



BID DESCRIPTION: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR EMERGENCY ELECTRICAL BREAKDOWN REPAIR WORK(S), AND MAINTENANCE AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS

Bid Number: MLM 12/2024/25

SCM Unit contact number: (016) 973 8740/1/2/3/4

Department contact number: 016 973 8309

CLOSING DATE: 03 MARCH 2025

TIME: 11H00

DEPOSITED IN THE BID BOX SITUATED AT:

Metsimaholo Local Municipality, No 10 Fichardt Street, Finance Building, 1st Floor

Name of Bidder: _____

Bid Amount: _____

CSD Supplier Number: _____

Contact Person: _____

Contact no: _____

Email Address: _____

Please Note:

1. No bid or tender will be awarded to a person in the service of the State.
2. No bid or tender will be awarded without submitting Municipal Accounts or lease agreement.
3. No bid or tender will be awarded to tender defaulters or restricted by National Treasury.
4. Other conditions of the bid or tender must be adhered to by the Bidder.
5. Documents must be inserted in a **sealed envelope**; failure to do so will lead to disqualification.
6. **If you are late for the briefing session, you will not be allowed to sign the attendance register**

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METSIMAHOLO LOCAL MUNICIPALITY

BID NO: MLM 12/2024/25

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR EMERGENCY ELECTRICAL
BREAKDOWN REPAIR WORK(S), AND MAINTENANCE AS AND WHEN REQUIRED BASIS FOR A
PERIOD OF THREE YEARS**

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS

**TENDER NOTICE****BID NO: MLM 12/2024/25****T.1.1 TENDER NOTICE AND INVITATION TO TENDER**

Supply Chain Management Unit hereby invites bids for the following requirements:								
Bid No. MLM	Bid Description	Evaluation Criteria	Specific Goals	Compulsory Briefing Session	CIDB	Bid Fee	Closing Date	Technical Contact Person
12/2024/25	Appointment of a panel of service providers for emergency electrical breakdown repair work(s), and maintenance as and when required basis for a period of three years	80/20 Price and functionality	Locality Details are stipulated in the tender document	10 February 2025 @11h00 FINANCE BUILDING 2 nd FLOOR FOYER	3 EP OR Higher	R 600.00	03 March 2025 @11h00 FINANCE BUILDING 2 nd FLOOR FOYER	Mr M Molawa 016 973 8309

Bids terms and conditions:

1. Bids shall be evaluated and adjudicated in accordance with the Supply Chain Management Policy of Metsimaholo Local Municipality.
2. **WHERE A COMPULSORY BRIEFING SESSION IS REQUIRED, THE ONUS IS ON THE BIDDER TO ATTEND AND ARRIVE ON TIME, AS LATE ARRIVALS SHALL NEITHER BE ALLOWED INTO THE VENUE NOR WILL THEY BE PERMITTED TO SIGN THE ATTENDANCE REGISTER, AND THEREBY THEY WILL BE DEEMED TO BE ABSENT AND THEIR BIDS SHALL NOT BE CONSIDERED.**
3. Tender documents will be available on the **04 February 2025 after 12h00** on **E-tender** and **SCM Office, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg, finance building, 1st floor.**
4. Non-refundable tender document fee is payable in cash between 07:30am and 15:30pm at the **cashiers in the Rates Hall, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg.**
5. **TENDER DOCUMENTS CAN ALSO BE DOWNLOADED ON E-TENDER @www.etenders.gov.za.**
6. The municipality reserves the right to accept the tender in part or totally reject it.
7. **Tenders endorsed with their specific Tender Numbers must be placed in the tender box located at Metsimaholo Local Municipality, Ground floor, Finance Building, 10 Fichardt Street, Sasolburg.**
8. Late tenders will not be accepted.
9. Incomplete tenders may be disqualified.
10. No faxed or e-mailed tenders shall be accepted.
11. The municipality reserves the right to accept any tender price and not necessarily the lowest, and to withdraw any bid before the award.
12. Bidders must comply with the requirements as specified in a tender document; failure to comply may lead to non-consideration (disqualification).
13. Bids from the persons in the service of the state such as Councillors, and other elected representative (MPs, MPLs), public servants, national, provincial, and municipal officials, directors of public and municipal entities are barred from engaging in business with the municipality.

F.J Motloun **Municipal Manager****Notice No: 14/2024/2025**

T1.2 CONDITIONS OF TENDER

T1.2 CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

F.1.1.1 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, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

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 of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) in compatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

- c) **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, *or any official in the public service or in the employ of an Organ of State*, in the tender process; and
- d) **fraudulent practice** means the misrepresentation 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
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **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
- g) **tenderer** means *any organisation who is represented by a duly authorised employee, partner, shareholder or director that responds to the Tender Notice by drawing tender documents*
- h) **these conditions of tender** mean *the Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board) and the employer's Special Conditions of Tender, the latter are demonstrated by appearing in italics.*

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 readily read, copied and recorded. Communications 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 *does not bind itself to accept the lowest or any other tender, and may, in addition*, 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 (*measured between the relevant closing dates of the abandoned tender and the re-issued tender*) unless only one tender was received and such tender was returned unopened to the tenderer, *or if there is agreement by the participating tenderers.*

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 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 the employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of *attending any clarification meeting*) and any testing necessary to demonstrate that aspects of the offer complies with the 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, *regardless whether or not a tender offer is submitted*, 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, *in person or designate a suitably qualified person in the direct employ of the tenderer*, 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. *Any variation or deviation based on a point for which clarity should have been requested may render a tenderer's offer non-responsive in terms of F.3.8.*

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 *costs prescribed as being applicable to the specified pay items as well as 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.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed. *Alternative tender offers shall not alter any contingency pay items provided in the tender documents, or offer fixed prices (except where such are provided in the postulated pricing schedule) or a fixed price contract.*

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 *Qualify a tender offer (except that no qualifications shall be in conflict with F.2.8) but undertake to do so by submitting such qualification in terms of F.2.12.1 and F.2.12.2.*

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture 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 legibly in non-erasable 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.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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. Accept that proof of posting shall not be accepted as proof of delivery.

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 with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be *modified, corrected*, withdrawn or substituted by giving the employer written notice before the closing time for tenders that a tender is to be *modified, corrected*, withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification or withdrawal of tender offer after submission

F.2.17.1 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 or *adjusting of imbalanced rates*, by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

F.2.17.2 *Accept that the employer may, at its sole discretion, accept a less favourable tender from those already received or invite fresh tenders if a tenderer, at any time after the opening of his tender offer but prior to the signing of a contract based on his tender offer:*

- a) *withdraws his tender; or*
- b) *gives notice of his inability to execute the contract in terms of his tender; or*
- c) *fails to sign a contract or furnish the performance security within the period fixed in the letter of award or any extended period fixed by the employer; or*
- d) *fails to comply with a request made in terms of F.2.17.1 or F.2.18.1,*

in which case such tenderer shall be automatically barred from tendering on any of the employer's future tenders for a period to be determined by the employer, but not less than twelve (12) months, from the date of tender closure. The employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.

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 *and may invoke the same remedy as provided for under F.2.17.2.*

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

F.2.18.3 *Accept the employer's right, at its sole discretion, to appoint suitably qualified persons to report on the financial resources, standing with the South African Revenue Service regarding all taxes, management structure and ownership details of any tenderer and/or to verify the correctness of any information furnished to the employer in terms of F.2.17.1. Comply with the employer's request within the time stated in the request. Failure on the part of the tenderer to cooperate with such an inquiry shall entitle the employer to declare such tender offer as non-responsive and may invoke the same remedy as provided for under F.2.17.2.*

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 requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender data 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 *tender* documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence: -

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

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 three working 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 *tender* documents.

F.3.3 Return late tender offers

Return tender offers *withdrawn in terms of F.2.16.3* or 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 and, where applicable, the total of his prices, preferences claimed and time for completion 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 *equal to or more than* the minimum number of points for quality stated in the tender data, and announce the total price. 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

F.3.7.1 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. *In addition, any such disqualification shall entitle the employer, at its sole discretion, to impose a specified period during which tender offers will not be accepted from the offending tenderer.*

F.3.7.2 *Communicate to other state tender boards, provincial tender boards or parastatal tender boards any tenderer disqualified in terms of special condition F.3.7.1.*

F.3.7.3 *Consider rejecting any tender offers received from tenderers who are involved in any form of litigation or legal proceedings by or against the Employer.*

F.3.7.4 *Reject any offer from a tenderer who has not purchased the tender documents in his own name or in the name of a fellow member of a joint venture.*

F.3.7.5 *Reject any offer from a tenderer that contains information or data that is not in compliance with the minimum key staff qualification requirements.*

F.3.8 Test for responsiveness

F.3.8.1 Determine, after 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) significantly 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 *unless it can be subsequently rendered responsive by correction of non-material deviations.*

F.3.9 Arithmetical errors, omissions, discrepancies and imbalanced unit rates

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check *responsive* tender offers for:

- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- F) *imbalanced unit rates.*

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line 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 unit rate shall be corrected.
- b) 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 be corrected.
- c) *Where the unit rates are imbalanced request tenderers to amend and adjust any rates declared imbalanced by the employer while retaining the total of the prices derived after any adjustment made.*

F.3.9.5 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors or amend/adjust an imbalanced unit rate in the manner described above.

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 them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the tender data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 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} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the tender data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P_m / P$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
P_m is the comparative offer of the most favourable comparative offer (<i>excluding all Provisional and Prime Cost Sums and the associated VAT</i>). P is the comparative offer of the tender offer under consideration (<i>excluding all Provisional and Prime Cost Sums and the associated VAT</i>).			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

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

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 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:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 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.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 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.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F.3.19 Delegation of authority

The Employer may delegate any power vested in him by virtue of these Conditions of Tender to an officer or employee of the Employer.

T1.3 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) as published in Government Gazette No 33239, Board Notice 86 of 2010.

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
F1.1	The Employer is Metsimaholo Local Municipality.
F1.2	The Project Document issued by the Employer consists of the following: THE TENDER Part T1: Tendering procedures: T1.1 Tender notice and invitation to tender T1.2 Tender Data Part T2: Returnable documents T2.1 Returnable Schedules required for Tender Evaluation T2.2 Other Documents required for Tender Evaluation T2.3 Returnable Schedules that will be incorporated into the Contract THE CONTRACT Part C1: Agreements and contract data C1.1 Form of Offer and Acceptance C1.2 Agreement in terms of Occupation Health and Safety Act C1.3 Form of Guarantee C1.4 Contract Data Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities Part C3: Scope of work Part C4: Site information

Tender data contd.

Sub-clause	Data
F1.3	The Tender Document is available upon payment of R600.00 or can be downloaded free of charge from the e tender website.
	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to 3 EP OR HIGHER or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for an 3 EP OR HIGHER class of construction work, are eligible to have their tenders evaluated.
	a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to 3 EP OR HIGHER or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for an 3 EP OR HIGHER class of construction work, are eligible to have their tenders evaluated. - every member of the joint venture is registered with the CIDB; - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 3 EP OR HIGHER class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

Tender data contd.

Sub-clause	Data
F1.4	b) The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: 1. contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for an 3 EP OR HIGHER class of construction work; and • the employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and • the employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract. c) No clarification meeting will be required.
F2.1	Eligibility Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to 3 EP OR HIGHER than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 6CE class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 3 EP OR HIGHER class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

Tender data contd.

Sub-clause	Data
F2.1	b) The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: I. contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for an 3 EP OR HIGHER class of construction work; and • the employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and • the employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract. c) clarification meeting will compulsory and will be held on the 10th February 2025 @ 11H00, Finance Building, 2nd Floor Foyer.
F2.10	a) The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation. b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued. Payment of VAT to previously non-VAT vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.
F2.11	A Tender offer shall not be considered if alterations have been made to the forms of tender data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.
F2.12	No alternative tender offers will be considered
F2.13.1	The Tenderer may not make an offer for only part of the services as defined in the Scope of Work.

Tender data contd.

Sub-clause	Data		
F2.13.3	Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies. Under no circumstances whatsoever may the tender forms be retyped or redrafted.		
F2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package is: Finance Building, Floor Foyer, 10 Fichardt Street, Sasolburg Location of tender box: As mentioned on the tender advertisement		
F2.15	The closing time for submission of Tender Offers is: 11:00 Hrs on 03 MARCH 2025 Telephonic, telegraphic, telex, electronic or emailed tenders will not be accepted.		
F2.16	The tender offer validity period is 90 days		
F2.23	Returnables		
	NO	RETURNABLES	NOTES
	1	A copy of a CSD summary report OR CSD number.	• CSD full report or summary report OR CSD number. • Municipality may not make any award to a person whose tax matters are not complaint with SARS, please note that tax compliance will be verified before any award.
	2	Proof of company registration documents with the Director's details must be attached.	• The company registration documents must indicate the company and Director's details. • In a case where the Director has changed names, proof of name change must be attached.
	3	Fully completed and signed MBD forms	• Fully Completed and signed in handwriting and in black ink pen.
	4	Joint Venture Agreement (Must indicate the lead partner, if the bidders grading is not the same the lead partner must have the higher grading)	• If applicable submit a complete and signed JV agreement. • JV agreement stating who the lead partner is with the shared percentages. • Note: JV agreement must be as per CIDB regulation of 2001 regulation 25 (5)(a), (b) and (6)
	5	Fully Completed and signed MBD 5 form for Bidders quoted over R10 Million (Submitted Annual Financial Statements must clearly state that they are Audited, Reviewed AFS won't be expected)	• Submit Audited Financial Statements if required by law submit audited financial statements for the past 3 years or since the date of establishment if established within the past 3 years. Audited Financial Statements signed by the CA/RA/PR Accountant & Director of the company (MBD 5 form)
	NB! The following documents will not be accepted: for number 6 to 10		
	• Affidavits; Address confirmation letter; invoices from the body corporates or agents, rates and taxes of the lessor (without a lease agreement) and municipal tender / rates clearance letter.		

	6	Latest Municipal rates and taxes account for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS. NB! Strictly submit FEB 2025 OR MARCH 2025 municipal rates & taxes statement.	- Strictly submit FEB 2025 OR MARCH 2025 municipal rates & taxes statement - The submitted account must not be in arrears for more than 3 months. In a case of Rates & Taxes Account being in a family member's name, ONLY MUNICIPAL Account where the address of the Account matches the address on the company registration documents will be accepted) if not in arrears for more than 3 months.
	7	In the event of a tenant renting a lease agreement MUST be attached for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.	The lease agreement must include the following: - A valid copy of the lease agreement must be signed by (both Lessor and lessee). - The lease agreement must indicate dates of commencement and expiry or duration. - In a case where the lease agreement has expired and there is a clause indicating an automatic renewal, the original lease agreement and a confirmation letter signed by Lessor must be attached. In the occasion where the lease agreement has expired the original lease agreement AND extension must be attached with commencement and expiry dates or duration.

		Note: If the company registration document's physical address on lease agreement or the municipal rates and taxes statement is the same as the Director's physical address, we will accept for both Company & Director.	
	8	Municipal rates and taxes for bidders who are from the rural areas for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS/SHAREHOLDERS.	If the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that rural/tribal area.
	9	At least 80% completed Pricing Schedule	Completed in handwriting in black ink pen at least 80% of pricing schedule.
	10	CIDB Grading	3EP or Higher
	11	Electrical Test Calibration Certificate/ or conformance for the following equipment: 1. 10000V Mega Tester. 2. 32000V Tamper 3. Cable Route scanner.	The bidder must attach valid Electrical Test Calibration Certificates - copies of calibration certificates/or conformance.
	12	Occupational Health and Safety Plan	The bidder must attach the OHS plan relevant to the emergency electrical breakdown and repair works and maintenance
	13	COIDA	The bidder must attach a valid copy of the Compensation for Occupational Injury and Diseases Act (COIDA) letter of good standing specific to all Electrical Works
	14	Electrical Conformance Board (ECB) /or Electrical Contractors Association of South Africa (ECASA)	The bidder must attach an Electrical Conformance Board/or Electrical Contractors Association of South Africa letter with ECB/or ECASA valid copies.
	15	Execution Plan for bidders outside Metsimaholo LM Jurisdiction	Execution Plan for bidders outside Metsimaholo LM Jurisdiction
	<u>Failure to comply with the above-mentioned terms and conditions will deem your bid to be disqualified.</u>		
	Specific Goals (Locality) REFER TO: MBD 6.1		The following must be submitted for proof of locality: - Municipal account in the name of the bidder not older than 90 days or - A valid copy of lease agreement signed by both parties, where the bidder is the lessee, or - SARS tax pin document

		• An official letter from the bank or bank statement indicating the registered business address of the bidder • Bidders from rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.
	<i>NB: 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.</i>	
F3.4	Opening of Tender Submissions	
F3.4.2	Tenders will be opened in public soon after closing time and recording of received documents but not later than 11:00 at the Tender office. Tenderers' names and total prices where practical will be read out	
F3.5	A two-envelope procedure will not be followed	
F3.8.2	The Employer shall reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of non-conforming deviation or reservation.	

F3.11	Tenders will be evaluated for Functionality.
F3.11.3	PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY The below mentioned criteria regarding Functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to specifications. Non-compliant bidders will be rejected after this phase and not continue to price scoring. These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price. Bidders must obtain a minimum of 70 for functionality for further evaluation

PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY

No.	Description											
1.	<u>COMPANY RELEVANT EXPERIENCE (Max 40 points)</u> A signed appointment/or an official order with a Metsimaholo LM corresponding reference form with completed projects similar to the following: Substations/ Overhead lines/or underground cables. (attached) <table><tr><th>Value of Order/Appointment</th><th>APPOINTMENT LETTER/ OFFICIAL ORDER with a Metsimaholo LM corresponding reference form</th><th>Points Allocation</th></tr><tr><td>R200 000 or more per appointment letter or order with Metsimaholo LM reference form.</td><td>10 points per submission</td><td>Max 40</td></tr></table>	Value of Order/Appointment	APPOINTMENT LETTER/ OFFICIAL ORDER with a Metsimaholo LM corresponding reference form	Points Allocation	R200 000 or more per appointment letter or order with Metsimaholo LM reference form.	10 points per submission	Max 40					
Value of Order/Appointment	APPOINTMENT LETTER/ OFFICIAL ORDER with a Metsimaholo LM corresponding reference form	Points Allocation										
R200 000 or more per appointment letter or order with Metsimaholo LM reference form.	10 points per submission	Max 40										
2.	<u>PERSONNEL EXPERIENCE (Max 30 points).</u> Comprehensive CV with contactable references indicating years of experience and copies of qualifications. <table><tr><th>Job Description</th><th>Required Experience</th><th>Points Allocation</th></tr><tr><td>Project Manager/Site Supervisor</td><td> - Minimum of 5 Years of electrical work experience on Electrical work(s). - Minimum National Diploma in Electrical Engineering or National N Diploma in Electrical Engineering or Master of Electrician (15) </td><td rowspan="3">Max 30</td></tr><tr><td>Engineers/Technologist/Technician or Electrician</td><td> - Minimum of 3 years of electrical work experience. (10) - Minimum Electrical Trade test certificate. </td></tr><tr><td>Safety/ Officer /OHS Representative</td><td> - OHS certificate endorsed by NOSA/ or Diploma or higher and minimum of three years' experience (05) </td></tr></table>	Job Description	Required Experience	Points Allocation	Project Manager/Site Supervisor	- Minimum of 5 Years of electrical work experience on Electrical work(s). - Minimum National Diploma in Electrical Engineering or National N Diploma in Electrical Engineering or Master of Electrician (15)	Max 30	Engineers/Technologist/Technician or Electrician	- Minimum of 3 years of electrical work experience. (10) - Minimum Electrical Trade test certificate.	Safety/ Officer /OHS Representative	OHS certificate endorsed by NOSA/ or Diploma or higher and minimum of three years' experience (05)	
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Safety/ Officer /OHS Representative	OHS certificate endorsed by NOSA/ or Diploma or higher and minimum of three years' experience (05)											
3.	<u>CAPACITY: PLANT (Max 30 points)</u> Provision of proof of ownership (i.e., Registration Document /Certification on company/Director's name) Leasing: Signed Letter of Intent/ Agreement from Hiring Company. The letter of intent must list the plant to be hired in the Lessor's letterhead. <table><tr><th>Description</th><th>Owned</th><th>Lease/or Rent</th><th>Points Allocation</th></tr><tr><td>32000V Pressure Tester, MV Link Sticks, MV Link Sticks</td><td>15 points</td><td>10 points</td><td rowspan="2">Max 30</td></tr><tr><td>6-ton truck or higher</td><td>15 points</td><td>10 points</td></tr></table>	Description	Owned	Lease/or Rent	Points Allocation	32000V Pressure Tester, MV Link Sticks, MV Link Sticks	15 points	10 points	Max 30	6-ton truck or higher	15 points	10 points
Description	Owned	Lease/or Rent	Points Allocation									
32000V Pressure Tester, MV Link Sticks, MV Link Sticks	15 points	10 points	Max 30									
6-ton truck or higher	15 points	10 points										



	• 6ton truck or higher – Registration certificate/or intention to lease or lease agreement mentioning the equipment. • The bidder must attach valid Electrical Test Calibration Certificates - copies of calibration certificates/or conformance.
	Note: Bidders must obtain a <u>Minimum of 70 Points</u> for functionality for further evaluation. Failure to meet the above minimum will render your bid to be unsuccessful.
	TOTAL: 100 POINTS
	MINIMUM SCORE: 70 POINTS

Tender data contd.

Sub-clause	Data
F3.13	Acceptance of Tender Offer
F3.13.1	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not: i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect; g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; i) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F3.17	The number of paper copies of signed contract to be provided by the Engineer is one (1).



TENDER NO.: MLM 12/2024/25

SATISFACTORY LETTER – A

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid MLM 12/2024/25 for the:
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR EMERGENCY ELECTRICAL BREAKDOWN REPAIR WORK(S), AND MAINTENANCE AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS

Municipal/ Client's Name	
Project Name	
Contract Number/Tender number/ Order number	
Project value/ Order amount	
R200 000 or more per appointment letter/order	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? ☐ Yes / ☐ No	<i>If No, please furnish details:</i>
Was the product offered complying with the specifications? ☐ Yes / ☐ No	<i>If No, please furnish details:</i>
Will you recommend this supplier to anyone without reservations? ☒ Yes / ☐ No	<i>If No, please furnish details:</i>

Name of authorized person: Position

Telephone:

Date:

Completed on behalf of (Name of Institution)

Signature:

E-mail:

***NB:** This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points*

OFFICIAL INSTITUTION STAMP



TENDER NO.: MLM 12/2024/25

SATISFACTORY LETTER – B

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid MLM 12/2024/25 for the:
**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR EMERGENCY ELECTRICAL BREAKDOWN REPAIR WORK(S), AND MAINTENANCE AS
AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS**

Municipal/ Client's Name	
Project Name	
Contract Number/Tender number/ Order number	
Project value/ Order amount	
R200 000 or more per appointment letter/order	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? ☐ Yes / ☐ No	<i>If No, please furnish details:</i>
Was the product offered complying with the specifications? ☐ Yes / ☐ No	<i>If No, please furnish details:</i>
Will you recommend this supplier to anyone without reservations? ☐ Yes / ☐ No	<i>If No, please furnish details:</i>

Name of authorized person: Position

Telephone:

Date:

Completed on behalf of (Name of Institution)

Signature:

E-mail:

NB: This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points

OFFICIAL INSTITUTION STAMP



TENDER NO.: MLM 12/2024/25

SATISFACTORY LETTER – C

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid MLM 12/2024/25 for the:
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR EMERGENCY ELECTRICAL BREAKDOWN REPAIR WORK(S), AND MAINTENANCE AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS

Municipal/ Client's Name	
Project Name	
Contract Number/Tender number/ Order number	
Project value/ Order amount	
R200 000 or more per appointment letter/order	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? ☐ Yes / ☐ No	<i>If No, please furnish details:</i>
Was the product offered complying with the specifications? ☐ Yes / ☐ No	<i>If No, please furnish details:</i>
Will you recommend this supplier to anyone without reservations? ☒ Yes / ☐ No	<i>If No, please furnish details:</i>

Name of authorized person: Position

Telephone:

Date:

Completed on behalf of (Name of Institution)

Signature:

E-mail:

***NB:** This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points*

OFFICIAL INSTITUTION STAMP



TENDER NO.: MLM 12/2024/25

SATISFACTORY LETTER – D

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 12/2024/25** for the:
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR EMERGENCY ELECTRICAL BREAKDOWN REPAIR WORK(S), AND MAINTENANCE AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS

Municipal/ Client's Name	
Project Name	
Contract Number/Tender number/ Order number	
Project value/ Order amount	
R200 000 or more per appointment letter/order	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? ☐ Yes / ☐ No	<i>If No, please furnish details:</i>
Was the product offered complying with the specifications? ☐ Yes / ☐ No	<i>If No, please furnish details:</i>
Will you recommend this supplier to anyone without reservations? ☐ Yes / ☐ No	<i>If No, please furnish details:</i>

Name of authorized person: **Position**

Telephone:

Date:

Completed on behalf of (Name of Institution)

Signature:

E-mail:

NB: This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points

OFFICIAL INSTITUTION STAMP



TENDER NO.: MLM 12/2024/25

WARNING DISCLAIMER.

MISREPRESENTATION OF INFORMATION (FRAUD)

NB: The Municipality reserves the right to blacklist the company & it's directors should it be found to have submitted false documentation. If contract already awarded, it will be terminated, and the service provider will be reported to National Treasury for blacklisting.

I, _____, the director
of _____ hereby declare
that all supporting documents (**compliance and functionality**) submitted with this bid are valid.

Signed at: _____

Signature: _____

Date : _____

PART T2 : RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

BIDDER MUST USE THE ANNEXURE'S ATTACHED HERETO TO INCLUDE THE REQUIRED RETURNABLE DOCUMENTS

NB: None submission of this supporting documents may lead to disqualification

ANNEXURE A

Central Supply Database (CSD) Summary Report

ANNEXURE B

Company Registration Document

Certificate issued by Companies and Intellectual Property Commission

ANNEXURE C

Joint venture agreement (If applicable)

ANNEXURE D

Latest Municipal rates and taxes account OR lease agreement for
the COMPANY

ANNEXURE E

Latest Municipal rates and taxes account OR lease agreement for the DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

ANNEXURE F

CIDB Grading

3 EP or Higher

ANNEXURE G

Electrical Test Calibration Certificate/ or conformance for the following equipment:

- **10000V Mega Tester.**
- **32000V Tamper**
- **Cable Route scanner.**

The bidder must attach valid Electrical Test Calibration Certificates - copies of calibration certificates/or conformance

ANNEXURE H

Occupational Health and Safety Plan The bidder must attach the OHS plan relevant to the emergency electrical breakdown and repair works and maintenance

ANNEXURE I

COIDA

The bidder must attach a valid copy of the Compensation for Occupational Injury and Diseases Act (COIDA) letter of good standing specific to all Electrical Works

ANNEXURE J

Electrical Conformance Board (ECB)/or Electrical Contractors Association of South Africa (ECASA)

The bidder must attach an Electrical Conformance Board/or Electrical Contractors Association of South Africa letter with ECB/or ECASA valid copies.

ANNEXURE K

Execution Plan for bidders outside Metsimaholo LM Jurisdiction

**BIDDER MUST USE THE ANNEXURE'S ATTACHED HERETO TO
INCLUDE THE REQUIRED RETURNABLE DOCUMENTS FOR
FUNCTIONALITY**

**NB: None submission of this supporting documents will lead to
no points award**

ANNEXURE L

COMPANY EXPERIENCE:

A signed appointment/or an official order with a Metsimaholo LM corresponding reference form with completed projects similar to the following: **Substations/ Overhead lines/or underground cables. (attached)**

ANNEXURE M

PERSONNEL EXPERIENCE

Comprehensive CV with contactable references indicating years of experience and copies of qualifications.

ANNEXURE N

CAPACITY: PLANT

- Provision of proof of ownership (i.e., Registration Document /Certification on company/Director's name)
- Leasing: Signed Letter of Intent/ Agreement from Hiring Company. The letter of intent must list the plant to be hired in the Lessor's letterhead.



TENDER NO.: MLM 12/2024/25

SCHEDULE A: MUNICIPAL BIDDING DOCUMENTS



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE METSIMAHOLO LOCAL MUNICIPALITY					
BID NUMBER:	MLM 12/2024/25	CLOSING DATE:	03 MARCH 2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR EMERGENCY ELECTRICAL BREAKDOWN REPAIR WORK(S), AND MAINTENANCE AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN BOX SITUATED AT (STREET ADDRESS)					
Metsimaholo Local Municipality					
No 10 Fichardt Street					
Finance Building					
Ground Floor					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		N/A	N/A
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	MR.M MOLAWA
CONTACT PERSON	SCM	TELEPHONE NUMBER	016 973 8309
TELEPHONE NUMBER	016 973 8740/1/2/3/4	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	
E-MAIL ADDRESS	N/A		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4

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.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

CSD 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?

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?

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with

YES	NO
-----	----

the evaluation and or adjudication of this bid?

3.10.1 If yes, furnish particulars.

.....

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

YES	NO
-----	----

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in 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 related companies or business whether or not they are bidding for this contract.

YES	NO
-----	----

3.14.1 If yes, furnish particulars:

.....
.....



Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

NB: If a supplier does not declare their interest correctly on the MBD4 Forms, then they will not be selected for any awards.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

Are you by law required to prepare annual financial statements for auditing?

YES	NO
-----	----

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

- 3.1 If yes, furnish particulars

.....

.....



4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES		NO
-----	--	----

4.1 If yes, furnish particulars

.....

.....

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

.....
Position

.....
Name of Bidder

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

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

- (a) Price; 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 (1 - \frac{P_t - P_{min}}{P_t - P_{min}}) & \text{or} & P_s = 90 (1 - \frac{P_t - P_{min}}{P_t - P_{min}}) \end{array}$$

Where P_{min} P_{min}

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 (1 + \frac{Pt - P_{min}}{P_{max}}) \text{ or } Ps = 90 (1 + \frac{Pt - P_{min}}{P_{max}})$$

P_{max}

P_{max}

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	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)
Locality	80/20	

Points Allocation

Location	Points Allocation
Bidder that is within the boundaries of the Metsimaholo Local Municipality	20
Bidder that is within the boundaries of the Fezile Dabi District Municipality	15
Bidder that is within the boundaries of the Free State Province	10
Bidder that is Outside the boundaries of the Free State Province	05

Proof of locality

The following must be submitted for proof of locality:

- Municipal account in the name of the bidder not older than 90 days or
- A valid copy of lease agreement signed by both parties, where the bidder is the lessee, or
- SARS tax pin document
- An official letter from the bank or bank statement indicating the registered business address of the bidder
- Bidders from rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:
.....

4.4. 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]

4.5. 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:

.....

.....

.....

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 ☐	No ☐
4.1.1	If so, furnish particulars:		

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



4.7.1	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

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. takes all reasonable steps to prevent such abuse;
 - b. rejects 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.
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.

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.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



SCHEDULE B: RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communication/s, amending the tender documents, received from the Employer or his representative before the closing date for submission of this tender offer, have been taken into account in this tender offer.

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		

SIGNATURE:

SCHEDULE C: 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.

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

(i) CERTIFICATE FOR COMPANY

I,, Managing Director of the Board of Directors of
, hereby confirm that by resolution of the Board (copy
 attached) taken on 20....., Mr/Ms, acting in the
 capacity of, was authorized to sign all documents in
 connection with this tender and any contract resulting from it, on behalf of the company.

Managing Director:

(ii) CERTIFICATE FOR CLOSE CORPORATION

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

.....

hereby authorise Mr/Ms, acting in the capacity of
, to sign all documents in connection with this
 tender.....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 members upon whom rests the direction of the affairs of the Close Corporation as a whole.*



(iii) CERTIFICATE FOR PARTNERSHIP

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

hereby authorize Mr/Ms acting in the capacity of
....., to sign all documents in connection with this
tender 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.*

(iv) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms
....., authorized signatory of the company,
....., acting in the capacity of lead partner, to sign all
documents in connection with this tender offer and any contract resulting from it, on our behalf. This
authorization is evidenced by the attached power of attorney signed by legally authorized signatories of
all the partners to the Joint Venture.



NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME AND CAPACITY
(Lead partner)		

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.*

(v) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of the
business trading as

Signature of Sole owner:



TENDER NO.: MLM 12/2024/25

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer:

Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must form part of this submission either separately as separate bunch of supporting documents or at the end of the this bid document and must be properly referenced.

SCHEDULE D: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. **In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner must be completed and submitted. The questionnaires for the other partners must be inserted after this questionnaire.**

Section 1: Name of enterprise:

Section 2: VAT registration number:

Section 3: CIDB registration number:.....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months, in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | |
| ☐ a member of the board of directors of any municipal entity | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ an official of any municipality or municipal entity | ☐ an employee of Parliament or a provincial legislature |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months, been in the service of any of the following:

- | | |
|---|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the | |
| ☐ National Council of Province | |
| ☐ a member of the board of directors of any municipal entity | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ an official of any municipality or municipal entity | ☐ an employee of Parliament or a provincial legislature |

If any of the above boxes are marked, disclose the following:			
Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service	
		(tick appropriate column)	Within last 12 months
		current	

Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

-) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- i) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- ii) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise

THE CONTRACT

- PART C1 : AGREEMENTS AND CONTRACT DATA**
- PART C2 : PRICING DATA**
- PART C3 : SCOPE OF WORK**

PART C1: AGREEMENTS AND CONTRACT DATA



C1.1 FORM OF OFFER AND ACCEPTANCE (N/A)

OFFER

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

BID NUMBER MLM 12/2024/25: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR EMERGENCY ELECTRICAL BREAKDOWN REPAIR WORK(S), AND MAINTENANCE AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS

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

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

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

R
(In words)

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

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

Name: (of signatory in capitals):

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

Name of Tenderer:
(organisation):.....

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

Telephone number: Fax number:

Cell phone number:

Witness:

Signature:

Name: (in capitals):

Date:



ACCEPTANCE

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

The terms of the contract are contained in

Part 1 Agreement and Contract Data, (which includes this Agreement)

Part 2 Pricing Data, including the Bill of Quantities

Part 3 Scope of Work

Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature:

Name:

Capacity: **Municipal Manager**

For: **METSIMAHOLO LOCAL MUNICIPALITY**
10 FICHARDT STREET, SASOLBURG, 4800

Witness:**Name:**

Date:

SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject:

Details:
2. Subject:

Details:
3. Subject:

Details:
4. Subject:

Details:
5. Subject:

Details:
6. Subject:

Details:

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and



amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Witness:..

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Witness:..

Name:

Date:



TENDER NO.: MLM 12/2024/25

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract (Short title: "General Conditions of Contract 2015").

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Contract Specific Conditions".

CONTRACT SPECIFIC CONDITIONS

1. GENERAL

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

The clauses of the Special Conditions hereafter are numbered "CSC" followed in each case by the number of the applicable clause or sub-clause in the General Conditions of Contract 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

CSC 1.1.2 DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

Add the following definitions:

"Labour-based Construction" means the effective employment of appropriate technologies and labour-intensive construction methods on projects specifically designed to maximize the workforce with limited use of machines.

"Community" shall mean all persons deemed to reside in the immediate vicinity of the project.

CSC1.10 Add the following Sub-Clause 1.10:

Training will be provided by the employer through various training providers. Training will be theoretical and practical and will be conducted in class rooms and on site. No separate payment of any nature will be made to the contractor for attendance of training sessions by the contractor or the contractor's staff. The Construction Project Manager will program and manage all training to ensure limited disruption to the contractors and the overall project.

CSC 4.3 Compliance with applicable laws

CSC 3.2.4 Health and Safety

Add the following:

"The Occupational Health and Safety Act No. 85 and Amendment Act No 181 of 1993 and the Construction Regulations 2003 will in all respects be applicable to this contract."

CSC 4.4 Payment to subcontractor

Add the following:

"The above-mentioned procedure shall adhere to the **Preferential procurement regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act,**

Act No. 5 of 2000, published by National Treasury on 1 December 2011 and to any prescribed regulations of the FREESTATE Provincial Government pertaining to procurement.

CSC 5.7 PROGRESS OF THE WORKS

Add the following to Sub-Clause 5.7 :

Delete the last sentence and add the following:

The contractor shall within 3 days of receipt of notification submit to the Engineer in writing the action(s) the contractor intends to take to expedite the rate of progress, and within 7 days of receipt of notification implement such steps. The contractor shall as part of his actions submit to the Engineer a detailed revised program accommodating the agreed steps to meet the Due Completion date.

CSC 6.8.2: CONTRACT PRICE ADJUSTMENT SCHEDULE

Paragraph 1

Adjust the definitions of "L", "P", "M" and "F" in the 4th to the 7th subparagraphs with the following:

Definition of "L":

Insert "(Consumer Price Index)" after "P0141.1" in the third line

Insert "(Consumer Price Index and Percentage Change according to Urban Area)" after "Table 21" in the third line

Definition of "P":

Insert "(Production Price Index)" after "P0142.1" in the second line

Insert "(Production Price Index for Selected Materials, item 'Civil Engineering Plant')" after "Table 16" in the second line

Definition of "M":

Insert "(Production Price Index)" after "P0142.1" in the second line

Insert "(Production Price Index for Materials used in Certain Industries, item 'Civil Engineering Plant')" after "Table 15" in the second line

Definition of "F": *Insert "(Production Price Index)" after "P0142.1" in the second line*

Insert "(Production Price Index for Selected Materials, item Diesel Oil – Coast and Witwatersrand)" after "Table 16" in the second line

[Note: The indices are obtainable in www.statssa.gov.za. The latest indices for L (certain urban areas only), P, M and F, are more readily obtainable in www.safcec.org.za under "CPAF Indices"]

Paragraph 2 : Assessment of Amount subject to Adjustment: *Add the following to the paragraph defining "E":*

"Where the amount is based on current costs de-escalated to the base month, or where daywork is calculated at rates tendered in a daywork schedule, the costs shall not be included in the value of "E".



METSIMAHOLO LOCAL MUNICIPALITY

BID NO MLM 12/2024/25 : APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR EMERGENCY ELECTRICAL BREAKDOWN REPAIR WORK(S), AND MAINTENANCE AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS

C3: SCOPE OF WORK

TERMS OF REFERENCE

Detail Scope of work or Terms of reference

Work Progress

- The shortlisted electrical service providers will be selected on a rotational basis as and when the emergency electrical repairs and maintenance budget becomes available.
- The electrical service provider shall always in the execution of his contract ensure that emergency repairs of electrical equipment and maintenance are done in such a manner as to disrupt services to a minimum, and to adhere to the municipality's requirements and site instructions within the stipulated time spans allocated.
- The bidder who is appointed for a certain emergency and maintenance work will not be considered for another emergency and maintenance work unless the current emergency and maintenance work is satisfactorily completed.

Commencement of electrical emergency breakdown repair work(s)

- No work shall be commenced without the approval of an Electrical Engineer or the representative of the Municipal Electrical Engineer/Technologist/Technician.

Standard of electrical emergency breakdown repair work(s)

- The electrical service provider will supervise his/ her workmen, and provide his/ her tools, and all materials to be used shall comply with the current SABS / SANS specifications, except where otherwise requested by the Municipal Electrical Engineer/Technologist/Technician.

Payment for work completed.

- All payments will be made to the electrical service provider within thirty (30) days of verification of an invoice.

Claims for payment shall be submitted on completion of the work and shall consist of the following:

- Description of work undertaken.
- Number of hours worked supported by signed time sheets.
- Acceptance certificate signed by the representative of the Municipality.

EMERGENCY ELECTRICAL BREAKDOWN REPAIR WORKS**Conditions associated with Emergency Electrical Breakdown Repairs**

- Bidders will be requested to send quotations via email for the items required by the Municipality.
- During emergencies bidders will be given at least 2 hours to go onsite for technical assessment-
- The bidder must ensure that the prices provided on the quotation are the same as the approved bid prices.
- It is required of the electrical service provider to report to the representative of the Municipality on site before commencing with any work to ensure proper liaison and supervision of all work carried out.
- The electrical service provider(s) will be expected to be on-site within (8) eight hours after the approval of the quotation.
- The electrical service provider shall not charge or alter the functioning or design of any piece of electrical equipment or part thereof, without the prior written consent of the Metsimaholo LM Electrical Engineer/Technologist/Technician.
- All Repair work must be executed in a workmanlike manner to the satisfaction of the Metsimaholo LM - Electrical Engineer/Technologist/Technician.
- The resources (plant, equipment, and key personnel) shall be dedicated to this emergency electrical repair(s) only.
- Bidders that are not within the Metsimaholo LM jurisdiction must provide a plan on how they are going to be on site.
- The bidders who fail to have a representative on-site within 2 hrs will be given the first written warning.
- The bidder who fails for the second time to have a representative on-site within 2 hrs will be given the final written warning.
- The bidders who fail for the third time to have a representative on-site within 2 hrs will be removed from the panel.
- The ranking and rotation will be determined by the Metsimaholo LM.

ELECTRICAL MAINTENANCE WORKS**Conditions associated with Maintenance.**

- Bidders will be invited to different sites to assess the conditions of the Municipal electrical infrastructure.
- The invitation will be sent to bidders on the panel, and the bidders will be given three (3) days to be on-site for assessment.
- After the assessments bidders will be expected to submit formal quotations to the SCM office, the highest point scorer may be considered.
- After issuing an official order the bidder will be expected to be on-site on an agreed date with the Technical Department.
- The bidders who fail to have a representative on-site within 2 hrs will be given the first written warning.
- The bidder who fails for the second time to have a representative on-site within 2 hrs will be given the final written warning.
- The bidders who fail for the third time to have a representative on-site within 2 hrs will be removed from the panel.
- The ranking and rotation will be determined by the Metsimaholo LM.
- It is required of the appointed bidder to report to the representative of the Municipality on site before commencing with any work to ensure proper liaison and supervision of all work carried out.



TENDER NO.: MLM 12/2024/25

- The electrical service provider shall not charge or alter the functioning or design of any piece of equipment or part thereof, without the prior written consent of the Metsimaholo LM Electrical Engineer/Technologist/Technician.
- All electrical maintenance work must be executed in a workmanlike manner to the satisfaction of the Metsimaholo LM Electrical Engineer/Technologist/Technician.
- The resources (plant, equipment, and key personnel) shall be dedicated to this emergency electrical repair(s) only.

CONDITION OF COMPLETING THE BOQ - EMERGENCY WORK/or REPAIR ONLY)

- Bidders must quote **at least 80% of the BOQ** items failure will result in your bid being disqualified/or unsuccessful.
- For discontinued items, bidders must stipulate on the emergency BOQ item column. The municipality reserves the right to verify whether that item has been discontinued.
- Where the bidder's prices on the pricing schedule are exorbitant, the price will be negotiated to be within the market rate.
- The bidders are required to provide price escalations in percentages for 2nd year and 3rd year for items quoted, where price escalation percentages are exorbitant, the escalation percentage will be negotiated to be within the market rate or CPI.

ANNUAL PRICE ESCALATION IN PERCENTAGE	
2 ND YEAR	%
3 RD YEAR	%

NB: The bidders are required to provide price escalations in percentages for 2nd year and 3rd year, where price escalation percentages are exorbitant, the escalation percentage will be negotiated to be within the market rate or CPI will be used if no agreement is reached.



TENDER NO.: MLM 12/2024/25



METSIMAHOLO LOCAL MUNICIPALITY

BID NO. MLM 12/2024/25

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR EMERGENCY ELECTRICAL BREAKDOWN REPAIR WORK(S), AND MAINTENANCE AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS

PART C2: PRICING DATA

1.1 PRICING INSTRUCTIONS – ELECTRICAL WORKS

1. Measurement and payment shall be in accordance to SANS 1200.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kiloliter
km	=	kilometer
km-pass	=	kilometer-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	liter
m	=	meter
mm	=	millimeter
m ²	=	square meter
m ² -pass	=	square meter-pass
m ³	=	cubic meter
m ³ .km	=	cubic meter-kilometer
MN	=	mega newton
MN.m	=	mega newton-meter
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional Sum
PC sum	=	Prime Cost Sum
R/only	=	rate only
Sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	work day

3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the SANS 1200
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.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
6. The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Works 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, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the "COLTO 1998" and additional Project Specifications as per the Scope of Work.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. Payment for items, which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works), will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

C2.2

BILL OF QUANTITIES

PRICING SCHEDULE						
ITEM	TYPE OF WORK	UNIT	QTY	SUPPLY & DELIVERY	LABOUR COST PER TASK	TOTAL
1	ESCAVATIONS @ RE-INSTATMENT					
1.1	Hand Excavation 400 Wide 600mm Deep Soft Soil	m	1	-	R	R
1.2	Hand Excavation 400 Wide 600mm Deep Intermediate Rock	m	1	-	R	R
1.3	Hand Excavation 400 Wide 600mm deep Hard Rock	m	1	-	R	R
1.4	Hand Excavation 600Wide 1m Deep Soft Soil	m	1	-	R	R
1.5	Hand Excavation 600 Wide 1m Deep Intermediate Rock	m	1	-	R	R
1.6	Hand Excavation 600 Wide 1m deep Hard Rock	m	1	-	R	R
1.7	Import of River Sand (Bedding)	m ³	1	R	R	R
1.8	Repair of Paving	m ²	1	R	R	R
1.9	Replace of Paving Bricks	m ²	1	R	R	R
1.10	Cutting of Concrete	m	1	R	R	R
1.11	Repair of Concrete	m ³	1	R	R	R
1.12	Replace of Concrete Block 450mm x 450mm	m ²	1	R	R	R
1.13	Repair of Tar Surfaces	m ²	1	R	R	R

1.14	Barricading of Trenches when needed	m	1	R	R	R
2	SUPPLY AND INSTALLATION OF LV CABLES					
2.1	4mm Square x 2 Core Airdac	m	1	R	R	R
2.2	6mm Square x 2 Core Airdac	m	1	R	R	R
2.4	10mm Square x 2 Core Airdac	m	1	R	R	R
2.5	16mm Square x 2 Core Airdac	m	1	R	R	R
2.6	2.5mm Square x 19 Core SWA PVC Cable	m	1	R	R	R
2.7	2.5mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.8	4mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.9	mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.10	10mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.11	16mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.12	25mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.13	35mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.14	50mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.15	70mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.16	95mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.17	120mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.18	150mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.19	185mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R

2.20	240mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.21	300mm x 4 Core Cu SWA PVC Cable	m	1	R	R	R
2.22	25mm x 4 Core Al SWA PVC Cable	m	1	R	R	R
2.23	35mm x 4 Core Al SWA PVC Cable	m	1	R	R	R
2.24	50mm x 4 Core Al SWA PVC Cable	m	1	R	R	R
2.25	70mm x 4 Core Al SWA PVC Cable	m	1	R	R	R
2.26	95mm x 4 Core Al SWA PVC Cable	m	1	R	R	R
2.27	120mm x 4 Core Al SWA PVC Cable	m	1	R	R	R
2.28	150mm x 4 Core Al SWA PVC Cable	m	1	R	R	R
2.29	185mm x 4 Core Al SWA PVC Cable	m	1	R	R	R
2.30	240mm x 4 Core Al SWA PVC Cable	m	1	R	R	R
2.31	300mm x 4 Core Al SWA PVC Cable	m	1	R	R	R
3	SUPPLY AND INSTALLATION MV CABLE - 6.35/11KV					
3.1	35mm Square x 3 Core PILC Cu Cable	m	1	R	R	R
3.2	50mm Square x 3 Core PILC Cu Cable	m	1	R	R	R
3.3	70mm Square x 3 Core PILC Cu Cable	m	1	R	R	R
3.4	95mm Square x 3 Core PILC Cu Cable	m	1	R	R	R

3.5	120mm Square x 3 Core PILC Cu Cable	m	1	R	R	R
3.6	150mm Square x 3 Core PILC Cu Cable	m	1	R	R	R
3.7	185mm Square x 3 Core PILC Cu Cable	m	1	R	R	R
3.8	240mm Square x 3 Core PILC Cu Cable	m	1	R	R	R
3.9	300mm Square x 3 Core PILC Cu Cable	m	1	R	R	R
3.10	70mm Square x 3 Core PILC Al Cable	m	1	R	R	R
3.11	95mm Square x 3 Core PILC Al Cable	m	1	R	R	R
3.12	120mm Square x 3 Core PILC Al Cable	m	1	R	R	R
3.13	150mm Square x 3 Core PILC Al Cable	m	1	R	R	R
3.14	185mm Square x 3 Core PILC Al Cable	m	1	R	R	R
3.15	240mm Square x 3 Core PILC Al Cable	m	1	R	R	R
3.16	300mm Square x 3 Core PILC Al Cable	m	1	R	R	R
3.17	630mm Square XLPE Single Core Cu Cable	m	1	R	R	R
3.18	185mm x 3 Core XLPE AL Cable	m	1	R	R	R
3.19	300mm x 3 Core XLPE AL Cable	m	1	R	R	R
3.20	35mm Square x 1 Core XLPE Cu Cable	m	1	R	R	R
4	OVERHEAD LINE CONDUCTORS					
4.1	25mm x 2 Core Al A+N Conductor LV	m	1	R	R	R

4.2	35mm Square x 3 Core + Neutral ABC Conductor	m	1	R	R	R
4.3	70mm Square x 3 Core + Neutral ABC Conductor	m	1	R	R	R
4.4	95mm Square x 3 Core + Neutral ABC Conductor	m	1	R	R	R
4.5	120mm Square x 3 Core + Neutral ABC Conductor	m	1	R	R	R
4.6	Mink Conductor	m	1	R	R	R
4.7	Fox Conductor	m	1	R	R	R
4.8	Gother Conductor	m	1	R	R	R
4.9	Squirrel Conductor	m	1	R	R	R
5	SUPPLY AND INSTALL BARE COPPER EARTH WIRE					
5.1	2.5mm Square to 10mm Square BCE	m	1	R	R	R
5.2	16mm Square BCE	m	1	R	R	R
5.3	25mm Square BCE	m	1	R	R	R
5.4	35mm Square BCE	m	1	R	R	R
5.5	50mm Square BCE	m	1	R	R	R
5.6	70mm Square BCE	m	1	R	R	R
5.7	95mm Square BCE	m	1	R	R	R
5.8	120mm Square BCE	m	1	R	R	R
5.9	Installation of Earth Spikes 1.2m	each	1	R	R	R
5.10	Installation of Earth Matt	m	1	R	R	R
6	JOINTING OF LV CABLES - USING MECHANICAL FERRULES AND COMPOUND JOINT KITS					
6.1	Airdac 4mm Square to 16mm Square	each	1	R	R	R
6.2	2.5mm x 19 Core Cable	each	1	R	R	R
6.3	1.5mm Square to 6mm Square Cable	each	1	R	R	R
6.4	10mm Square to 16mm Square Cable	each	1	R	R	R

6.5	25mm Square to 35mm Square Cable	each	1	R	R	R
6.6	50mm Square to 70mm Square Cable	each	1	R	R	R
6.7	95mm Square to 150mm Square Cable	each	1	R	R	R
6.8	185mm Square to 300mm Square Cable	each	1	R	R	R
7	GLAND OF LV CABLES AND CONNECT TO CIRCUIT BREAKERS OF BUSS BARS					
7.1	Airdac 4mm Square to 16mm Square	each	1	R	R	R
7.2	2.5mm x 19 Core Cable	each	1	R	R	R
7.3	1.5mm Square to 6mm Square Cable	each	1	R	R	R
7.4	10mm Square to 16mm Square Cable	each	1	R	R	R
7.5	25mm Square to 35mm Square Cable	each	1	R	R	R
7.6	50mm Square to 70mm Square Cable	each	1	R	R	R
7.7	95mm Square to 150mm Square Cable	each	1	R	R	R
7.8	185mm Square to 300mm Square Cable	each	1	R	R	R
8	JOINTING OF MV CABLE - USING MECHANICAL FERRULES AND HEATSHRINK JOINT KITS					
8.1	16mm Square to 50mm Square Cu / Al	each	1	R	R	R
8.2	35mm Square to 95mm Square Cu / Al	each	1	R	R	R
8.3	95mm Square to 185mm Square Cu / Al	each	1	R	R	R
8.4	185mm Square to 300mm Square Cu / Al	each	1	R	R	R
5.5	630mm Square XLPE Single Core Cable			R	R	R

9	TERMINATION OF MV CABLE - USING MEHCANICAL LUGS & OUTDOOR HEATSHRINK TERMINATIONS					
9.1	16mm Square to 50mm Square Cu / Al	each	1	R	R	R
9.2	35mm Square to 95mm Square Cu / Al	each	1	R	R	R
9.3	95mm Square to 185mm Square Cu / Al	each	1	R	R	R
9.4	185mm Square to 300mm Square Cu / Al	each	1	R	R	R
9.5	630mm Square XLPE Single Core Cable	each	1	R	R	R
10	JOINTING AND TERMINATION OF EARTH CONDUCTORS					
10.1	1.5mm Square to 16mm Square - Jointing	each	1	R	R	R
10.2	1.5mm Square to 16mm Square - Termination	each	1	R	R	R
10.3	25mm Square to 35mm Square - Jointing	each	1	R	R	R
10.4	25mm Square to 35mm Square - Termination	each	1	R	R	R
10.5	50mm Square to 70mm Square - Jointing	each	1	R	R	R
10.6	50mm Square to 70mm Square - Termination	each	1	R	R	R
10.7	95mm Square to 120mm Square - Jointing	each	1	R	R	R
10.8	95mm Square to 120mm Square - Termination	each	1	R	R	R

11	TESTING OF CABLES					
11.1	Fault Finding on MV Cable	each	1	-	R	R
11.2	Pressure Testing of MV Cable	each	1	-	R	R
11.3	Fault Finding on LV Cable	each	1	-	R	R
11.4	Pressure Testing of LV Cable	each	1	-	R	R
11.5	Cable Route Tracing (Scan)	each	1	-	R	R
11.6	Sheath Testing 11kV Cables	each	1	-	R	R
12	REPAIR OF LV OVERHEAD LINES					
12.1	Excavation of Pole Holes	each	1	-	R	R
12.2	Excavation of Stay Wire Holes	each	1	-	R	R
12.3	Excavation of Strut Poles	each	1	-	R	R
12.4	Supply and Install 9m Wooden Pole	each	1	R	R	R
12.5	Supply and Install 9m Steel Pole	each	1	R	R	R
12.6	Supply and Install 11m Wooden Pole	each	1	R	R	R
12.7	Supply and Install Concrete Pole	each	1	R	R	R
12.8	Supply and Install Hangers	each	1	R	R	R
12.9	Supply and Install Strain Clamps	each	1	R	R	R
12.10	Supply and Install Pole Boxes (3Way Samite)	each	1	R	R	R
12.11	Supply and Install 80A CB	each	1	R	R	R
12.12	Supply and Install IPC - 25mm to 50mm Square	each	1	R	R	R
12.13	Supply and Install IPC - 70mm to 185mm Square	each	1	R	R	R
12.14	Stringing 4mm Square to 16mm Square Airdac Cable	m	1	R	R	R
12.15	Stringing 35mm to 70mm Square ABC Conductor	m	1	R	R	R

12.16	Stringing 95mm to 120mm Square ABC Conductor	m	1	R	R	R
12.17	Cleaning of Overhead Lines (Trimming of Tree Branches around Overhead Conductor)	m	1	-	R	R
12.18	Bush Cleaning around Poles and Overhead Lines	m ²	1	-	R	R
13	REPAIRS AND INSTALLATION OF 11KV OVERHEAD LINES					
13.1	Excavation of Pole Holes	each	1	-	R	R
13.2	Excavation of Stay Wire Holes	each	1	-	R	R
13.3	Excavation of Strut Poles	each	1	-	R	R
13.4	Supply and Install 9m Wooden Pole	each	1	R	R	R
13.5	Supply and Install 9m Steel Pole	each	1	R	R	R
13.6	Supply and Install 11m Wooden Pole	each	1	R	R	R
13.7	Supply and Install 13m Wooden Pole	each	1	R	R	R
13.8	Supply and Install up to 22kV Porcelain Insulators with Spindles	each	1	R	R	R
13.9	Supply and Install Silicone Long Rod Insulators c/w D-Shackles, Clevis, and I-nuts	each	1	R	R	R
31.10	Supply and Install Cross-Arms with Flatbar Support	each	1	R	R	R
13.11	Supply and Install Lighting Arrestors - Set of 3	each	1	R	R	R
13.12	Supply and Install Drop-Out Fuse Carriers - Set of 3	each	1	R	R	R

13.13	Stringing of Overhead Bare Conductor	m	1	R	R	R
13.14	Cleaning of Overhead Lines (Trimming of Tree Branches around Overhead Conductor)	m	1	-	R	R
13.15	Bush Cleaning around Poles and Overhead Lines	m ²	1	-	R	R
13.16	Supply and Install Transformer Platform	each	1	R	R	R
13.17	Supply and Install 25kVA 11kV - 400V TRF Cu Windings	each	1	R	R	R
13.18	Supply and Install 50kVA 11kV - 400V TRF Cu Windings	each	1	R	R	R
13.19	Supply and Install 100kVA 11kV - 400V TRF Cu Windings	each	1	R	R	R
13.20	Supply and Install 200kVA 11kV - 400V TRF Cu Windings	each	1	R	R	R
13.21	Remove Pole Mounted TRF	each	1	-	R	R
13.22	Remove Cross Arm with Fuses, Arrestors and Insulators Complete	each	1	-	R	R
13.23	Remove TRF Structure	each	1	-	R	R
13.24	Remove Transmission Poles	each	1	-	R	R
13.25	Repair of Overhead Conductors	each	1	R	R	R
14	SUPPLY AND INSTALLATION OF DISTRUBUTION PILLARS					
14.1	Robust DP (Vandell Proof) with 6 Way 400A Henley Fuse Way and Neutral Links (5mm Mild Steel, Concrete or Equvelant)	each	1	R	R	R

14.2	Robust DP (Vandell Proof) with 4 Way 400A Henley Fuse Way and Neutral Links (5mm Mild Steel, Concrete or Equvelant)	each	1	R	R	R
14.3	Robust DP (Vandell Proof) with 2 Way 400A Henley Fuse Way and Neutral Links (5mm Mild Steel, Concrete or Equvelant)	each	1	R	R	R
14.4	Robust DP (Vandell Proof) with 4 Way 400A Henley Fuse Way and Neutral Links (5mm Mild Steel, Concrete or Equvelant) with Front and Back Entry	each	1	R	R	R
14.5	PVC Termination Pole Lockable (Replacing T-Joints)	each	1	R	R	R
14.6	Supply and Installation of J-Type Fuse with Holder 18A to 400A	each	1	R	R	R
14.7	Supply and Install Henley Fuse Way 400A (BBO Unit)	each	1	R	R	R
14.8	Supply and Install Henley Fuse Way 600A (BBO Unit)	each	1	R	R	R
14.9	Supply and Install 63A to 80A 3Ka to 6Ka Single Pole CB	each	1	R	R	R
14.10	Supply and Install 63A to 80A 3Ka to 6Ka Triple Pole CB	each	1	R	R	R
14.11	Supply and Install Triple Pole MCCB 200A	each	1	R	R	R

14.12	Supply and Install Triple Pole MCCB 315A	each	1	R	R	R
14.13	Supply and Install Triple Pole MCCB 400A	each	1	R	R	R
14.14	Supply and Install Triple Pole MCCB 630A	each	1	R	R	R
14.15	Supply and Install Triple Pole MCCB 200A	each	1	R	R	R
14.16	Supply and Install Labelling of 6-Way DP Complete	each	1	R	R	R
15	SERVICE CONNECTIONS					
15.1	Install Max Demand Meter with CT's (Complete)	each	1	R	R	R
15.2	Remove Max Demand Meter with CT's (Complete)	each	1	R	R	R
15.3	Install and Remove CT's	each	1	R	R	R
15.4	Install Ready Board	each	1	R	R	R
15.5	Provide Certificate of Compliance (COC)	each	1	R	R	R
16	REPLACEMENT OF 11kV SUB-STATION TRANSFORMERS					
16.1	Supply and Install 200Kva 11kV - 400V TRF Cu Windings Free Standing Sub-Station TRF	each	1	R	R	R
16.2	Supply and Install 315Kva 11kV - 400V TRF Cu Windings Free Standing Sub-Station TRF	each	1	R	R	R
16.3	Supply and Install 500Kva 11kV - 400V TRF Cu Windings Free Standing Sub-Station TRF	each	1	R	R	R

16.4	Supply and Install 800Kva 11kV - 400V TRF Cu Windings Free Standing Sub-Station TRF	each	1	R	R	R
16.5	Supply and Install 1Mva 11kV - 400V TRF Cu Windings Free Standing Sub-Station TRF	each	1	R	R	R
17	BATTERY CHARGERS					
17.1	Repair of Battery Charger 110v	each	1	R	R	R
17.2	Repair of Battery Charger 32v	each	1	R	R	R
17.3	Replace of Batteries for 110v Charger	each	1	R	R	R
17.4	Replace of Batteries for 32v Charger	each	1	R	R	R
17.5	Supply and Install 110v Charger c/w Batteries	each	1	R	R	R
17.6	Supply and Install 32v Charger c/w Batteries	each	1	R	R	R
18	REPAIR OF BURNT SUB-STATIONS AND MV SWITCH GEAR					
18.1	Cleaning of Panels with dry ice (price per panel)	each	1	R	R	R
18.2	Service of Oil CB's incl all Testing Required	each	1	R	R	R
18.3	Replacement of Faulty MV CB (Various makes of CB's)	each	1	R	R	R
18.4	Replacement of Contacts on MV CB's	each	1	R	R	R
18.5	Repair Stuck / Faulty Closing and or Tripping Mechanisms of MV CB's	each	1	R	R	R
18.6	Replace Oil in Oil CB	each	1	R	R	R
18.7	Emergency Testing of Current TRF's (11kV)	each	1	R	R	R

18.8	Emergency Testing of Voltage TRF's (11kV)	each	1	R	R	R
18.9	Emergency Testing of NEC/NER's (11kV) (per sample)	each	1	R	R	R
18.10	Cleaning, Repair and Painting of Sub-Station Buildings	m²	1	R	R	R
18.11	Testing of TRF's up to 1MVA 11kV	each	1	R	R	R
18.12	Testing of Tripping Relays on MV Switch Gear	each	1	R	R	R
18.13	Supply and Install New Door with Electronic Relay and all Indication Instruments incl. all small wiring with chassis plates and CB's to the current TRF's	each	1	R	R	R
18.14	Supply and Install 3 Way RMU (SF6)	each	1	R	R	R
19	SPECIAL RATES					
19.1	Cherry Picker	p/hour	1	-	R	R
19.2	8ton Crane Truck	p/hour	1	-	R	R
19.3	12 - 24ton Crane Truck	p/hour	1	-	R	R
19.4	LDV's	p/km	1	-	R	R
19.5	TLB (incl Site Establishment)	p/hour	1	-	R	R
19.6	Cable Tractor	p/hour	1	-	R	R
19.7	Wacker	p/hour	1	-	R	R
19.8	Roller Compactor	p/hour	1	-	R	R
19.9	Compressor with Jack Hammer	p/hour	1	-	R	R
19.10	Directional Drilling	p/m	1	-	R	R

19.11	Installation of Sleeves up to 160mm	p/m	1	R	R	R
19.12	Site Establishment for Directional Drilling	p/day	1	-	R	R
19.13	Driver LDV/Truck	p/hour	1	-	R	R
19.14	Labourers	p/hour	1	-	R	R
19.15	Electrician Qualified	p/hour	1	-	R	R
19.16	Call Out Fees Weekdays	sum	1	-	R	R
19.17	Call Out Fees Sundays / Public Holidays	sum	1	-	R	R
19.18	Testing Vehicle	p/km	1	-	R	R

20	SUPPLY AND INSTALLATION OF MINI SUB-STATIONS					
20.1	Supply and Install of Concrete Mini Sub Concrete Plinth	each	1	R	R	R
20.2	Supply and Install 315Kva 11kV - 400V Mini Sub-Station with 3 Way RMU and 6 Way 400A Henley Fuse Ways on LV Site and Street Light Panel Compartment	each	1	R	R	R
20.3	Supply and Install 500Kva 11kV - 400V Mini Sub-Station with 3 Way RMU and 6 Way 400A Henley Fuse Ways on LV Site and Street Light Panel Compartment	each	1	R	R	R
20.4	Supply and Install 800Kva 11kV - 400V Mini Sub-Station with 3 Way RMU and 6 Way 400A Henley Fuse Ways on LV Site and Street Light Panel Compartment	each	1	R	R	R
20.5	Disconnect and Remove of Old Mini Sub-Station and Return to Stores			-	R	R
20.6	88kV Isolators	each	1	R	R	R
20.7	88kV Circuit Breaker	each	1	R	R	R
20.8	88/11kV Transformer Oil Test and Servicing	each	1	R	R	R
20.9	11kV NECRT	each	1	R	R	R
20.10	SCADA system	each	1	R	R	R
20.11	11kV Isolators	each	1	R	R	R

20.12	Burglar Proofing	each	1	R	R	R
20.13	Repair/Re-instate alarm system	each	1	R	R	R
20.14	Remove weeds & apply herbicides	each	1	R	R	R
20.15	ABB RED670 Relay	each	1	R	R	R

Please Note: The items that are not included in the BOQ but that will be needed to complete any emergency electrical works will form part of this contract. Bidders will be required to make notes of those items during site assess

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts, and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- (iii) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (iv) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 5 RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.3 Except for purposes of performing the contract.

5.4 Any document, other than the contract itself mentioned in GCC clause

5.5 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the

bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during

transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from

design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 10

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from

the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 11 supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed

services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such

terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any 12 person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from

doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of

any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which 13 may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.