



An area of unfound diversity

District Municipality

- Private Bag X 136, TROMPSBURG, 9913, Tel: (051) 011 2238, Fax: (051) 713 0461
- Website: www.xhariep.gov.za



**ADVERTISEMENT:
APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR VARIOUS
ELECTRIFICATION AND BULK STRENGTHENING PROJECTS IN XHARIEP DISTRICT
MUNICIPALITY.**

Tender submitted by: _____

Name of Company: _____

Contact Person: _____

Contract Number	Tender Amount (Including VAT)	Contract Period
XDM-RRAMS 23/24-5		8 months

COMPILED BY: _____

SCM Accountant
Mr JOJ Tshabalala

REVIEWED BY: _____

SCM Manager
Mr JS Matobako

APPROVED BY: _____

Chief Financial Officer
Mr PV Litabe

XHARIEP DISTRICT MUNICIPALITY

Tender No. xdm-elec 2023/24

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR VARIOUS
ELECTRIFICATION AND BULK STRENGTHENING PROJECTS IN XHARIEP DISTRICT
MUNICIPALITY.**

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XHARIEP DISTRICT MUNICIPALITY
THE TENDER
TENDER NO. XDM-ELEC 2023/24
APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR VARIOUS
ELECTRIFICATION AND BULK STRENGTHENING PROJECTS IN XHARIEP
DISTRICT MUNICIPALITY.

Tender Procedure: Open Tender Procedure

Based on

Xhariep District Municipality Supply Chain Management Policy

SANS 10845-1, Construction procurement Part 1: Processes, methods and procedures

SANS 10845-2, Construction procurement Part 2: Formatting and compilation of procurement documentation

SANS 10845-3, Construction procurement Part 3: Standard conditions of tender

The National Treasury Preferential Procurement Regulations of 2022 will be applicable to this tender as well as both the Preferential Procurement and Supply Chain Management Policy of Xhariep District Municipality.

Tender Evaluation Method

Method 4: Quality, Price and Preference (SANS 10845-1)

**XHARIEP DISTRICT MUNICIPALITY
THE TENDER**

TENDER NO. XDM-ELEC 2023/24

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR VARIOUS
ELECTRIFICATION AND BULK STRENGTHENING PROJECTS IN XHARIEP
DISTRICT MUNICIPALITY.**

T1 Tendering Procedure

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Xhariep District Municipality hereby, invites suitably qualified electrical contractors for the appointment of various electrification and bulk strengthening projects listed as follows:

- Smithfield: Electrification of 300 Dwellings (Phase 1).
- Smithfield: 1.3km 11kV cable upgrade/installation between Main Substation and Hotel Substation.
- Smithfield: Upgrades on Main Substation Building and Switchgear.
- Zastron: Electrification of 200 Dwellings (Phase 3).
- Zastron: 1.5 km of 11 kV Cable between Main Substation and Hospital Substation.
- Rouxville: Electrification of 115 Dwellings (Phase 4).
- Rouxville: 1.3 km of Overhead line in Rouxville (Role le ya Thunya)

Tenderers should have a **CIDB contractor grading of 7EP or higher.**

Contracts will be Based on General Conditions of Contract for Construction Works Third Edition 2015. It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 9 October 2023 on the e-Tender Portal: www.etenders.gov.za.

The project details are hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
xdm-elec 2023/24	APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR VARIOUS ELECTRIFICATION AND BULK STRENGTHENING PROJECTS IN XHARIEP DISTRICT MUNICIPALITY.	XHARIEP DISTRICT MUNICIPALITY ZASTRON TOWN HALL COMPULSORY BRIEFING SESSION: 09 OCTOBER 2023 AT 10H00 am	30 OCTOBER 2023 AT 12H00 ALL BID PROPOSALS TO BE SUBMITTED TO: XHARIEP DISTRICT MUNICIPALITY 20 LOUW STREET TROMPSBURG 9913

Compulsory briefing session and site visit will take place at the place and on the date and time shown above unless otherwise amended later. Representative(s) from Xhariep District Municipality, Mokokare Local Municipality and MISA will meet prospective Tenderers to provide details of the Contract. The requirement of submissions is detailed in the Tender Data (Ref: T1.2 Tender Data). The tenderers who satisfy the eligibility criteria as set in the tender documents (Ref: T 1.2 Tender Data) are to submit their tenders.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenderers must submit their tenders using only the tender documentation issued.

Tenders will be evaluated based on Preferential Procurement Policy Framework Act no 5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulations, 2022.

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

Completed, sealed and clearly marked tender document must be deposited in the tender box placed at the following address:

Xhariep District Municipality
20 Louw Street
Trompsburg
9913

T1.2 TENDER DATA

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

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

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

Clause number	Tender Data
3.1	The employer is the Xhariep District Municipality , a district municipality in the south western Free State.
3.2	The Tender documents issued by the employer comprise the documents listed on the contents page.
3.3	The Employer's Representative is: Name: Ms. LY Moletsane Physical Address: 20 Louw Street, Trompsburg 9913 Email: Sandile Majenge majengejnr@gmail.com Lwando Zonke, MISA, lwando.zonke@misa.gov.za matobakosejane@gmail.com / matobakos@xhariep.gov.za
3.4	The language of communications is English
4.1	ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated: The tenderer: 1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a

Clause number	Tender Data
	partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners. 3. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary. 4. Tenderers may only tender under 1 (one) company or 1 (one) consortium – tendering with more than 1 company or consortium will result in immediate disqualification. Xhariep District Municipality will recognise the JV/Consortium as single entity for the duration of the contract. 5. All bidders are required to submit public liability insurance of not less than R15 million. 6. The tenderer has a minimum of CIDB grading 7 EP or higher (tenderers must submit valid CIDB certificate). 7. Attended the compulsory briefing session and signed the attendance register. 8. None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory. 9. The tender documents issued by Xhariep District Municipality are not tampered and remain intact.
4.2	The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1). No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit. Tenderers/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions.
4.3	No alternative tender offer will be considered.
4.4 4.5	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Reception area of Xhariep District Municipality Offices Physical Address: 20 Louw Street Trompsburg 9913 Identification details on the Tender package(s):

Clause number	Tender Data
	1. Name and Reference number of the tender; 2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contacting details of the tenderer; 5. Date of submission
4.6	The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1. 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. 3. The tenderer must sub-contract a minimum of 25% of the value of the contract to local sub-contractors that have an equal or higher B_BBEE status level of contributor than the tenderer, unless the contract is subcontracted to an EME that has the capacity and ability to execute the subcontract. The tender document issued by Xhariep District Municipality is not tampered with and content in the tender document remains intact.
4.7	Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a flash disc.
4.8	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.9	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.10	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.5	The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference) The total number of tender evaluation points (TEV) shall be determined in accordance

Clause number	Tender Data																		
	with the following formula. Ps is the number of tender evaluation points awarded for the financial offer, where the score for financial offer is calculated using the following formula. Ps = 80 {1 – (Pt – Pm)/ Pm}, Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration; and Pmin = Price of lowest acceptable tender																		
5.6	A Tender scoring below <u>70 points</u> in Quality/Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation. <table><tr><th>Quality/ Functionality criteria</th><th>Evaluation schedule</th><th>Maximum number of points</th></tr><tr><td>Experience of the tenderer</td><td>Schedule 1</td><td>20</td></tr><tr><td>Experience of Key Personnel</td><td>Schedule 2</td><td>55</td></tr><tr><td>Plant and Equipment</td><td>Schedule 3</td><td>10</td></tr><tr><td>Approach Paper</td><td>Schedule 4</td><td>15</td></tr><tr><td colspan="2">Maximum possible score for quality (Ms)</td><td>100</td></tr></table>	Quality/ Functionality criteria	Evaluation schedule	Maximum number of points	Experience of the tenderer	Schedule 1	20	Experience of Key Personnel	Schedule 2	55	Plant and Equipment	Schedule 3	10	Approach Paper	Schedule 4	15	Maximum possible score for quality (Ms)		100
Quality/ Functionality criteria	Evaluation schedule	Maximum number of points																	
Experience of the tenderer	Schedule 1	20																	
Experience of Key Personnel	Schedule 2	55																	
Plant and Equipment	Schedule 3	10																	
Approach Paper	Schedule 4	15																	
Maximum possible score for quality (Ms)		100																	
5.7	Tender offers will only be accepted if: - 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; - the tenderer has not: - abused the Employer’s Supply Chain Management System; or - failed to perform on any previous contract and has been given a written notice to this effect; - the tenderer has completed the compulsory declarations 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.																		
5.8	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.																		

XHARIEP DISTRICT MUNICIPALITY

Tender No. xdm-elec 2023/24

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR VARIOUS
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MUNICIPALITY.**

T2 Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

A Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

1. Record of Addenda to Tender Documents
2. Proposed Amendments and Qualifications
3. Compulsory Declaration
4. Declaration on Consultancy, Goods and Other Services or a Combination Thereof Offered to an Organ of State and / or Municipality
5. Preferencing Schedule: Broad Based Black Economic Empowerment Status
6. Schedule 1: Experience of the tenderer
7. Schedule 2: Experience of key person
8. Schedule 3: Plant and Equipment
9. Schedule 4: Approach paper

B Other documents required for tender evaluation purposes

The tenderer **must** provide the following returnable documents:

Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php), a registered auditor approved by IRBA, or a sworn affidavit for claiming of points under specific goals

T2.2 RETURNABLE SCHEDULES

1. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

2. Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

3. Compulsory declaration

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
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Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

CIDB Registration number <i>(if applicable)</i>	
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Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record of family member in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal 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 department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

Name of principal	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 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entities including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has 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;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1)

and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

4. Declaration on consultancy, goods and other services or a combination thereof offered to an organ of state and/ or municipality

The following particulars must be furnished in relation to tenders for organs of state and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for services:

The enterprise has been awarded the following services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g., quantity surveying	Service similar to required service (yes / no) last 5 years

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) *(tick one of the boxes):*

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*i.e.: all municipal accounts are paid up to date*);

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

Date

Name

Position

Enterprise name

3 Tender preferences claimed

The scoring shall be as follows: 50% of the 20 points will be allocated as part of specific in terms of the BBB-EEE:

B-BBEE Status Level of Contribution	Number of Points
1	20
2	18
3	16
4	12
5	8
6	5
7	3
8	1
Non-complaint contributor	0

Locality: 50% of the 20 points will be allocated to promote this goal. Points will be allocated as follows:

Local area of supplier	Number of Points Preference	
	80/20	90/10
Within the boundaries of Xhariep District Municipality	10	5
Within the boundaries of the Free State Province but outside Xhariep Region	6	3
Outside of the boundaries of the Free State	4	2

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
- ☐ Generic code of good practice
- ☐ Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax: Date :

Name of witness Signature of witness

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

6. Schedule 1: Experience of the tenderer (20 points)

The experience of the tenderer as a company (as opposed to key staff members) in the construction electrical infrastructure or installation of new household connections as a main contractor for municipalities and other organs of state over the last **10 years**.

The information shall be within the previous **10 years** and must only include completed projects prior to closing date for submissions.

Tenderers should briefly describe his or her experience in this regard, emphasising the nature of the works and complexity and attach this to this schedule.

Note: Signed completion letters with contactable references on the client's letterhead should be included for each project for ease of reference. Only projects with completion letters will be evaluated.

Description of contracts relating to the construction of electrical infrastructure or installation of new household connections, location and nature of the works.

The scoring of the tenderer's experience will be as follows:

1. Letter of completion or reference letter for completed project: The construction of electrical infrastructure or installation of new household connections for municipalities or other organs of state. This experience must only relate to instance where the tenderer acted as the main contractor.

- | | | |
|-------------------------|-------------|------------------|
| a) Less than 3 projects | = 0 points | 10 points |
| b) 3 projects | = 5 points | |
| c) 4 projects | = 7 points | |
| d) 5 or more projects | = 10 points | |

2. Highest value (Total Project Value) of a completed single project of the type of projects mentioned in item 1

- | | | |
|---------------------------------------|-------------|------------------|
| a) Below R5 Million | = 0 points | 10 points |
| b) R 5 Million to below R 10 Million | = 5 Points | |
| c) R 10 Million to below R 15 Million | = 7 Points | |
| d) R 15 Million and above | = 10 points | |

Total	20 points
--------------	------------------

Xhariep District Municipality reserves the right to verify all information presented by the tenderer.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
<i>Enterprise name</i>			

7. Schedule 2: Experience of key personnel (55 Points)

Total Points for key personnel = Electrical Engineering Manager = 15, Electrical Engineer/Technologist = 15, Electrical Technician = 10, Site Agent = 5, Foreman = 5, H&S Officer = 5, Total = 55.

The experience of the key person who will be responsible for the management of the physical construction processes and the coordination, administration and management of resources on the Site will be evaluated in relation to the scope of work from two different points of view:

- 1) General experience (total duration of work activity), level of education, training, positions held and professional registration with the Engineering Council of South Africa (ECSA) as Professional Engineer (Pr. Eng.) and or Professional Technologist (Pr. Tech Eng.).
- 2) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work.

The CV of individuals as well as professional registration certificate with ECSA will be used for evaluation of the each of the personnel for this section.

The scoring of the experience of key person staff will be as follows:

Key Personnel	= 55 Total Points
1. Electrical Engineering Manager (Pr. Eng. or Pr. Tech Eng.)	= (15 points)
1.1. Experience	= 5 points
a) Below 5 years	= 0 points
b) 5 to below 7 years	= 3 points
c) 7 to below 10 years	= 4 points
d) 10 years and above	= 5 points
1.2. Qualifications	= 10 points
a) Degree or B Tech in Electrical Eng. and Management	= 7 points
b) Honours Degree or above in Electrical Eng. and Management	= 10 points
2. Electrical Engineer/ Technologist (Pr. Eng. or Pr. Tech Eng.)	= (15 points)
1.1. Experience	= 5 points
a) Below 3 years	= 0 points
b) 3 to below 6 years	= 3 points
c) 6 to below 10 years	= 4 points
d) 10 years and above	= 5 points
Qualifications	= 10 points
a) Degree or B Tech in Electrical Eng.	= 7 points
b) Honours Degree or above in Electrical Eng.	= 10 points
2. Electrical Engineering Technician (Pr. Techni Eng.)	= (10 points)
3.1 Experience	= 5 points
a) Below 5 years	= 0 points
b) 5 to below 7 years	= 3 points

Key Personnel	= 55 Total Points
c) 7 to below 10 years	= 4 points
d) 10 years and above	= 5 points
Qualifications	= 5 points
a) National N Diploma (N6) Electrical Engineering	= 4 points
b) National Diploma (S4) Electrical Engineering	= 5 points
3. Site Agent	= (5 points)
3.1. Experience	= 2 points
a) Below 5 years	= 0 points
b) 5 to below 8 years	= 1 point
c) 8 years and above	= 2 points
3.2. Qualification	= 3 points
a) National N Diploma (N6) Electrical Engineering	= 2 points
b) National Diploma (S4) Electrical Engineering	= 3 points
4. Foreman/Supervisor	= (5 points)
4.1. Experience	= 2 points
a) Below 5 years	= 0 points
b) 5 to below 8 years	= 1 point
c) 8 years and above	= 2 points
4.2. Qualification	= 3 points
a) National N Diploma (N6) Electrical Engineering	= 2 points
b) National Diploma (S4) Electrical Engineering	= 3 points
5. Health and Safety Officer	= (5 points)
5.1. Experience	= 2 points
a) 5 to below 7 years	= 0 points
b) 7 to below 10 years	= 1 point
c) 10 years and above	= 2 points
5.2. Qualification	= 3 points
a) SAMTRAC or Equivalent	= 1 point
b) Diploma/degree in Health and Safety	= 3 points

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name		_____	

8. Schedule 3: Plant and Equipment (10 points)

Points will be allocated as indicated below for plant and equipment **owned and / or hired** by the Tenderer, and which will be available for the project, should the Tenderer be successful. Tenderers must complete the table below for availability of plant and equipment.

Type of Equipment	Own	Hire	Total Points
TLB (1 required) (2 points)			
Excavator 20 tons min (1 required) (1points)			
Cherry Picker (4 Ton). (2 required) (2 points)			
Bomag type pedestrian roller. (1 required) (2 points)			
8 Ton Crane Trucks (3 required) (3 points)			
Total scored			

1. **In case where plant is owned by the Tenderer**, Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the company or directors must be attached.
2. **In case where the plant is to be hired the Tenderer**, a signed letter from a Plant Hire Company addressed to the tenderer with reference to this project clearly indicating the list of plant to be hired must be attached.
3. **In case where the Tenderer own part of the required plant and part will be hired**, the tenderer must attach proof of ownership as per 1 above and plant hire letter as per 2 above accordingly.

Note: No other proof of ownership will be considered

10. Schedule 4: Approach Paper (15 points)

The approach paper must respond to the scope of work (reference: **C3 Scope of work**), the nature of the contract, the main option that has been selected for the contract and outline the proposed approach / methodology including that relating to the controlling programming and management of sub-consultants in relation to the works that may be provided over the term of the contract. The approach paper should not be longer than **5 pages**. The approach paper as such needs to:

Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any);

Executive Summary: A brief summary of the whole contents of the approach paper;

Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables as have been foreseen in '**Part C3. Scope of work**', detailing at least the following:

1. Understating of Project Scope
2. Methodology to be adopted; including generic Project implementation schedule for the services as given in scope of work (Activity, task and sub-task wise to achieve the deliverables); Organogram for the proposed project team and their responsibilities;
3. Identified project implementation Risks and Risk Management proposal;
4. Quality control mechanism to be adopted for project deliverables;
5. Construction methods

The scoring of the approach paper will be as follows:

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
Understating of the Project Scope	Demonstration of clear understanding of Project objectives (1), scope and deliverables with timeframes (1). Adequacy and appropriateness will be assessed (1). informative appropriateness of proposed approach/implementation (1) and presentation and organogram of team (1) including outline approach to be used when working with for sub-consultants/	6 points)

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
	contractors (1)	
Project implementation Risks and Risk Management	Adequacy of understanding of project risks (2) and appropriateness of proposed mitigation measures (1)	3 points
Quality Control and Quality Assurance mechanism to be adopted	Appropriateness and adequacy of tools (1) and processes (2) to ensure quality control and assurance in all phases of the project as part of the quality plan.	3 points
Construction method	Detailed explanation of step-by-step construction stages indicating the sequencing and how the works are carried out (2). These should include methods used to ensure correct occupational health and safety environment acceptable practices (1).	3 points

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

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

XHARIEP DISTRICT MUNICIPALITY

Tender No. xdm-elec 2023/24

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR VARIOUS
ELECTRIFICATION AND BULK STRENGTHENING PROJECTS IN XHARIEP DISTRICT
MUNICIPALITY.**

The Contract

Based on

Based on General Conditions of Constructions Works Third Edition 2015

XHARIEP DISTRICT MUNICIPALITY

Tender No. xdm-elec 2023/24

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR VARIOUS
ELECTRIFICATION AND BULK STRENGTHENING PROJECTS IN XHARIEP DISTRICT
MUNICIPALITY.**

C1 Agreements and Contract Data

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part 1 of the Contract Data.

The tenderer, identified in the Offer signature block, 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 authorised, 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 VAT AND EXPENSES,
calculated in accordance with the *conditions of contract as detailed hereunder:*

Total Amount: R_____ (in figure), (Rand _____

_____) (in word)

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature

Date:

.....

Name

.....

Capacity

.....

**For the
tenderer:**

.....
*(Insert name and address of
organisation)*

Name &
signature
of witness

Date

.....

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

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

The tenderer shall within two weeks of 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Date:_____

Name(s) Ms LY Moletsane

Capacity Municipal Manager

For the Xhariep District Municipality
Employer

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

5 Subject

Details

.....

.....

.....

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

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

XHARIEP DISTRICT MUNICIPALITY

Tender No. xdm-elec 2023/24

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR VARIOUS
ELECTRIFICATION AND BULK STRENGTHENING PROJECTS IN XHARIEP DISTRICT
MUNICIPALITY.**

C1.2 CONTRACT DATA

The *Conditions of Contract* are the core clauses and the clauses for main Option, dispute resolution option W1 and Secondary options X7, X13, X16, Z Of the NEC3 Engineering and Construction Contract (April 2013 edition) published by the Institution of Civil Engineers (ICE), copies of which may be obtained from Engineering Contract Strategies (+27) 011 803 3008

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

C1.2.1 PART ONE - DATA PROVIDED BY THE EMPLOYER

Clause	Data
1 General	
10.1	The Employer is Xhariep District Municipality Physical Address: 20 Louw Street Trompsburg, 9913 Postal Address: Private Bag X136, Trompsburg 9913 Telephone: 051 011 2238
10.1	The Project Manager is: Mr Sandile Majenge assisted by Mr Lwando Zonke (MISA) As stated in the Contract Quality Criteria
10.1	The Supervisor is : (the contracts manager) As stated in the Contract Quality Criteria
11.2 (1)	The Accepted Programme is the programme identified in the Contract Data or the latest accepted by the Project Manager. The latest accepted programme supersedes previously accepted programmes.
11.2 (13)	The works are the APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR VARIOUS ELECTRIFICATION AND BULK STRENGTHENING PROJECTS XHARIEP DISTRICT MUNICIPALITY.

Clause	Data
11.2 (14)	The following matters will be included in the Risk Register None
11.2 (15)	The boundaries of the sites are as per the proposed site layout and locality plan as per C3: Scope of Works.
11.2 (16)	The Site Information is in section Part C4: Site information of this tender document
11.2 (19)	The Works Information is in section Part C3: Scope of works of this tender document
12.2	The law of the contract is the law of the Republic of South Africa
13.1	The language of this contract is English
13.3	The period of reply is 2 weeks
2	The Parties' main responsibility
26.1	If the Contractor subcontracts work, he is required to submit a signed agreement with proposed Sub contractor / consultant detailing the proposed scope and exclusivity of the relationship and intention to get into a subcontracting agreement based on the NEC3 Engineering and Construction Subcontract should he be successful.
26.2	The Contractor must submit proposed Sub-contractor / consultant with an ECSA registration as Professional Electrical Engineer or Professional Electrical Technologist (appropriate certificates to be submitted).
26.3	The conditions of contract for the Subcontractor shall be the NEC3 Engineering and Construction Subcontract Edition: 3 Reprinted with Amendments 2013, which is to be signed by both parties should the Contractor be successful.
3	Time
30.1	The starting date is 14 days after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties.
33.1	The completion date for the whole of the services is Twelve (12) Calendar Months after the start date.
11.2(2)	The completion date for the whole of the services is as per the approved program submitted within 14 days after appointment.
31	The Contractor submits programme with the tender according to the Scope, considering the starting date and completion date, which will be adjusted, if need be, based on proposed duration in the programme through consultation.

Clause	Data
32	The Contractor submits revised programme at intervals no longer 4 weeks
4	Testing and Defects
42	The defects date is 12 months after Completion of the whole of the works.
43	The defect correction period is two weeks after completion of the whole of the works.
5	Payment
50.1	The assessment interval is monthly on or before the 20 th day of each successive month.
51.1	The currency of this contract is the South African Rand.
51.2	Each certified payment is made within 30 days of the assessment.
51.4	The interest rate is the Prime lending rate of the Employer's Bank.
6	Compensation events
60.1 (13)	The place where the weather is to be recorded is within the Xhariep District Municipality.
60.1 (13)	The weather measurements to be recorded for each calendar month are • The cumulative rainfall (mm) • The number of days with rainfall more than 5mm
7	Title
	No data required for this section of the <i>conditions of contract</i> .
70.2	80% of the value of materials on site could be claimed by the contractor
8	Indemnity, Insurance and Liabilities
84.1	The Contractor is to provide the insurances stated in the Insurance Table in Section 84.2
84.2	The minimum amount of cover for insurance against the Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to employees of the Contractor to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract as prescribed in section 84.2 of the NEC 3 ECC

Clause	Data		
	Insurance against	Minimum amount of cover or minimum limit of indemnity	Period following Completion of the whole of the services or earlier termination
	Loss of or damage of the works, Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer	Till the end of the <i>defects date</i> .
	Loss of or damage to Equipment	The replacement cost	Till the end of the <i>completion date</i> .
	Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.	R5 million without limit to the number of claims	Till the end of the <i>completion date</i> .
	Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	Till the end of the <i>completion date</i> .
	Professional Indemnity Insurance (Professional electrical Engineering Services)	R3 million without limit to the number of claims	Till the end of the completion date.

Clause	Data
85.1	Before the starting date and on each renewal the Contract shall provide applicable insurance policies to the Project Manager for acceptance. The certificates are signed by the Contractor's insurer or insurance broker
86.1	The <i>Employer</i> provides no insurance cover.
Option W1	DISPUTE RESOLUTION
W1.2	The <i>Adjudicator</i> is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).
W1.2	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).
W1.4	The <i>tribunal</i> is arbitration
W1.4	The <i>arbitration procedure</i> is as set out in the latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body The place where arbitration is to be held is To be Advised The person or organisation who will choose an arbitrator • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa) or its successor body
Option X7	Delay Damages
X7	The <i>delay damages</i> for completion of the wholes of the works are R2,000.00 per day
Option X13	Performance Bond
X13	The amount of the performance bond is 10% of value of Contract
Option X16	Retention
X16	The retention percentage is 10%
Z	<i>Additional Conditions of Contract</i>
	The <i>additional conditions of contract</i> are

Clause	Data				
Z1	Selection and appointment of the <i>Adjudicator</i> A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za) whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i>. The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013.				
Z2	Tax invoices The <i>Contractor's</i> invoice. Delete the first sentence of core clause 51.1 and replace by: The Employer makes each payment within thirty days from the date of receipt (exclusive) of the <i>Consultant's</i> invoice showing the details, which this contract requires or, if a different period is stated in the Contract Data, within the period stated.				
Z3	Acts or omissions by mandatories In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Employer</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Contractor</i> contemplated in section 37(2).				
Z4	Subcontractors The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Employer's</i> representative for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the Contractor to Provide the Works. The Contractor does not appoint a proposed subcontractor until the Project Manager has accepted him.				
Z5	Guarantee The maximum guaranteed sum is equal to 10 % of the total of the Prices and reduces to the following diminishing amounts: <table border="1"> <tr> <td>Guarantor's liability expressed as a percentage of the total of Prices</td><td>Period of liability</td></tr> <tr> <td> </td><td> </td></tr> </table>	Guarantor's liability expressed as a percentage of the total of Prices	Period of liability		
Guarantor's liability expressed as a percentage of the total of Prices	Period of liability				

Clause	Data	
	Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds 50 % of the total of Prices
	Reducing to the guaranteed sum of 6 %	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the <i>works</i>
	Reducing to the guaranteed sum of 3 %	From the day after the date of Completion of the whole of the <i>works</i> and until the date of issue of the last Defects Certificate.
	Reducing to the guaranteed sum of 1 %	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.

Transfer of rights

The *Employer* owns the *Contractor's* rights over material prepared for this contract by the *Contractor* except as stated otherwise in the Works Information. The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a subcontractor equivalent rights for the *Employer* over the material prepared by the subcontractor. The *Contractor* provides to the *Employer* the documents which transfer these rights to the *Employer*

The *Contractor* is advised to read the NEC3 Engineering and Construction (Third edition of June 2005) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data, which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Short Contract to which it mainly applies.

Clause	Data
10.1	<i>The Contractor is</i> Name: _____ Physical Address: _____ _____ Post Code: _____ Postal Address: _____ Post Code: _____ Telephone: _____ Fax: _____ Mobile: _____ Email: _____
11.2 (8)	The Direct fee percentage is _____
11.2 (8)	The subcontracted fee percentage is _____
11.2 (18)	The working areas are the site and _____
24.1	The <i>Contractor's</i> key persons are: 1 Name: _____ Position in the Project Team: _____ Responsibilities: _____ Qualifications: _____ Experience: _____

Physical Address: _____

Post Code: _____
Postal Address: _____ Post Code: _____
Telephone: _____ Fax: _____
Mobile: _____ Email: _____

(Please use separate pages referring to this clause for detailing this information for all *Contractor's* key persons)

11.2(14) The following matters will be included in the Risk Register

11.2 (21) The *bill of quantities* is

11.2 (31) The tendered total of the Prices is

52.1 The percentage for overheads and profit added to the Defined Cost for people is
. %

52.1 The percentage for overheads and profit added to other Defined Cost is %

C1.3 SECURITIES: PERFORMANCE BOND

(to be reproduced exactly as shown below on the letterhead of the Surety)

{Insert name and registered address of the Contractor}

Date:

Dear Sirs,

PERFORMANCE BOND FOR CONTRACT NO.

With reference to the above numbered contract made or to be made
between

(the *Employer*) and

**{Insert registered name and address of the
Contractor}**

(the
Contractor),
for

**{Insert details of the *works* from the Contract (the *works*).
Data}**

I/We the undersigned

on behalf of the Surety

of physical address

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *works* and Defects Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excursion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
 - the date that the Surety receives a notice from the *Employer* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer*.

5. Always provided that this bond will not lapse in the event the Surety is notified by the *Employer*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Employer* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 2023

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

C1.3 SECURITIES: REDUCING VALUE GUARANTEE

(to be reproduced exactly as shown below on the letterhead of the Surety)

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

REDUCING VALUE GUARANTEE FOR CONTRACT NO.

With reference to the above numbered contract made or to be made between

{Insert registered name of the *Employer*} (the *Employer*) and

{Insert registered name and address of the *Contractor*}
(the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

and duly authorised thereto, do hereby undertake to pay the *Employer* forthwith on receipt of written demand from the *Employer* up to the maximum guaranteed sum of

(say)

R _____

in respect of amounts due by the *Contractor* to the *Employer* for whatever reason in terms of the contract between the *Employer* and the *Contractor* in respect of the *works*. The following further terms shall apply:

- 1 The Guarantor's liability shall be limited to the diminishing amounts of the guaranteed sum as set out below:

	Guarantor's Liability	Period of Liability
1.1	Maximum guaranteed sum: R _____	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds R _____
1.2	Reducing to the guaranteed sum of: R _____	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated in 1.1 above and until the date of Completion of the whole of the <i>works</i>
1.3	Reducing to the guaranteed sum of R _____	From the day after the date of Completion of the whole of the <i>works</i> and until the date of issue of the last Defects Certificate.
1.4	Reducing to the guaranteed sum of: R _____	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.

- 1.5 Thereafter this demand guarantee shall lapse.
- 2 The terms *Employer*, *Contractor*, *works*, Price for Work Done to Date, Completion, Defects Certificate and Party have the meaning given to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
- 3 The *Employer* shall have the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing, any compromise, extension of the Completion Date, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this demand guarantee.
- 4 The Guarantor chooses domicilium citandi et executandi for all purposes in connection herewith at the address appearing above.
- 5 This Reducing Value Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.
- 6 The *Employer* returns this Guarantee to the Guarantor when it has lapsed in terms of clause 1 above or on payment in full thereof whichever is the earlier.

Signed at _____ on this _____ day of _____ 20____

Guarantor: _____

Representative	Representative
_____	_____

Name (printed)	Name (printed)
_____	_____

Capacity

Capacity

As Witness

As Witness

Guarantor's
stamp or seal

XHARIEP DISTRICT MUNICIPALITY

Tender No. xdm-elec 2023/24

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR VARIOUS
ELECTRIFICATION AND BULK STRENGTHENING PROJECTS IN XHARIEP DISTRICT
MUNICIPALITY.**

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.
- 3 Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Project Manager is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, **and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications**, all set out which ancillary or associated activities are included in the rates for the specified operations
- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste. The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the C.2.2 Schedule of quantities.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the project specifications. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 8 Provisional Sums in the schedule of quantities shall be utilised at the discretion of the Project Manager. In addition, provisional sums may be omitted entirely by the Project Manager if so required.
- 9 Those parts of the works to be constructed using labour-intensive methods **have been marked in the schedule 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.
- 10 Where minimum labour intensity is specified by the design the contractor is expected to use his/her initiative to identify additional activities that can be done labour intensively in order to comply with the set minimum labour intensity target.
- 11 . Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 12 For the purposes of this 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 Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work

Amount : The quantity of an item multiplied by the tendered rate of the (same) item

Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 13 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
Sum	=	Sum

PC Sum = Prime Cost Sum

Prov Sum = Provisional Sum

C2.2 SCHEDULE OF QUANTITIES

The Bill of Quantities is structured as outline below. Where there is gaps and omissions in specifications and/or BOQ the applicable Standard shall apply.

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.

The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer are expected within one calendar month from the date of appointment. They will be approved by Xhariep District Municipality in collaboration with Mohokare Local Municipality and the assigned MISA project engineer and will be required to facilitate implementation of the tendered Schedule of Quantities below.

No	Description	Unit	Qty	Unit Price	Total
1	Preliminary and General Costs				
1.1	Fixed charge preliminary & generals: to include contract works insurance, public liability insurances, contractual securities and compliance to all legislative and regulations applicable to construction works of this nature. Amount also to cover site establishment, ablution, contractor's offices, storage, site security facilities, communication and all other relevant arrangements. Site de-establishment and cleaning of site after works completion also to be included	sum	1		
1.2	Preliminary & Generals relating to time-related items for 6 - 12 months of the contract duration, to include Cost to for Employment of CLO for the duration of the Contract (R5, 000 pm plus R500 pm cell phone allowance) & Payment of PSC members for attendance of meetings for the duration of the contract (5 No members at R200 per member per meeting), and any other required time-related costs the due completion of the works.	Sum	1		
2	Electrification / Bulk Preliminary and Final Design Work and Study				

No	Description	Unit	Qty	Unit Price	Total
2.1	Electrification and bulk Investigations- Provide all design documentation, precise bill of quantities, equipment and instruments for the electrification of dwellings and bulk strengthening as stated in the scope of work (design for each scope will be required for each town such as Smithfield, Rouxville and Zastron).	Sum			
3	Bulk Electricity Infrastructure Strengthening				
3.1	Construction of medium voltage (MV) lines and Upgrades of Substation Buildings and 11kV Switchgear as per description in the scope of works. (Note: A Separate BoQ, itemising and quantifying items provided under this Sum shall be issued before construction is commenced with and shall form the final basis for payment for each town)	Sum	1		
4	Construction of Medium Voltage (MV) Electricity Infrastructure.				
3.1	Supply, install and commission all material required for the construction of medium voltage infrastructure for the purpose of electrification of dwelling in each town. (Note: A Separate BoQ, itemising and quantifying items provided under this Sum shall be issued before construction is commenced with and shall form the final basis for payment)	Sum	1		
4	Construction of Low Voltage (LV) Electricity Infrastructure.				

No	Description	Unit	Qty	Unit Price	Total
4.1	Supply, install and commission all material required for the construction of low voltage (LV) electricity infrastructure for the purpose of electrification of dwelling for each town. (Note: A Separate BoQ, itemising and quantifying items provided under this Sum shall be issued at a later stage and shall form the final basis for payment)	Sum	1		
5	Supply, Install and Commission Ready Made Boards and Split Meter Solution.				
5.1	Supply all material required for the installation and commissioning of readymade boards as well as split meters for all new connections in each town. (Note: A Separate BoQ, itemising and quantifying items provided under this Sum shall be issued at a later stage and shall form the final basis for payment)	Sum	1		
6	Energization of all New Connections				
6.1	Supply all material and labour required for the termination, installation and energisation all new connections in each town. (Note: A Separate BoQ, itemising and quantifying items provided under this Sum shall be issued at a later stage and shall form the final basis for payment)	Sum	1		
7	Professional Engineering Fees & Disbursements				
7.1	All engineering fees involved for the entire Supply and Construction scope of work for	Sum	1		

No	Description	Unit	Qty	Unit Price	Total
	Electrification and Bulk Infrastructure (broken down per town and per activity).				
8.	Other Costs				
8.1	10% of the total project cost contingency provision for the entire scope of work (broken down per town and per activity).	Sum	1		
8.2	Topographical Surveys and As-built Drawings (broken down per town and per activity).	Sum	1		
8.3	Geotechnical Investigation	Sum	1		
	SUB-TOTAL				
	15% VAT				
	TOTAL (To be carried to form of Tender)				

Signed

Date

.....

.....

Name

Position

.....

.....

Enterprise name

XHARIEP DISTRICT MUNICIPALITY

Tender No. xdm-elec 2023/24

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR VARIOUS
ELECTRIFICATION AND BULK STRENGTHENING PROJECTS IN XHARIEP DISTRICT
MUNICIPALITY.**

PART C3: SCOPE OF WORK

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PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS AND SERVICES

3.1.1 Employer's Objectives

Xhariep District Municipality's objective is to appoint a suitable and qualified electrical contractor to provide full turnkey services for design and construction of bulk electricity infrastructure as well as electrification of dwellings as stated below within the Xhariep District Municipality:

- Smithfield: Electrification of 300 Dwellings (Phase 1).
- Smithfield: 1.3km 11kV cable upgrade/installation between Main Substation and Hotel Substation.
- Smithfield: Upgrades on Main Substation Building and Switchgear.
- Zastron: Electrification of 200 Dwellings (Phase 3).
- Zastron: 1.5 km of 11 kV Cable between Main Substation and Hospital Substation.
- Rouxville: Electrification of 115 Dwellings (Phase 4).
- Rouxville: 1.3 km of Overhead line in Rouxville (Role le ya Thunya)

Ultimately the objective is to appoint a suitably experienced electrical engineering contractor on a 'design and construct' basis to implement the specified engineering proposal. The design proposal as indicated in the Scope of Works, is to be used as a basis for quotation. The contractor will also be responsible to enlist the services of a professional engineer or technologist who will in his professional capacity be liable for the detail design development, documentation, contract administration and close-out report required on the project.

3.1.2 Background

The Xhariep District Municipality is a Category C municipality situated in the southern part of the Free State. It is bordered by the Mangaung Metro to the north, Eastern Cape to the south, Lesotho to the east, and Northern Cape to the west. It is the largest district in the province, making up just more than a third of its geographical area. It is comprised of three local municipalities: Letsemeng, Kopanong and Mohokare, which include 21 towns. Its administrative headquarters are in Trompsburg, which lies 125km south of Bloemfontein.

In this project Xhariep District Municipality has been tasked by the Department of Mineral Resources and Energy (DMRE) to be an implementing agent of the Integrated National Electrification Program (INEP) on behalf of Mohokare Local Municipality. In this regard a council resolution and a memorandum of understanding (MOA) between the district and the local municipality is in place. Mohokare Local Municipality holds an Electricity Distribution License in terms of the Electricity Regulation Act, No: 4 of 2006.

Cenltec, a Mangaung Electricity Entity is an electricity services provider to Mohokare Local Municipality for day to day operations and maintenance of electricity infrastructure. The Municipality

C3.2 GENERAL REQUIREMENTS

3.2.1 Management requirements

- a) The Appointed Contractor will work strictly under the management of a Project Management Team (PMT) led by Xhariep District Municipality and MISA.
- b) The Contractor shall in providing the Works observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.
- c) The Contractor shall, where design services are required, manage the implementation of packages from stage 3 and onwards in accordance with the provisions of the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management.

3.2.2 Construction requirements

The Contractor shall only incorporate in the works materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

- a) Fit for their intended purpose; and
- b) Capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

3.2.3 Design requirements

The Subcontractor appointed by the Contractor to provide design services shall:

- a) Observe in the provision of the services all relevant statutes, by-laws and associated regulations, the provisions of National Treasury's Standard for Infrastructure Procurement and Delivery Management, standards of professional conduct and industry norms established in relevant

South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations; and

- b) Provide the services in accordance with the relevant 'Guideline Scope of Services' as per the *Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)* as a project leader, lead designer, designer, cost consultant and supervising agent.

C3.3 MANAGEMENT

3.3.1 General

The Contractor shall:

- a) Provide a fortnightly progress report covering the Scope or Works.
- b) Be required to participate in regular progress meetings with the client and other stakeholders.

3.3.2 Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the Xhariep District Municipality's Occupational Health and Safety Specification for Construction Works Contracts.

3.3.3 Completion strategy

- a) The Contractor shall develop a completion strategy to minimise the correction of defects after Completion and to achieve Completion on or before the Completion Date. Such a strategy shall include a systematic approach to ensuring that employees and subcontractors search for defects as the work progresses, programme their work in such a manner that defects are corrected ahead of Completion and sufficient time is allowed for commissioning.
- b) The completion strategy should be framed around the systematic acceptance and / or testing of materials, plant, workmanship and subsystems as the works proceed in order to address issues ahead of completion and the allocation of tasks to ensure satisfactory completion.

3.3.4 Programme

The additional information to be shown on the programme are the dates for submission of end of stage deliverables associated with the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management.

3.3.5 Procurement: Promotion of secondary (developmental) procurement objectives

- a) The Contractor shall achieve in the execution of a Package Order key performance indicators which promote a range of secondary procurement objectives including those relating to local economic development, Broad-Based Black Economic Empowerment and local labour.
- b) The Contractor shall provide in a format acceptable to the Project Manager monthly data which facilitates the reporting on key performance indicators relating to secondary procurement objectives to a wide range of stakeholders.

3.3.6 Reporting

The Contractor shall report on the socio-economic indicators such as jobs created and employment of local labour specified in a Package Order.

3.3.7 Communications

All communications with the Employer which are made in terms of the contract should be made using the standard templates provided by Xhariep District Municipality.

3.3.9 Invoices

- a) Invoices submitted shall be a Tax invoices. The invoice shall comply with requirements, if any, established by the Employer.
- b) Detailed payment certificates, clearly indicating progress on payment items shall be submitted to MISA for approval before any invoice shall be issued. Separate payment certificates shall be submitted for the engineering and construction deliverables. Payment will be according to actual verified progress.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF XHARIEP DISTRICT MUNICIPALITY

BID NUMBER: XDM-ELEC 23/24**CLOSING DATE** 30 OCTOBER 2023 **CLOSING TIME:** 12:00 pm

The successful bidder will be required to fill in and sign a written Contract Form.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

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

NAME OF
BIDDER.....

POSTAL
ADDRESS.....

STREET ADDRESS
.....

TELEPHONE/CELL NUMBER

CODE.....NUMBER.....
.....

FACSIMILE NUMBER

CODE .NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED/TAX COMPLIANCE
STATUS PIN? (MBD 2)

YES/NO

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

YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

☐

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

A REGISTERED AUDITOR

☐ (Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO
QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

YES/NO

(IF YES ENCLOSE PROOF)

.....
SIGNATURE

.....
NAME OF THE BIDDER

.....

DATE

.....

UNDER WHICH CAPACITY

TOTAL BID PRICE

TOTAL NUMBER OF ITEMS OFFERED.....

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that

Satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001

“Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax

Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....		Bid Number.....	
Closing Time		Closing Date	

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:		
-	At:		
-	Brand and Model		
-	Country of Origin		
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		

*Delivery: Firm/Not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination

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, shareholder²):.....

3.4 Company Registration Number:.....

3.5 Tax Reference
Number:.....

3.6 VAT Registration Number:

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

¹MSCM Regulations: “in the service of the state” means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or

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

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

3.9 Have you been in the service of the state for the past twelve months?**YES / NO**

3.9.1 If yes, furnish particulars.....

- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.10.1 If yes, furnish particulars.
.....
- 3.11 Are you, aware of any relationship (family, friend, other) between 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:.....

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

Full Name	Identity Number	State Employee Number

.....
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:

- 1 Are you by law required to prepare annual financial statements for auditing?
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. ***YES / NO**
-
-
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
- 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

***YES / NO**

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?

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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.

POINTS ALLOCATION FOR SPECIFIC GOALS (LOCALITY AND B-BBEE WILL BE AS FOLLOWS:

No	Element	Maximum Points	Means of Verification
1	Locality	10	CSD, Proof of residence or letter from the Municipality
2	BBB-EE	10	BBB-EE Certificate (SANAS) or sworn affidavit
	Total Points	20	

- To claim points on specific goal, the service providers should attach the relevant supporting documents.
- The points claimed should match the appropriate row within each of the specific goals claimed.
- The level of points is shown in **Table 1** below.

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.)

No	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)	
----	---	--	--

No	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)	
1	<i>Locality (Indicate points claimed on only one applicable space).</i>	<i>(Maximum claimable)</i>	Please select ONLY one
	Within the boundaries of Xhariep	10	
	Or outside the boundaries of Xhariep but within Free State	6	
	Or outside the boundaries of Free State but within the RSA	4	
	Maximum points	10	
2	<i>BBB-EE allocation, indicate points claimed depending on BBBEE status contributor level points stated below</i>		
	Level 1	10	
	Level 2	9	
	Level 3	7	
	Level 4	6	
	Level 5	4	
	Level 6	3	
	Level 7	2	
	Level 8	1	
	Non-compliant contributor	0	
	Maximum points	10	
3	Total of specific goal 1 and goal 2	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX

4.6. I, the undersigned, who is duly 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:

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:		
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:		
Item	Question	Yes	No
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. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;

- (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder