint venture, it is recommended that the standard CIDB Joint Venture Agreement document be used.</p>															
F.2.13.3	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Ephraim Mogale local Municipality, 2 Ficus Street Marble Hall.</p> <p>Identification details: EPMLM/8/3/533 – PROVISION OF PROFESSIONAL SERVICES TO REVIEW THE ELECTRICAL OPERATIONAL AND MAINTENANCE PLAN</p>															

Sub-clause	Data
F.2.13.5	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
F.2.15	Closing time for submission of tender offers is: Tuesday 09 December 2025 @ 12H00.
F.2.16	The tender offer validity period is 90 days .
F.2.16.2	The tenderer is required to submit with his tenders a copy of their Central Supplier Database registration or summary report for validation.
F.3.4	The time and location for opening of tender offers: Time: 12H00 on Tuesday 09 December 2025 Location: Tender Box at Ephraim Mogale local Municipality, 2 Ficus Street, Marble Hall.
F.3.5.	A two-envelope procedure will not be followed.
F.3.13.	Tender offers will only be accepted on condition that: a) The tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and b) The tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect. c) The tenderer is registered on the Central Supplier Database with a complaint overall tax status
F.3.17	The number of paper copies of signed contract to be provided by the Employer is one (1) .

Annex F: Standard Conditions of Tender

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **Fraudulent practice** means there is representation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially

the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings**F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers**F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	<ol style="list-style-type: none"> 1) Rank bid offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> 1) Score bid evaluation points for financial offer. 2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	<ol style="list-style-type: none"> 1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> 1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for Preferencing. 4) Calculate total bid evaluation points. 5) Rank bid offers from the highest number of bid evaluation points to the lowest. 6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- addenda issued during the tender period,
- inclusion of some of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and

acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

e-tender

EPHRAIM MOGALE LOCAL MUNICIPALITY



TENDER NO: EPMLM/8/3/533

PROVISION OF PROFESSIONAL SERVICES TO REVIEW THE ELECTRICAL OPERATIONAL AND MAINTENANCE PLAN

2. RETURNABLE SCHEDULES FOR TENDER EVALUATION

A	MBD 1 – BIDDING INFORMATION & TERMS OF BIDDING
B	MDB 4 - DECLARATION OF INTEREST
C	MDB 6.1 - PREFERENCE SCHEDULE
D	MDB 8 - PAST SCM PRACTICES
E	MDB 9 - CERTIFICATE OF INDEPENDENT BID
F	AUTHORITY OF SIGNATORY
G	PROOF OF BANKING DETAILS
H	MUNICIPAL UTILITY ACCOUNT
I	SCHEDULE OF PROPOSED SUBCONTRACTORS
J	RECORD OF ADDENDA
K	SCHEDULE OF TENDERER'S EXPERIENCE
L	PROFESSIONAL BODY REGISTRATIONS AND CERTIFICATION
M	KEY PERSONNEL – ORGANOGRAM, CVs AND QUALIFICATIONS
N	QUALITY CONTROL DOCUMENTATION
O	PROPOSED METHODOLOGY AND APPROACH
P	FORM OF OFFER & ACCEPTANCE
Q	PRICING SCHEDULE

FORM A: MBD 1**PART A
INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EPHRAIM MOGALE LOCAL MUNICIPALITY**

BID NUMBER:	8/3/533	CLOSING DATE:	09 December 2025	CLOSING TIME:	12:00
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DESCRIPTION	PROVISION OF PROFESSIONAL SERVICES TO REVIEW THE ELECTRICAL OPERATIONAL AND MAINTENANCE PLAN
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).
--

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT;

EPHRAIM MOGALE LOCAL MUNICIPALITY (BUDGET & TREASURY AND TECHNICAL BUILDING)
--

NO. 2 FICUS STREET

MARBLE HALL

0450

NOTE: THE BID BOX IS ONLY ACCESSIBLE MONDAY - FRIDAY DURING OFFICE HOURS (08:00 TO 16:30)

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	MAAA

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

DEPARTMENT	SCM	CONTACT PERSON	Johan Durie
CONTACT PERSON	JOSEPH MADISHA	TELEPHONE NUMBER	013 261 8454
TELEPHONE NUMBER	013 261 8450/ 8462	FACSIMILE NUMBER	013 261 2985
FACSIMILE NUMBER	013 261 2985	E-MAIL ADDRESS	jdurie@emogogalelm.gov.za
E-MAIL ADDRESS	ephmlmsupplychain@emogalelm.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED)</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>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.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**NB: BIDDERS ARE TO ATTACH THEIR CSD REPORTS AND TAX CLEARANCE CERTIFICATES
FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

FORM B: MBD4**MBD4****DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of 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 and/or take an oath declaring his/her interest.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid. Also select the applicable answers ☒**
 - 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* 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 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 person in the service of 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 bidder and any persons in the service of the state who may be involved with the evaluation and adjudication of this bid? YES ☐ / NO ☐

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, managers, principle shareholders or stakeholders in service of 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 service of 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 companies or business whether or not they are bidding for this contract? YES ☐ / NO ☐

3.14.1 If yes furnish particulars:

.....

.....

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

Full Name	Identity Number	Employee Number

CERTIFICATION**I, THE UNDERSIGNED****(NAME)****CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.****I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement

Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Means of Verification	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Atleast 51% Black ownership	Identification documents / CSD Report / CIPC Certificate	10	
Atleast 51% Women Ownership	Identification document / CSD Report / CIPC Certificate	5	
Atleast 51% People with Disability	Medical Report indicating disability	3	
Atleast 51% Youth ownership (18 to 35 Years of age)	Identification document / CSD Report / CIPC Certificate	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

FORM D: MBD 8**MBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM E: MBD 9**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM F: CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. **THE TENDERER MUST COMPLETE THE CERTIFICATE SET OUT BELOW FOR THE RELEVANT CATEGORY AND ATTACH A LETTER ON THE COMPANY LETTERHEAD.**

Please tick appropriate box:

A Company	B Partnership	C Joint Venture	D Close Corporation	E Sole Proprietor

A. CERTIFICATE FOR COMPANY

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....

Chairman

2.....

Date

B. CERTIFICATE OF PARTNERSHIP

We, the undersigned, being the key partners in the business trading as hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs..... Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

E. SOLE PROPRIETOR

I,....., chairperson and sole owner of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....

Chairman

2.....

Date

BIDDERS SHOULD ATTACH A DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF THE LETTER OF AUTHORITY ON THE COMPANY'S LETTERHEAD, FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE

FORM G: BIDDER'S BANKING INFORMATION

DETAILS OF BIDDERS'S BANK ACCOUNT

I/We furnish the following information:

- a) Name of Bank:
- b) Branch of Bank
- c) Town/city/suburb where bank is situated.....
- d) Contact Person at the Bank:
- e) Telephone number of Bank: Code: Number:
- f) Account Number:

I/We hereby authorise the Employer to approach the above Bank for a reference.

NOTE:

BIDDERS SHOULD ENSURE THAT THEIR BANK ACCOUNT DETAILS HAVE BEEN VERIFIED ON THE CSD REPORT. IF SUCH IS NOT VERIFIED, BIDDERS SHOULD ATTACH A COPY OF THEIR BANK CONFIRMATION LETTER

Signature..... Date.....

Name..... Position.....

Tenderer.....

FORM H: DECLARATION WITH REGARDS TO MUNICIPAL SERVICES, RATES AND TAXES
--

I _____ the undersigned, declare on behalf of (Name of Bidder) _____ that;

the bidder and (or) any of its director(s) does not owe any municipal services, rates and taxes to the municipality or any other municipality or municipal entity any amount which could be in arrears for an period for a period more than three months.

In the event that this declaration is found to be false, the bid will be rejected and found to be nonresponsive.

1. COMPANY		
NAME OF MUNICIPALITY	ACCOUNT NUMBER	ACCOUNT HOLDER / OWNER
2. DIRECTOR(S)		
NAME OF MUNICIPALITY	ACCOUNT NUMBER	ACCOUNT HOLDER / OWNER

* Copy the page if more space is required to be able to include all company directors

NOTE:

TENDERER TO SUBMIT A COPY OF A MUNICIPAL ACCOUNT OF THE COMPANY AND THAT OF ITS DIRECTOR(S) NOT IN ARREARS AND NOT OLDER THAN THREE (03) MONTHS; OR

IN THE EVENT THAT THE BIDDER IS LEASING, A LEASE AGREEMENT ALONG WITH THE ACCOUNT OF THE LEASED PROPERTY SHOULD BE ATTACHED; OR

A CONFIRMATION LETTER FROM THE LOCAL MUNICIPALITY NOT OLDER THAN THREE MONTHS CONFIRMING THAT SERVICES ARE NOT CHARGED/LEVIED AND BIDDER AND COMPANY DOES NOT OWE

(FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)

Signature..... Date.....

Name..... Position.....

Tenderer.....

FORM I: SCHEDULE OF PROPOSED SUBCONTRACTORS

Will you be subcontracting on this project?

(Tick the appropriate box)

Yes ☐ / No ☐

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name of Subcontractor	Contact Details	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

Signature.....

Date.....

Name.....

Position.....

Tenderer.....

FORM J: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued for this project?

(Tick appropriate box and complete table accordingly)

Yes ☐ / No ☐

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

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature..... Date

Name..... Position.....

Tenderer.....

FORM K: SCHEDULE OF TENDERER'S EXPERIENCE

The following is a statement of **similar works successfully executed/completed** by myself/ourselves in the last five years:

INSTITUTION NAME	RELEVANT PROJECT NAME	CONTACT PERSON	CONTACT DETAILS	PROJECT VALUE (R)*	PROJECT START & END DATE

** The project value on the above table should correspond to the supporting documents that will be attached as returnables or NO functionality points will be allocated.*

NB: COMPLETE THE TABLE ABOVE ON COMPANY EXPERIENCE (COMPULSORY TABLE) AND ALSO ATTACH PROOF OF PROJECTS LISTED ON THE ABOVE TABLE (FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)

Signature..... Date

Name..... Position.....

Tenderer.....

e-tender

FORM L: PROFESSIONAL BODY REGISTRATIONS AND CERTIFICATION

Bidders are required to submit along with their bids as part of returnable, Registrations with the below listed professional bodies (for functionality purposes). Failure to submit such as required will render the bid to be non-responsive and will thus be rejected

- Registration with the Engineering Council of South Africa
- Registration as Chartered Accountant registered Professional Chartered Accountant CA (SA), or as a Chartered Financial Analyst (CFA). Must be a member of the Chartered Institute of Public Finance and Accountancy (CIPFA) or similar public-sector professional body.
- Legal Practice Council registration (enrolment by the High Court)
- SANS 9000 / ISO 9001 certification, assessment or application

Signature..... Date

Name..... Position.....

Tenderer.....

FORM M: KEY PERSONNEL – ORGANOGRAM, CVs AND QUALIFICATIONS

Tenderer to **supply an organogram for the management of the project** and **include curricula vitae of key personnel**. These curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed by the employer.

DESIGNATION	NAME OF	SUMMARY OF	
	(i) NOMINEE (ii) ALTERNATE	QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION

FAILURE BY THE BIDDER TO COMPLETE THE ABOVE COMPULSORY TABLE AND ATTACH THE RELEVANT REQUIRED RETURNABLE DOCUMENTS WILL RENDER THE BID TO BE NON-RESPONSIVE AND THUS BE REJECTED.

Signed..... Date

Name..... Position.....

Tenderer.....

FORM N: QUALITY CONTROL DOCUMENTATION

Bidders are required to submit evidence of their quality management policy including the proof of the SANS 9000 / ISO 9001 certification. Where certification have not yet been achieved evidence must clearly show the progress towards such certification. The policy with proof of registration or progress towards registration forms part of the bids as part of returnable, QUALITYY CONTROL DOCUMENTATION. Failure to submit such as required will render the bid to be non-responsive and will thus be rejected

Signature..... Date

Name..... Position.....

Tenderer.....

FORM O: PROPOSED METHODOLOGY AND APPROACH

Bidders are required to submit **Details of the proposed methodology and approach that the Tenderer intends to follow with regards to the effective provision of the professional services required for the development of an O&M Plan.** The Methodology document forms part of the bids as part of returnable, PROPOSED METHODOLOGY AND APPROACH. Failure to submit such as required will render the bid to be non-responsive and will thus be rejected

Signature..... Date

Name..... Position.....

Tenderer.....

THE CONTRACT

FORM N

AGREEMENT AND CONTRACT DATA

FORM O

PRICING DATA

FORM P

SCOPE OF WORKS

e-tender

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **CIDB's Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)**, as published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-forma attached to the Standard Professional Services Contract (July 2009) on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

*Add the following to the definition of **Employer**:*

The **Employer** is the **EPHRAIM MOGALE LOCAL MUNICIPALITY**

*The definition of **Project**:*

The project is the **Development / updating of an Electrical Operational and Maintenance Plan (O&M Plan) for EPHRAIM MOGALE LOCAL MUNICIPALITY.**

*Add the following to the definition of **Period of Performance**:*

The period of performance is **Six (6) months.**

*Add the following to the definition of **Service Provider**:*

The contracting party may also be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

*Add the following to the definition of **Start Date**:*

The **Start Date** is the date of the site hand-over to the Tenderer/Service Provider by the Employer (EPHRAIM MOGALE LOCAL MUNICIPALITY).

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorized and designated representative of the Employer is: **Mr. J Durie: Ephraim Mogale Local Municipality**

The address for receipt of communications is:

Telephone: (013) 261 8400
 Facsimile: (013) 261 2985
 E-mail: jdurie@emogalelm.gov.za

Postal Address: P. O. Box 111
 Marble Hall
 0450

Physical Address: 13 Ficus Street
 Marble Hall
 0450

Clause 3.5:

Add the following:

The location(s) for the performance of the services on the Project will be respective municipal offices of EPHRAIM MOGALE LOCAL MUNICIPALITY, their respective municipal areas, the Offices of the EPHRAIM MOGALE LOCAL MUNICIPALITY, and the Offices of the Tenderer.

Clause 3.9.1 and Clause 3.9.2: *Add the following:*

The Service Provider shall not be entitled to apply to the Employer for an upward change (increase) in the Contract Price during the Period of Performance. Any changes to the Period of Performance that are granted by the Employer shall be without additional costs, as these changes shall be granted without any increase in the Contract Price.

Clause 3.9.3

Add the following:

The time-based fees (hourly rates) as stated in the Pricing Data are only applicable for additional Services requested and approved by the Employer, which were not part of the initial Services stipulated in the Scope of Work.

Clause 3.12.1

Add the following:
 :

The daily penalty is 0.2% of the Contract Price up to a maximum amount of 100% of the Contract Price shall apply. The project will start on the date of the hand over by the Municipality to the Professional Service Provider and will terminate after 6 months. The penalty for failing to complete the works is 0.20 % of the Total Bid Sum per Calendar Day. Retention during the project will be 5% and will be released on approval of the Operation and Maintenance Plan.

Clause 3.15.1:

Add the following:

The programme shall be submitted within 7 days of receipt by the Employer of the Service Provider's signed acceptance of the Employer's letter of the Service Provider's appointment and the contents thereof.

Clause 3.16.2:

Add the following:

The indices are those contained in Table A of the P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa.

Clause 4.7

Add the following:

For payment purposes, refer to Part C2.1: Pricing Assumptions for the basis and assumptions on the pricing and on the basis of payment.

Insert:

Payment to the Service Provider shall be upon the completion of the following:

- The achievement (completion) of specific deliverables associated with the provision of the respective required services.
- Sign off (approval and acceptance) of the completed deliverables by the Project Steering Committee (PSC) established between the Employer and the supported Municipality on the project.

- Sign off by the supported Municipality's authorized representative, of the Employer's Disbursement Claim Form.
- Submission by the Service Provider to the Employer of the relevant invoice together with the above items of supporting and approval documentation.

Any payment made to the Service Provider shall remain due and refundable to the Employer on first demand in the event Service Provider is unable to pay for services rendered to other service providers on behalf of the Employer, the contract has come to an end, and or there was an over claim and payment failing which the Employer shall be entitled to withhold any payments due to the service provider. Retention during the project will be 5% and will be released on approval of the Master Plan.

Clause 5.4.1:

Add the following:

The Service Provider is required to take out, and maintain, for the full duration of the performance of this contract, the following insurance cover:

1. **Professional Indemnity Insurance** providing cover in an amount of not less than **R5 million** in respect of each and every claim during the period of insurance.
2. **Public Liability Insurance** with a limit of indemnity of not less than R10 000 000 **R10 million** for any single claim, the number of claims to be unlimited during the contract period.
3. **Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act**, Act No 130 of 1993.

And shall provide proof of insurance with its tender submission and or within seven (7) days of the Letter of Appointment.

The Service Provider shall ensure that any contractor and subcontractors engaged in construction activities shall, in addition to the Public Liability and COID Act Insurances as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken plus 10%.

Clause 5.5:

Add the following:

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Replacing any of the key personnel listed at the time of tender
2. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract
3. The issuing of notices to contractors in relation to extensions of time, the cancellation of the contract between the Employer and a contractor, and instructions to contractors requiring significant scope changes, removal of work or which may increase the contract price of such contract
4. Appointing Subcontractors (i.e. Sub-Consultants) for the performance of any part of the Services

Clause 7.2:

- 7.2.1 The Service Provider is required to provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications, and estimated periods of engagement on the performance of the Services in the Personnel Schedule located in contract data Part C1.2.

Clause 8.1:

Add the following:

The Service Provider is to commence the performance of the Services on the **Start Date** defined above.

Clause 8.4.1:

Add the following:

Upon termination the Service Provider shall compile and submit to the Employer within 30 days but before final payment is made, a schedule of all documents and records, permits, reports, recordings relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work Inclusive of the Final Account based on work done and work still to be completed as per the approved scope of work.

Clause 8.4.3(c):

Add the following:

The period of suspension under Clause 8.5 is not to exceed 2 months.

Clause 8.4.4:*Add the following:*

The Service Provider's remuneration and reimbursement shall be subject the Service Provider submitting to the Employer within 30 days but before a final payment is made, a schedule of all documents and records, permits, reports, recording relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work.

Clause 9.1:*Add the following:*

Copyright of documents prepared for the project and which has been paid for by the Employer shall be vested with the **Employer** and the Service Provider shall take all steps necessary to obtain such rights for the Employer at no extra cost to the Employer

Clause 9.3:

This clause is to be deleted.

Clause 11.1:*Add the following:*

A Service Provider may not subcontract any work which he has the skills and competency to perform, unless he/she has the Employer's prior written approval and may not subcontract more than 30% of the value of the professional fees relating to the full scope of service.

The Service Provider may be requested (or required) to procure additional specialist consultants and a recommendation of such appointment will be defined by submission of detailed scope of work to be done, program and three quotations or procurement method prescribed by the Employer.

Clause 12.1.2:*Add the following:*

Interim settlement of disputes is to be by **mediation**.

Clause 12.2.1:*Add the following:*

In the event that the parties fail to agree on a mediator the mediator will be nominated by the Deputy Director-General: Inter-Governmental Fiscal Relations, Department of National Treasury.

Clause 12.2.4:*Add the following:*

Final settlement is by **arbitration**. In the event the Parties fail to appoint an arbitrator by agreement, the president or his nominee from the Association of Arbitrators Southern Africa shall appoint an arbitrator.

Clause 14.2*Replace Clause 14.2 with the following:*

Amounts due to the Service Provider shall, as far as practicable, be paid by the Employer within thirty (30) Days of receipt by the Employer of the correct invoice with the relevant substantiation of work (deliverables) completed. The Employer shall take all reasonable, effective and efficient steps to pay the amounts due to the Service Provider within 30 days. No interest shall accrue on unpaid amounts beyond the 30 days on the invoices submitted by the Service Provider to the Employer. Retention during the project will be 5% and will be released on approval of the Operation and Maintenance Plan.

Notwithstanding the above, should the Service Provider's tax clearance certificate expire during the contract period, and or the Service Provider fail to provide the service to the satisfaction of the Employer and or fail to carry a legal and proper instruction of the Employer, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer or the Employer's requirement have been met.

Add the following new Clause after Clause 14.4:

Clause 14.5: Tax Invoices

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

Clause 15:

Add the following:

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

e-tender

FORM P: FORM OF OFFER AND ACCEPTANCE

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

PROVISION OF PROFESSIONAL SERVICES TO REVIEW THE ELECTRICAL OPERATIONAL AND MAINTENANCE PLAN

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICE EXCLUSIVE OF VALUE ADDED TAX IS
(CONTRACT PRICE)**

.....

..... (in words);

R..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

Tenderer

Address

Date

As witness:

Name Signature

Name Signature

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Agreements and contract data, (which includes this agreement)
- Pricing data
- Scope of work

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the Employer

(Name and address or organization)

Witnesses:

1. Full Names: Signature:

2. Full Names: Signature:

Schedule of Deviations

Item	Deviation Details

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Contractor:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name and
signature of
witness

Date:

For the Employer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name and
signature of
witness

Date:

C2.1 PRICING ASSUMPTIONS

GENERAL ASSUMPTIONS

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the schedules below are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in the Scope of Work (Part C3.1 of this document) and the relevant statutory body.
2. The bidder must price for the full scope of services as stipulated in Part C.3 SCOPE OF WORK.
3. For the purpose of the service or cost item, the following words shall have the meanings hereby assigned to them:

WORD	MEANING
Unit	The unit of measurement for each item of work.
Quantity	The number of units of work for each item.
Rate	The agreed payment per unit of measurement
Amount	The product of the quantity and the agreed rate for an item
Sum	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Professional Fee	The agreed fee for a service, the extent of which is described in the Scope of Work.

4. A rate, sum, professional fee and/or price as applicable, is to be entered against each item in the schedules. An item against which no price is entered will be considered to be covered by the other prices or rates in the relevant Table of Quantities.
5. The rates, sums, professional fees and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data and in the Scope of Work, as well as overhead charges and profit.
6. Where quantities are given in the Table of Quantities, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Table of Quantities. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. Tenderers are to note that apart from the stated adjustment to the time-based fees, there will be no adjustment in the tendered professional fees and/or other rates tendered during the initial term of the contract. If the successful tenderer is given any extension with respect to their appointment term, the tendered time-based fees shall be adjusted for the extension with respect to their appointment term, in terms of Clause 3.16 of the Standard Professional Services Contract and shall **not** revert automatically to the recommended prevailing time-based fees contained the various gazettes and notices of the relevant respective professional bodies.
8. Tenderers are to carefully note that only those recoverable expenses listed in the schedules will be reimbursed to the Service Provider.
9. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.

10. The per kilometre rate for the reimbursement of travel expenses shall be limited to the kilometre rates published by the Department of Public Works from time to time for vehicles with engine capacities of various capacities but not exceeding the maximum of 2500cc for the purpose of this contract. If 4x4 vehicles or other vehicles exceeding 2500cc are required due to accessibility or poor road conditions, the applicable rate needs to be agreed between the Service Provider and the Employer upfront before trips are undertaken. **The prices tendered in Schedule C2.2.2 should be on the basis of a vehicle with 2500cc engine capacity**
11. **Scope Variation by the Employer:** While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the CIDB Professional Services contract.
12. **Limitation to Hourly Rates and Professional Fees:** The hourly rates and professional fees of Experts that are used by the Tenderer to provide the services shall not exceed the hourly rates and professional fees applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. **The bidder must price for normal services as contained in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. The fees shall be calculated on a time and cost basis after factoring in all the resources to be applied to the project's tasks and activities, and then reduced by any applicable discounts.**
13. **Professional / Technical Services Fees:** These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. The professional fees are to be completed in the schedules of this section. The completed schedules are to be completed and returned with the tender proposals. Tenderers are to attach a breakdown of the total proposed fee per deliverable to the relevant page (schedule). The breakdown is to clearly indicate the scope of work or key deliverables, the elements of the scope of work, the resources applied, the estimated duration and rates of the applied resources for each element of the scope of work. The elements of the scope of work or key deliverable are outlined in section C3.1 of this tender document.
14. **Operational Expenses (Accommodation):** These expenses are not to be priced separately but are to be included in the overall operational costs per section 17 below.
15. **Operational Expenses (Subsistence Expenses):** These expenses are not to be priced separately but are to be included in the overall operational costs per section 17 below.
16. **Operational Expenses (Printing /Copying Expenses):** Where applicable (see section 9 above), these expenses shall be reimbursed based on the actual expenses incurred, plus an adjustment. Service Providers are required to indicate a preferred adjustment rate to the printing / copying expenses in the priced schedules to be returned with the proposal.
17. **Combination and Fixing of travelling, printing, binding and copying costs into Operational Costs:** For the purpose of this tender, the operational expenses for travelling, accommodation, subsistence, printing, binding and copying (where applicable), have been combined and must never exceed a maximum of **5%** of the relevant professional fees applicable to the project deliverable or project phase.
18. **Payment is for specific completed deliverables:** In line with Clause 4.7 of the Contract Data (Part C1.2), the Service Providers will be appointed on a specific scope of work and will be compensated upon the achievement (completion) of specific deliverables. The pricing schedules in Part C2.2 of this document have been aligned to the specific deliverables expected from the Service Providers.
19. **Fixed Price Contract per Municipality:** This assignment will be based on a lump sum (fixed price) contract in (ZAR) Rands. Bidders are required to price total contract price using the tables (scheduled) in the next page. Once the offer of the Tenderer is accepted by the Employer, the overall project budget is fixed and must not be exceeded under any circumstances whatsoever.

C2.2.1 TIME-BASED FEES OF DESIGNATED KEY PROFESSIONALS /EXPERTS

ID	KEY RESOURCE / EXPERT	No.	HOURLY RATE FOR SERVICES (Excl. VAT) (RAND/HR)	DISCOUNT TO HOURLY RATE (%)	NET HOURLY RATE OF KEY PROFESSIONAL (Excl. VAT) (RAND/HR)
1	Project Manager and Team Leader: Electrical Engineering	1			
2	Electrical Engineer: Electrical Services Planning, Management and Operations	1			
3	Legal Professional (Municipal by-laws & regulations)	1			
4	Financial Analyst / Infrastructure Investment Analyst	1			
	TOTAL	5			

C2.2.2 PRICING DATA: REVIEW / UPDATING OF THE OPERATION AND MAINTENANCE PLAN OF EPHRAIM MOGALE LM

The detailed description of the scope of work or key deliverable are outlined in section C.3.1 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for a reviewed OPERATION AND MAINTENANCE PLAN is **six (6) months**.

FORM Q: PRICING SCHEDULE

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1. of Part C3: scope of work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	PROJECT PREPARATION REPORT a) Project Implementation Plan (PIP) b) Project Inception Report (PIR)	Approved PIP and PIR			
2	SITE ASSESSMENT & INFORMATION GATHERING LOG REGISTERS	Status-quo report <ul style="list-style-type: none"> Information on Log Registers Attendance registers signed by key stakeholders of all agreed key areas of assessment and information portals Updated asset register (GRAP compliant) and GIS with status and Life Cycle details Network condition assessment GAP analysis report 			

		<ul style="list-style-type: none"> • Collect and capture all relevant drawings – network and equipment. (Line diagrams, location plans, network site plans etc) • Collect all manufacturers maintenance manuals for the equipment listed in the asset register compiled. 			
3	DRAFT UPDATED OPERATIONS AND MAINTENANCE PLAN	<p>Draft O & M Plan</p> <ul style="list-style-type: none"> • Annual Operations and Maintenance Plan outlining preventative and predictive maintenance schedules. This plan is subject to review by all identified key stakeholders. • Fault log reports with Root Cause Analysis and corrective actions • Incident and outage response time reports • Resource Plans (tools, human resources, vehicles, etc.) • Testing and preventative maintenance tasks • Integration of Renewable energy and embedded generations • Plans for personnel training in safety procedures and technical skills • Plans for prioritized replacement of critical major items with cost estimation. 			

		<ul style="list-style-type: none"> • Training of staff in relation to procedures developed as well as the O & M Plan • 3 Hard Copies of the Draft O & M Plan to be submitted to Ephraim Mogale Local Municipality. • Presentations will be done for the draft O & M Plan. 			
4	FINAL ELECTRICITY O & M PLAN	Final O & M Plan <ul style="list-style-type: none"> • The PSP will review the draft O & M plan and incorporate all inputs as obtained during the Draft O & M plan presentation. • Support council adoption and approval 			
5	PROJECT CLOSEOUT REPORT	Project close-out report			
	TOTAL FEES AND OPERATIONAL COSTS (EXCL. VAT) FOR REVIEW/UPDATING OF THE OPERATION AND MAINTENANCE PLAN OF EPHRAIM MOGALE LM				
				VAT	
				TOTAL	

C3.1 SCOPE OF WORK

C3.1.1 INTRODUCTION

C3.1.2 MUNICIPAL BACKGROUND

C3.1.3 PROJECT OBJECTIVES

C3.1.4 SCOPE OF WORK

C3.1.5 PROJECT IMPLEMENTATION PLAN AND PROGRESS REPORTS

C3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES

C3.1.7 REPORTING

C3.1.8 ACCOUNTABILITY

C.3.1.9 CONTACT PERSON

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C.3.1.1 INTRODUCTION

The EPHRAIM MOGALE LOCAL MUNICIPALITY is part of the South African Government tasked to provide, maintain and expand services in South Africa. In this regard, the EPHRAIM MOGALE LOCAL MUNICIPALITY is providing electricity services as an electricity distribution license holder with license number NER/D/LIM471. The Municipality is the electrical service authority, and the licensed area of supply is Marble Hall town while ESKOM holds the distribution licenses for the rural residential areas and commercial farming areas. To continue with the provision of the electrical service in an effective and sustainable manner the Municipality needs to re-view the OPERATION AND MAINTENANCE PLAN that is now older than 5 years. This electricity network operations and maintenance plan is to be used to assess the currently installed electricity network infrastructure so as to specify the technical requirements pertaining to operations and maintenance so as to ensure the safety and reliability of the distribution system in order to meet industry norms and standards in respect of Electricity Networks assets life cycle management processes. This is in fulfilling its Distribution License obligations in compliance with the South African Distribution Grid Code as per the NERSA requirements.

NERSA regulations

The Electricity Regulation Act 4 of 2006 establishes the National Energy Regulator of South Africa (NERSA) and together with the Electricity Regulation Amendment Act 38 of 2024, sets the framework under which electricity service providers are regulated in the provision of an electricity service to electricity end users, having regard to good governance, efficiency, effectiveness and long term sustainability of the electricity supply industry within the broader context of economic energy regulation in the Republic. NERSA exercises its authority through the issuing of electricity distribution licenses which stipulate service standards in terms of NRS 047 (Quality of Service), NRS 097 (Grid connection code for renewable power plants (RPPs), and NRS 048 (Quality of Supply). It is such a license that the Municipality currently holds for the municipality of Ephraim Mogale.

Adherence to the various codes published by NERSA becomes a key proponent in as far as the continued validity of a distribution license is concerned. The following NERSA Grid Codes relating to operations and maintenance will formulate the basis upon which the plan will be formulated /compiled on.

- i. Distribution Network Code
- ii. Distribution System Operation Code
- iii. Grid connection code for renewable power plants (RPPs)

C.3.1.2 MUNICIPAL BACKGROUND

Ephraim Mogale local municipality borders Makhuduthamaga local municipality in the south, Elias Motswaledi local municipality in the east, Lepelle Nkumpi local municipality in Capricorn District, Mookgopong local municipality in Waterberg and Mpumalanga's Dr JS Moroka local municipality. It is situated about 150km from Polokwane, 100km from Mokopane, 160km from Pretoria, and 250km from Mbombela. The municipality is the second smallest of the four local municipalities in the district, constituting 14.4% of the area with 1911.07 square kilometers of the district's 13 264 square kilometers. The area covers 16 wards. Land ownership is mostly traditional, and the municipality is predominantly rural with about 56 settlements, most of which are villages.

The EPHRAIM MOGALE Local Municipality is an electricity distribution license holder with license number NER/D/LIM471 and the supply area is Marble Hall town. It has one bulk supply point with an installed capacity of 7.5MVA. The Municipality applied for an upgrade to 10MVA. The Municipality distributes at a network voltage of 11kV received from ESKOM at the Main Substation.

(ESKOM incoming). The network consists of 3 Distribution substations(11kV indoor) and a predominantly underground network of 30km of MV underground cable, 59km of Low Voltage (LV) underground cable, 2km of MV overhead lines. Fifty-six 11kV/400 transformers are in operation. It has 1339 customers, which are categorized as follows: 398 domestic prepaid; 590 domestic credit meters and 351 commercial customers.

C.3.1.2.5 OVERALL PROBLEM STATEMENT

The Ephraim Mogale local municipality understands that the reliability and efficiency of electrical infrastructure are critical to ensuring continuous power supply and operational safety in residential, commercial, and industrial settings. However, many electricity providers and facility managers face challenges in maintaining electrical systems due to unstructured or reactive maintenance practices, leading to unexpected outages, equipment failures, safety hazards, and increased operational costs. The absence of comprehensive, data-driven, and preventive maintenance plans exacerbates system vulnerabilities and compromises the performance of power distribution networks. Therefore, the municipality sought to appoint a service provider to develop a systematic and optimized electricity maintenance plan that incorporates predictive analytics, risk assessment, and real-time monitoring to enhance system reliability, reduce downtime, and ensure the long-term sustainability of electrical assets.

C.3.1.2.6 METHODOLOGY

The plan can only be as good as the information on which it is based. An important aspect of the process will therefore be to gather as much relevant data about anything that is related to the currently installed Electrical Network Infrastructure that can affect network capability or performance

Performance requirements and strategy for each asset type and portfolio

- Establish the current (existing) condition of the assets in terms of the age, condition, environment, remaining useful life, efficiency levels, reliability levels, and carrying capacity.
- Specifically assess and quantify the need for Operations and Maintenance (O&M) and for upgrades / refurbishment / replacements of the infrastructure.
- Update the asset register and also the GIS where the asset register is existing. Prepare the asset register where none exists infrastructure.

C.3.1.3 PROJECT GOALS AND OBJECTIVES

C.3.1.3.1 Project Goals

The goals of the project are to support the Municipality with strategic information (the development and updated O&M Plan) in order to:

- a) Ensure the Municipalities compliance to legislated obligations as an Electricity Services Provider.
- b) Maintain and improve electrical services delivery and its sustainability in the municipal area.
- c) Establish a basis for the municipality to plan, implement, operate and maintain its electricity services infrastructure in a strategic, holistic, integrated, systematic, and cost-effective manner in order to meet current needs and future growth.
- d) Undertake a physical inspection of the Municipality's Electricity Network.
- e) Collection and capturing of all relevant network drawings
- f) Compile and classifying of all electricity network equipment

- g) Assess current operations and maintenance practices and procedures
- h) Assess current human capital / staffing levels and requirements
- i) Assess current Electricity Network procurement processes and procedures
- j) Assess current Operations and Maintenance Processes and Procedures related to switching, installation, repairs & replacement, testing and commissioning.
- k) Provide a Maintenance Plans for the following Electrical Network Assets;
- l) Compilation of operating procedures for the Electrical Network Assets detailed in the Scope of Work
- m) Analyse the existing networks and determine optimal switching arrangements.
- n) Make recommendations on urgent matters requiring attention in as far as Operational Expenditure (OPEX) associated plans are concerned

C.3.1.3.2 Project Objectives

The primary objectives of the project are to:

- a) Development and/or update the OPERATION AND MAINTENANCE PLAN of the Municipality.
- b) Assist the Municipalities to identify and prioritize maintenance and replacement of critical infrastructure.
- c) Assist the Municipality to implement effective maintenance and correct operation of the equipment.
- d) Do cost estimates to assist the Municipality in unlocking funding from various sources for infrastructure maintenance and/or replacement in the Municipalities' areas of jurisdiction.

C.3.1.4 SCOPE OF WORK

The scope intends to undertake this assignment for reasons of service delivery, economic development as well as financial constraints. It is for this reason that the EPHRAIM MOGALE LOCAL MUNICIPALITY is inviting proposals from suitably qualified/experienced service providers to bid to carry out the revision and further development of the Electrical Operational and Maintenance Plan (O&M Plan).

The scope of work has been prepared in accordance with the Departments of Energy, Cooperative Governance and Traditional Affairs guidelines in the preparation of these plans. The OPERATION AND MAINTENANCE PLAN development will comprise of nine Parts as well as the preparation of an Executive Summary as follows:

The Parts have further been subdivided into tasks and outputs so as to provide details of work to be undertaken in each Part. The PSP will be required to prepare the OPERATION AND MAINTENANCE PLAN by covering all Parts and associated tasks as detailed below.

Operations

- Day to day operations of substations, transformers, switchgear, distribution lines and service connections
- Load monitoring, demand side management and network balancing
- Emergency response to electrical outages and hazards
- Switching operations in accordance with SANS and Occupational Health and Safety Act requirements

Maintenance

- Preventative maintenance: Routine inspections, servicing, lubrication and calibration of equipment according to improved instruments
- Corrective maintenance: Repair/ replacement of faulty components after faults or breakdowns
- Predictive maintenance: Use of condition monitoring tools (thermographic inspections, partial discharge testing)
- Vegetation management around powerlines to prevent faults
- Pole, conductor and transformer maintenance/ replacement
- Compliance testing of protection and metering equipment

Available information

- a) Updated network drawings available (dgn)
- b) Updated Single Line diagram available (dgn)
- c) Power quality recorders on incomers in all three substations with load and performance data
- d) Load metering available on feeders in main and OTK substations (Metering in Industrial substation but no software available for downloads.
- e) Plans/documents:
 - Updated Electrical master Plan
 - Revenue Enhancement Plan in process of development (lot of data already collected that can be used)
 - Outdated OPERATION AND MAINTENANCE PLAN (manuals and plans)
 - Public Lighting Master Plan
 - Electrical By-Law
 - Small Scale Embedded Generation policy
- f) Approved COS (SALGA model) and Tariffs
- g) Asset register
- h) IDP
- i) Transformer data
- j) Ring Main Unit data
- k) Electronic meter and prepaid meter information

INDICATIVE SCOPE OF WORK FOR THE DEVELOPMENT OF ELECTRICAL OPERATIONAL AND MAINTENANCE PLAN (O&M Plan)

Deliverables

The project is set to be delivered as per stages below:

Stage 1: Project plan

Stage 2: Site Assessment & Information Gathering Log Registers

Stage 3: Draft updated Operations and Maintenance Plan

Stage 4: Final Electricity O & M Plan

The client has set the following minimum deliverables per stage.

Deliverable 1: Project Preparation Report

Immediately after signing the agreement, the PSP has to conduct the inception workshop and prepare and submit a Project preparation Report. The inception report should cover

- Report on project, site and functional requirement

- Agreed services and scope of work
- Consultants Team with Organogram and responsibilities
- Schedule of required information, analyses, site and other investigations as necessary
- Approved Ephraim Mogale Municipality Project Implementation Schedule
- Project Implementation Plan (PIP) / Program with Schedule of Deliverables: The consultant must develop a detailed PIP in response to the scope under the deliverables. The PIP must be submitted and approved

Deliverable 2: Status-quo report

- Information on Log Registers
- Attendance registers signed by key stakeholders of all agreed key areas of assessment and information portals.
- Updated asset register (GRAP compliant) and GIS with status and Life Cycle details
- Network condition assessment report
- Gap analysis report

Deliverable 3: Draft O & M Plan

- Annual Operations and Maintenance Plan outlining preventative and predictive maintenance schedules. This plan is subject to review by all identified key stakeholders.
- Fault log reports with Root Cause Analysis and corrective actions
- Incident and outage response time reports
- Resource Plans (tools, human resources, vehicles, etc.)
- Testing and preventative maintenance tasks
- Integration of Renewable energy and embedded generations
- Plans for personnel training in safety procedures and technical skills
- Plans for prioritised replacement of critical major items with cost estimation.
- Training of staff in relation to procedures developed as well as the O & M Plan
- 3 Hard Copies of the Draft O & M Plan to be submitted to Ephraim Mogale Local Municipality.
- Presentations will be done for the draft O & M Plan.

Deliverable 4: Final O & M Plan

- The PSP will review the draft O & M plan and incorporate all inputs as obtained during the Draft O & M plan presentation.
- Support council adoption and approval

C.3.1.5 PROJECT ADMINISTRATION AND GOVERNANCE REQUIREMENTS

C.3.1.5.1 Project Implementation Plan

The successful PSP are expected to submit the **Project Implementation Plan (PIP)** within the time period stated in the letters of appointment which shall not exceed two weeks from the dates of appointment. The PIP will include the activities that are listed in the scope of work including brief description and individual duration that shall not exceed the total maximum specified duration. The timelines (schedule) of submission of each Deliverable must be in the PIP. The EPHRAIM MOGALE LOCAL MUNICIPALITY will provide a template for the development of the PIP to the successful Tenderer.

C.3.1.5.2 Project Steering Committee (PSC)

In terms of the Grant Agreement between the EPHRAIM MOGALE LOCAL MUNICIPALITY and the Municipalities, Project Steering Committees (PSC) will be established to strategically oversee the implementation of the project in each Municipality. The PSC is to be chaired by the Municipality and will strategically oversee the successful implementation of the project using the PIP cited above amongst others.

C.3.1.5.2 Progress Reports

The successful PSP will provide periodic progress reports in accordance with the timeframe to be agreed with the EPHRAIM MOGALE LOCAL MUNICIPALITY and the Project Steering Committee (PSC). The intervals for the Progress Reports must not exceed one month. Progress Reports must give a summary of the following information:

- i. Amount of time spent by each team project member on a specific task;
- ii. Total amount of time and cost to date;
- iii. Time cost since the previous report;
- iv. Percentage of work completed per specific task and the overall percentage completion;
- v. Other information that will be determined by either PSC or Service Provider;
- vi. Risks and mitigations and
- vii. Lessons learnt.

C.3.1.5.3 Submission of Final Reports on the Key Deliverables

The successful Service Provider will develop and submit to the EPHRAIM MOGALE LOCAL MUNICIPALITY and the Municipalities copies of the completed final key Deliverables in accordance with the following requirements:

- i. Five original printed/hard copies and five (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) to the EPHRAIM MOGALE LOCAL MUNICIPALITY.
- ii. Five original printed/hard copies and five (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) submitted to the Municipalities.

C.3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES**C3.1.6.1 Implementation Time Frames**

The EPHRAIM MOGALE LOCAL MUNICIPALITY anticipates that the review of the OPERATION AND MAINTENANCE PLAN must be completed within **Six (6) months** from the Start Date. The PSP shall provide commensurate resources for the successful execution of the project within the indicated time frames.

C3.1 DESCRIPTION OF WORKS

C3.1.1 General Description of the project

The project is the development of an Operation and Maintenance Plan for the electrical infrastructure/equipment/networks that belongs to the Municipality.

C3.1.1 Employer's Objectives

The objective of the employer is to create an Operational and Maintenance plan that is compliant with the requirements of National Treasury as well as good asset management practices and safety requirements. This should enable proper planning, safe operation and proper maintenance to achieve maximum asset life, minimise supply interruptions and managed risk. The employer's objective is to improve operation and maintenance to ensure supply reliability.

C3.1.2 Extent of Works

The scope of work should be based on all relevant SANS and NRS regulations as well as manufacturer specifications and all other relevant documentation of which a few have been listed as a sample:

No56 of 2003: Local Government Municipal Finance Management Act, 2003

National Treasury Framework for Managing Program Performance Information, May 2007

Ephraim Mogale Local Municipal Electrical By-law

Manufacturer's specifications/manuals

NRS 033 Electricity distribution – Guidelines for the application design, planning and construction of medium voltage overhead power lines up to and including 22kV, using wooden pole structures and bare conductors.

NRS 040-1, *High voltage operating regulations — Part 1: Definitions.*

NRS 053, *Accessories for medium voltage power cables (3.8/6.6 kV to 19/33 kV).*

NRS 056-1, *Service distribution boxes — Meter kiosks and distribution kiosks — Part 1: Low voltage non-steel meter kiosks for use in underground networks*

NRS 082, *Recommended maintenance policy for electricity networks*

NRS 089-1 Maintenance of electrical networks – Underground networks

NRS 089-2 Maintenance of electrical networks – Overhead networks

NRS 089-3-1 Maintenance of electrical networks – Substation – General

NRS 089-3-2 Maintenance of electrical networks – Power transformers, Circuit breakers and isolators

NRS 089-3-3 Maintenance of electrical networks – Miniature substations and distribution transformers

NRS 089-5-1 Maintenance and planning of Public Lighting

NRS 089-5-2 Maintenance of streetlights

NRS 089-5-3 Maintenance of mast lights

Occupational health and safety Act 85 1993, (Act No. 85 of 1993).

SANS 10142-1 *The wiring of premises — Part 1: Low-voltage installation*

SANS 10142- 2 Wiring of premises – Medium voltage

SANS 60529 *Degrees of protection provided by enclosures (IP codes)*

SANS 555 Insulation oil

IEC 60287, Electric cables — Calculation of the current rating.

SANS 754 Eucalyptus Poles for Power Distribution

SANS 780 Distribution transformers

SANS 97 Electric Cables – Paper insulated

SANS 1339 Electric Cables - XLPE

SANS 182 Conductors for overhead lines

SANS 10280 Overhead power lines for conditions prevailing in South Africa

Project

- All data must be collected which includes
 - Asset register – in co-operation with the appointed Consultant which is in the process of revising, updating and correcting it
 - Collect data from actual equipment – manufacturer, model/type, condition, expected life, serial number etc
 - Manual from manufacturers to inform on operation and maintenance of equipment
 - Drawings, maps and diagrams (The Municipality is in possession of up to date network drawings for the medium and low voltage networks and the)
- Maintenance plans
 - Based on the data collected, manufacturer's prescriptions and the codes and regulations a maintenance plan must be develop that covers every category and type of equipment.
 - The maintenance plan must be very specific to the situation and actual assets of the Municipality and the maintenance required over a long term period as a standing maintenance manual.

- Develop relevant templates, registers, inspection report templates to be used to implement the maintenance plan as well as proof implementation
 - Consideration must be given to budget constraints and prioritization
 - All documentation must be in hard copy and electronic format that can be updated and amended when necessary
- Standard operating procedures
 - Correct operating procedures for networks and equipment that clearly defines roles and responsibilities
 - Develop relevant templates, registers, reports, job cards etc to adequately capture implementation of procedures.
 - All documentation must be in hard copy and electronic format that can be updated and amended when necessary

Note: The description of the works is not necessarily limited to the above items.

C3.1.3 Location of the Works (see site map)

The following details provide the key elements of the project area.

- Whole Municipal Area of Ephraim Mogale Local Municipality
- Sekhukhune District
- Limpopo Province
- The medium and low voltage networks is only in the town of Marble Hall
- Public lighting is spread over the **WHOLE** Municipal area

A44 Health and Safety

A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A44.2 A worker must–

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

C3.5 MANAGEMENT

C3.5.1 Planning and Programming

The Consultant shall supply within the period stated in the contract Data a suitable and realistic implementation programme, cash flow diagram, and critical path diagram for the consideration of the Electrical Manager.

C3.5.3 Site Meetings

1. The Employer's Representative and the Consultant will hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary but at least once a month. The Consultant shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.
2. The Consultant shall keep a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

C3.5.9 Electronic payments

The Consultant shall include on the Tax Invoice submitted with all claims the following banking details:

- Account Holder
- Bank Name
- Account Number
- Bank Branch Code
- Bank Branch Name
- Type of Account

The Employer is not under any obligation to transfer the Consultants payment electronically.

C3.5.11 Payment certificates

The Consultant shall submit the following information together with all claims to be verified and certified by the Electrical Manager for payment by the Electrical Manager:

- A detailed calculation sheet for all measurable items in accordance with the payment criteria relevant to that item.
- A complete schedule of quantities drawn up by the Consultant indicating all claims i.e. previous, present and accumulative with the total applicable to the accumulative quantities.
- A comprehensive Summary Page indicating all previous payments, retentions, escalation totals, penalties, discounts, guarantee deductions, material claimed, other costs (e.g. acceleration), value added tax, subtotals and totals.
- Escalation CPA indices were applicable.

- Proof of payment for all Preliminary Sums (e.g. CLO, Training, Daywork items etc)
- Proof of material including delivery notes for all material claimed as material on site)
- An draft copy of the Tax Invoice

The Consultant shall ensure that the projected cash flow allows 48 hours for the processing of payment certificates by the Electrical Manager. The Consultant has to receive written acceptance from the Electrical Manager on behalf of himself and the Client if more than one payment certificated is permitted monthly.

PSA6 PAYMENT (Clause 8.2)

Progress Payment Certificates shall be submitted to the Electrical Manager not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. The Electrical Manager's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Consultant. All quantity calculations and certificates submitted by the Consultant for checking shall be in accordance with the standard formats that are included in Section 4.4C of Volume 1.

Upon agreement by the Electrical Manager's Representative by not later than the 25th of each month, the certificate shall be submitted by the Consultant in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Electrical Manager by not later than the 28th of each month (or on the first working day thereafter), together with an additional copy, for certification.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Consultant.

PSA8 SUMS STATED PROVISIONALLY (Clause 8.5)

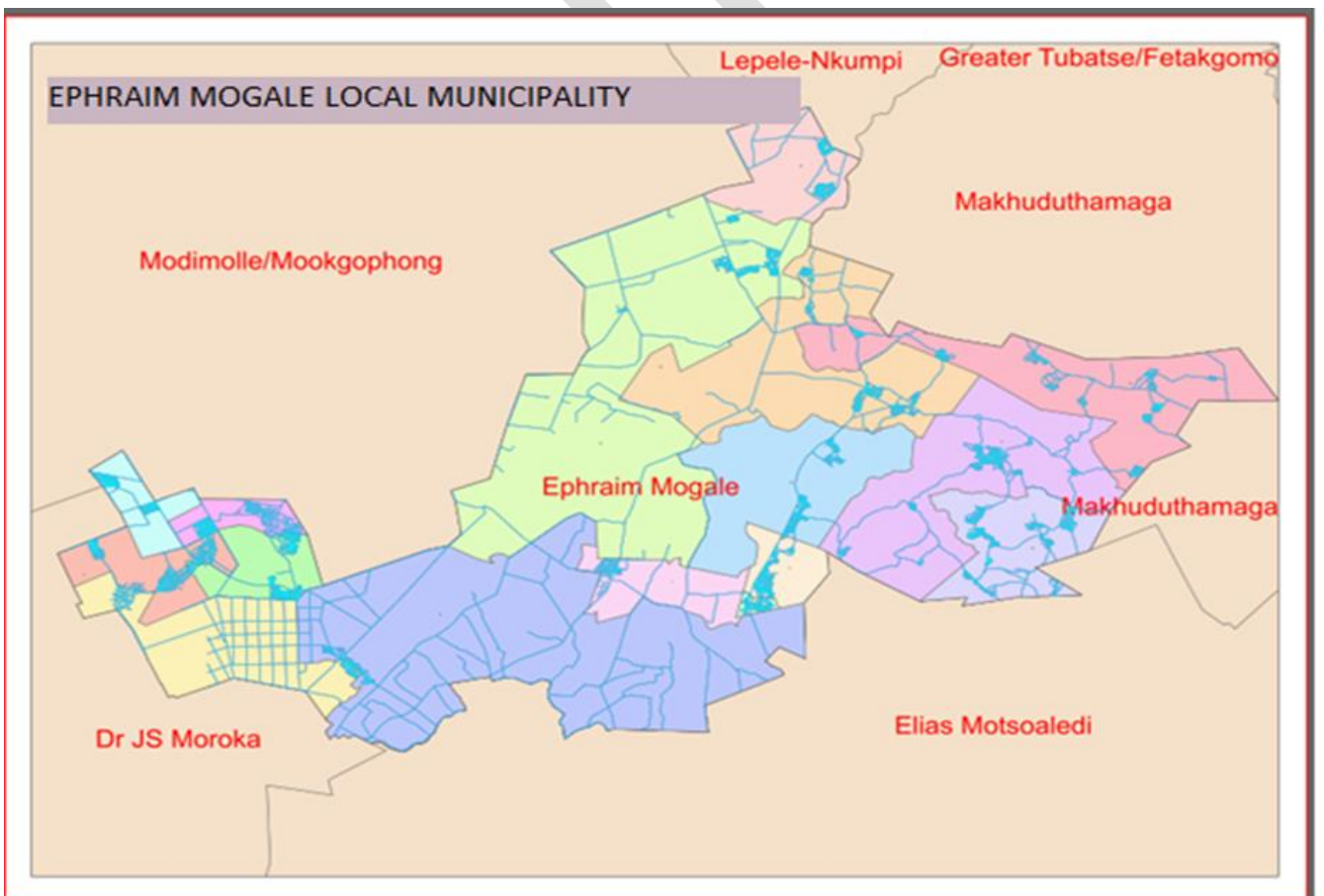
PSA8.1 Contingencies

A Provisional Sum has been included in Schedule 2 for contingencies. No percentage mark up will be applicable to any payments made using contingency money other than the mark up included in prices for variations determined in terms of Clause 40 of the Conditions of Contract.

END OF SECTION

C.4.1 SITE INFORMATION

C.4.1.1 EPHRAIM MOGALE LOCLA MUNICIPALITY



C.4.1.2 NERSA LICENSE AREA



END OF BID DOCUMENT