

**GREATER TZANEEN MUNICIPALITY**



**SUPPLY CHAIN MANAGEMENT UNIT**

**BID DESCRIPTION: APPOINTMENT OF POOL OF CONTRACTORS FOR  
ELECTRICAL ENGINEERING SERVICES**

**BID NO:**                    **SCMU 28/2020**

**NAME OF THE BIDDER:** .....

.....

**CLOSING DATE:**        **17 SEPTEMBER 2021 @ 12H00**

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PART A: MBD1  
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MASEPALA WA TZANEEN



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**SUPPLY CHAIN MANAGEMENT UNIT**  
**DEPARTMENT: ELECTRICAL ENGINEERING SERVICES**

**BID DESCRIPTION: APPOINTMENT OF POOL OF CONTRACTORS FOR ELECTRICAL ENGINEERING SERVICES**

**BID NO: SCMU 28/2020**

Bids are hereby invited from interested service provider with CIDB grading of all EP or EB for appointment of pool of contractors for electrical engineering services. No bid document will be sold at the municipality. Bid documents are obtainable on the municipal website only: [www.greatertzaneen.gov.za](http://www.greatertzaneen.gov.za)

**Interested bidders must attach proof of the following documents to avoid disqualification:**

Original or certified copy of valid BBBEE Certificate or Sworn Affidavit of BBBEE status level; Copy of company registration certificate/ documents from CIPC; Certified ID copies of all director; Copy/ printed Tax compliance status Pin or certificate; Copy of current municipal account (not older than 3 months) or copy of Lease Agreement and proof of payment for lease not older than 3 months ; Certified copies of Permission to Occupy (PTO's) land for bidders residing in Tribal Authority's areas of jurisdiction; CSD registration summary report (ideally not older than 3 months); Joint Venture Agreement (In case of a Joint Venture); all MBD forms be completed in full; Company experience: Attach at least one appointment letter of previous similar work done per specification item; CV and qualifications of key personnel per specification item; e-natis report as proof of ownership of required plant per specification item [only for vehicles] (Refer to specification items on pages 55 to 59 [item a-t]) of the bid document; initial every page of the bid document.

**Bidders must sanitise/ wear gloves when preparing their bid document.** Completed bid documents with attachments (supporting documents) must be wrapped in a sealed envelope and be deposited into Greater Tzaneen Municipality bid box, Civic Centre, Agatha Street, marked as Bid No: **SCMU 28/2020, Postal Address and contact details of the bidder.**

**Bid document will be available** only at [www.greatertzaneen.gov.za](http://www.greatertzaneen.gov.za) **on the date of advert.**

Closing date: 17 September 2021 @ 12:00. Bidders must note that briefing session and public bid opening will not take place due to Covid-19 Regulations.

## **EVALUATION OF BIDS**

**N.B:** only bidders who meet the requirements will be listed in a pool of electrical contractors for a period of 3 years.

### **Bidders shall take note of the following bid conditions:**

- a) Greater Tzaneen Municipality Supply Chain Management Policy will apply on this bid;
- b) Broad Based Black Economic Empowerment (B-BBEE) Act will apply on this bid;
- c) Greater Tzaneen Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid;
- d) Council reserves the right to negotiate further conditions with the successful bidder;
- e) Council reserves the right not to appoint;
- f) Bidders must submit qualifications that are related to the services that they offer (as ticked in the specification)
- g) Bidders must tick in the specification which services are they providing.
- h) No bidder will be appointed if not registered on Central Supplier Database;
- i) Contract period of this bid is 36 months (3 years).
- j) Council have the right to appoint more than one bidder;
- k) Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

**Technical enquiries should be directed to Mr. B. Sengwayo @ 015 307 8161/ 078 677 6293**  
**Administrative enquiries must be directed to Ms. M. Mpyana @ 015 307 8091**

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Mr. H.A. Nkuna  
Acting Municipal Manager  
Greater Tzaneen Municipality

**PART B.1**  
**Form of bid**

**Bid for contract number: SCMU 28/2020**

I/We, the undersigned:

**Bid for an amount ..... % (vat inclusive) and;**

- a) Bid to supply and deliver to the Greater Tzaneen Municipality all or any of the supplies of goods described in both Specification and Scheduled of this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out should this bid be accepted in whole or in part.
- d) Confirm that this bid may only be accepted by the Greater Tzaneen Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that we are fully acquainted with the Preferential Procurement Forms and Schedules, and the contents thereof and that we have signed the Schedule of Prices – PART “F” and completed the Preference Points claim Forms attached in Part I, J, K, L and M; N; O”
- f) Declare that, the relevant authorised person thereto will initial each page of the bid document and amendment.
- g) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- h) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed at .....this ..... Day of .....20.....

\_\_\_\_\_

**Signature**

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**As Witness:**

1. Name \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_\_\_ Signature: \_\_\_\_\_

2. Name \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_\_\_ Signature: \_\_\_\_\_

**State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing**

**does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.**

I/We the undersigned am/are authorized to enter into this contract on behalf of:

\_\_\_\_\_

By virtue of \_\_\_\_\_

Dated \_\_\_\_\_ a certified copy of which is attached to this bid.

Signature of authorized person: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

As witness:

1. Name: \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_ Signature: \_\_\_\_\_

Please Note: The prices at which bids are prepared to supply the goods and materials or perform the services must be placed in the column on the form provided for that purpose.

**Failure to sign the form of bid and initialling each page of the bid document will result in disqualification of the bidder.**

Bidders must sign this Form of Bid as well as PART "F," attached to this bid document and on acceptance of a bid by the Greater Tzaneen Municipality the Conditions of Contracts, Special Conditions, Specifications and Scheduled of prices, attached hereto shall be deemed to be the conditions of Contract between the parties. Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will render the bid liable to rejection.

**Bank account details of Bidder:**

**Bank:** \_\_\_\_\_

**Branch:** \_\_\_\_\_

**Branch Code:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

**Type of Account:** \_\_\_\_\_

**Proof that municipal account is paid in full to be attached (arrangements made with council will be taken into consideration).**

**Part B. 2**  
**Bidding Information**

Details of person responsible for bidding process

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

Contact number: \_\_\_\_\_

Address of office submitting bid: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax no: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Authority for signatory**

Signatories for close corporation and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“By resolution of the board of director(s) passed on \_\_\_\_/\_\_\_\_/20\_\_\_\_

Mr/ Mrs. \_\_\_\_\_

Has been duly authorized to sign all documents in connection with the bid for

Contract \_\_\_\_\_ **No** \_\_\_\_\_

And any contract, which may arise there from on behalf of

---

Signed on behalf of the company: \_\_\_\_\_

In his capacity as: \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of signatory

As witness:

1. **Name** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_ **Signature:** \_\_\_\_\_

2. **Name** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_ **Signature:** \_\_\_\_\_

## Part C

### General undertakings by the bidder

#### 1.1 Definitions

- 1.1.1 **“Acceptable bid”** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.
- 1.1.2 **“Chairperson”** means the chairperson of the Greater Tzaneen Municipality Bid Adjudication Committee.
- 1.1.3 **“Municipal Manager”** means the Accounting Officer or Municipal Manager of the Municipality.
- 1.1.4 **“Committee”** refers to the Bid Adjudication Committee.
- 1.1.5 **“Council”** refers to Greater Tzaneen Municipality.
- 1.1.6 **“Equity Ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 **“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.
- 1.1.8 **“Member”** means a member of the Bid Adjudication Committee.
- 1.1.9 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen-
- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1983 and 1993 Constitutions; and/or
  - (ii) Who is a female; and/ or
  - (iii) Who has a disability?
- 1.1.10 **Service providers”** refers to the bidders who have been successful in being awarded Council contracts.
- 1.1.11 **SMMEs”** (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
- 1.1.12 **Contract”** refers to legally binding agreement between Greater Tzaneen Municipality and the service provider.
- 1.1.13 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.



- 1.1.14 **“Contractor”** means any natural or legal person whose bid has been accepted by the Council.
- 1.1.15 **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.
- 1.1.16 **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted bid or price quotation.
- 1.1.17 **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.
- 1.1.18 **“Functionality”** means technical capability, financial and other resource availability that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

## **1.2 INTERPRETATION:**

- 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -
- 1.2.2 An expression which denotes: -
- 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.;
- 1.2.4 When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

## **1.3 I/we hereby Bid:**

- 1.3.1 To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Greater Tzaneen Municipality.
- 1.3.2 On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
- 1.3.3 At the prices and on the terms regarding time for delivery and/or execution inserted therein.

### **2.1 I/we agree further that:**

The offer herein shall remain binding upon me/us and open for acceptance by the Greater Tzaneen Municipality during the validity period indicated and calculated from the closing time of the bid. This

bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted. notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

- 2.1.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Greater Tzaneen Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Municipality;
- 2.1.2 In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;
- 2.1.3 The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
- 2.1.4 Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.
- 2.1.5 Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Greater Tzaneen Municipality legal costs on an attorney and own client;
- 2.1.6 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us. The law of the Republic of South Africa shall govern the contract created by the acceptance to this bid.
- 2.1.7 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk
- 2.1.8 I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract. I/we declare that I/we have

participation/no participation in the submission of any other bid for the supplies/services described in the attached documents.

If your answer here is yes, please state the names(s) of the other Bid(s) involved.....

**PART D: GENERAL CONDITIONS OF CONTRACT**

**GENERAL CONDITIONS OF CONTRACT**

**THE NATIONAL TREASURY**

**REPUBLIC OF SOUTH AFRICA**

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**Government Procurement: Greater Tzaneen Municipality**

**General Conditions of Contract July 2010**

The purpose of this document is to:

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

## **TABLE OF CLAUSES**

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

## 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.

- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. APPLICATION**

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

## **3. GENERAL**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. STANDARDS**

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

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause
  - 5.2.1 Except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause
  - 5.3.1 Shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. PATENT RIGHTS**

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



## **7. PERFORMANCE SECURITY**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations

## **8. INSPECTIONS, TESTS AND ANALYSES**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost

and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. PACKING**

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

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

## **10. DELIVERY AND DOCUMENTS**

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

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

### **13. INCIDENTAL SERVICES**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

### **14. SPARE PARTS**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### **15. WARRANTY**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier,

that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. PAYMENT**

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

## **17. PRICES**

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

## **18. CONTRACT AMENDMENTS**

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

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTS**

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

## **21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 Without the application of penalties.

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

## **22. PENALTIES**

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

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

### **23. TERMINATION FOR DEFAULT**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier?
- 23.5 Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
  - (ii) The date of commencement of the restriction

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

## **25. FORCE MAJEURE**

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. TERMINATION FOR INSOLVENCY**

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

## **27. SETTLEMENT OF DISPUTES**

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

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

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

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

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

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

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

## **28. LIMITATION OF LIABILITY**

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

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

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



## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

## **31. NOTICES**

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

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

## **32. TAXES AND DUTIES**

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

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

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

## **33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME**

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

## **34. PROHIBITION OF RESTRICTIVE PRACTICES**

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

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

## **PART E**

### **GENERAL PROCEDURES**

#### **1. General Directives**

1. The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
2. Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
3. Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
5. Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
6. All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
7. The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

#### **2. Process for competitive bidding**

Following are procedures for a competitive bidding process for each of the following stages:

##### **2.1 Compilation of bidding documentation**

- (a) Take into account –
- The general conditions of contract;
  - Any Treasury guidelines on bid documentation; and
  - The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.
- (b) Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.

- (c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as MBD 4
- (d) Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included):
- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement –
    - \* For the past three years; or
    - \* Since their establishment if establishment during the past three years
  - A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payments is overdue for more than 30 days
  - Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
  - A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic
- (e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

## **2.2 Issuing of bid documents**

On the date that the advertisement appears in the Municipality's Bid Bulletin, and or media, prospective bidders may request copies of the bid documentation.

The Supply Chain Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any Bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid.

No line function staff should be allowed to communicate with potential bidders without the approval by the Chief Financial Officer: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time. The decision to extend the closing date or time rests with the Chief Financial Officer: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

#### **2.4 Public Invitation for competitive bids**

The following are procedures for the invitation of competitive bids:

- (i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and
- (ii) Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

- (iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days' requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process

- (iv) Bids submitted must be sealed.

- (v) The following information must appear in any advertisement:

- \* Bid number,
- \* Description of the requirements
- \* Closing date and time;
- \* The name and telephone numbers of the contact person for any enquiries.

#### **2.5 Inspection on loco**

A fully explanatory site inspection will be conducted.

#### **2.6 Handling of bids submitted in response to public invitation**

- (a) Closing of bids

All bids will close at **12H00** on a date as stipulated on the advertisement, which must be reflected in the bid document. Bids are late if they are received at the address indicated in the bid documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by an explanation.

(b) **Opening of bids**

Bids are opened in public as soon as possible after the closure in the presence of the Senior Supply Chain Officer: Supply Chain Management or his/her delegate. The official opening the bids should in each case read out the name of the bidder and the amount of the bid. The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

**2.7 Validity of the bids**

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

**2.8 Consideration of bids**

The Council takes all bids duly admitted into consideration.

- The Council reserves the right to accept the lowest or any bid received
- The decision by the Municipality regarding the awarding of a contract must be final and binding

**2.9 Evaluation of bids**

The following are criteria against which all bids responses will be evaluated:

i) **Compliance with bid conditions**

- Bid submitted on time
- Bid forms signed and each page initialled
- All essential information provided
- Certified ID copies
- Proof of work experience (attach CV)
- Original or certified copy of B-BBEE Certificate
- Submission of an original Tax Clearance Certificate, MBD 2
- Submission of Company Registration Certificate

- Submission of a Joint Venture Agreement, properly signed by all parties
  - Payment of Municipal Fees
- (ii) Meeting technical specifications and comply with bid conditions;
- (iii) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives, points scored for price and / or points scored for functionality if applicable.

## 2.10 Evaluation of bids on functionality and price

- (i) Greater Tzaneen Municipality must in the bid documents indicate if, in respect of a particular bid invitation that bids will be evaluated on functionality and price.
- (ii) The total combined points allowed for functionality and price may, in respect of bids with an estimated Rand value above R1, 000,000.00, not exceed 90 points.
- (iii) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder
- (iv) The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further adjudication.
- (v) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated in sub-regulation (v) above, must, subject to the application of the evaluation system for functionality and price contemplated in this regulation, be established separately and be calculated in accordance with the provisions of regulations c and d.
- (vii) The number of points scored for achieving Government's Broad-Based Black Economic
- (vi) Empowerment Objectives must be calculated separately and must be added to the points
- (viii) Scored for functionality and price.
- (ix) Only bid with the highest number of points be selected.

## 2.11 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form. Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes. A register or records should be kept of all bids accepted

## 2.12 Publication of bid information

The particulars of the successful bidders should be published in the Municipality's Bid Bulletin as well as the website

### 2.13 Cancellation and re-invitation of bids

- (i) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 million, the bid invitation must be cancelled.
  - (ii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 million, the bid must be cancelled.
  - (iii) In the event that the Municipality has cancelled a bid invitation as contemplated in sub regulations (i) and (ii) must re-invite bids and, must, in the bid documents stipulate the correct preference point system to be applied.
- (a) A bid may be cancelled before award if:
- Due to changed circumstances, there is no longer a need for the goods, works or services offered, or
  - Funds are no longer available to cover the total envisaged expenditure, or
  - No acceptable bids were received





**PART F**  
**GREATER TZANEEN MUNICIPALITY**  
**GROTER TZANEEN MUNISIPALITEIT**  
**MASIPALA WA TZANEEN**  
**MASEPALA TZANEEN**



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**DETAILED SPECIFICATION**

**1. GENERAL INFORMATION TO BIDDERS**

**1.1 BACKGROUND INFORMATION**

- 1.1.1 Greater Tzaneen Municipality (GTM) is a licensed distributor in terms of the Electricity Regulation Act No. 4 of 2006.
- 1.1.2 The municipality is one of the largest non-Eskom distributors (in terms of the distribution area size) in the country.
- 1.1.3 The municipality currently distributes electricity to an area which is approximately 3,500 km<sup>2</sup>.
- 1.1.4 Electricity is currently being distributed to areas including Letaba Ranch, Waterbok, Eiland, Gravelotte, Letsitele, Letaba, Deerpark, Tzaneen, Pusela, Grys Appel, Georges Valley, Politsi, Makgobaskloof, Haenertsburg and the farming areas in between and surrounding these areas.
- 1.1.5 Distribution in all the farming areas outside towns is through wooden overhead power lines.
- 1.1.6 The bulk of end-consumer points is through 11000/240 V, 11000/400 V and 33000/400 transformers.

**1.2. NATURE AND SIZE OF WORK**

- 1.2.1 The work entails provision of electrical contracting services on an as-and-when needed basis.
- 1.2.2 The services required shall include the following fields in electrical contracting services:
  - a) Electrification of households.
  - b) Building Services Maintenance and Installations.
  - c) Electrical substation work. Primary and Secondary Plant
  - d) Maintenance of Substations & Switchgear.
  - e) Specialized Maintenance (Power transformers 1MVA & above, On load tap changers & diverters, Bushings, Oil filtering
  - f) Rebuilding and Refurbishment of Overhead Power Lines and Related Equipment.
  - g) Rewinding and Maintenance of Electrical Machinery and Related Equipment.
  - h) Digging of Holes and Trenches for Electrical Services.

- i) Provision and Rental of Standby Generators.
  - j) Supply and Installations of New Electrical Connections and Upgrading of Existing Connections.
  - k) Supply, Installation and Maintenance of Traffic Lights.
  - l) Supply and Installation of Metering (Including Pre-Paid Metering).
  - m) Supply, Installation and Maintenance of Medium Voltage Cable Networks. Includes excavation and construction of platforms for Miniature substation, Ring main units, ground mounted distribution transformers, Metering units.
  - n) Energy Efficiency and Demand Side Management.
  - o) Supply, Installation and Maintenance of Streetlights.
  - p) Condition Based Maintenance of Electrical Apparatus.
  - q) Vegetation Control on Overhead Power Lines. Includes the pruning, removing of trees, shrubs and grass encroaching clearances, maintenance of line servitudes and creating of access.
  - r) Substation Fencing (Wiremesh & Steel Palisade).
  - s) Air-conditioning Maintenance.
  - t) Management of Oil spillage and cleaning
- 1.2.3 The above list is not exhaustive and contractors may provide more contracting fields within their capabilities and expertise.
- 1.2.4 For each on-call service request, the contractor and Greater Tzaneen Municipality will agree upon the scope and cost for the required work or project.
- 1.2.5 Emergency work will also be provided in terms of the prevailing rates determined by the Greater Tzaneen Municipality and agreed between parties.

### **1.3 COMMUNICATION AND LIAISON**

- 1.3.1 A representative from the Municipality will be appointed to supply any necessary information on each required contracted services.
- 1.3.2 The Council representative will act as the liaison officer between the Municipality and the successful bidder and he/she will also undertake the necessary inspections and perform any measurements of work done to verify payment claims by the contractor.
- 1.3.3 The Contractor must only proceed with any contracting services upon receipt of the municipality's "Notice to Proceed".

- 1.3.4 The Contractor is also required to maintain efficient communication between himself and all parties concerned.
- 1.3.5 The Contractor's key personnel and director/s should be available to the Greater Tzaneen Municipality within reasonable short notice if requested to do so.

## **2. TECHNICAL SPECIFICATIONS**

### **2.1 GENERAL**

- 2.1.1 This specification governs the responsibility for the designs, the materials of construction, the method of application, as well as the scope of work for the implementation of the services.
- 2.1.2 The contractor, being an expert in the electrical field will accurately evaluate the needs of the request for proposal and will submit sufficient evidence supporting the proposal.
- 2.1.3 Should there be any discrepancies, ambiguity, omissions, internal contradiction, or any feature that is unclear or that appears discriminatory or restrictive in the information supplied, the contractor will immediately inform the Manager Planning at Operations at 015 307 8161, who will then endeavour to rectify the situation and will inform the Supply Chain Management Unit to ensure that comparable bids are received. Such information should reach the municipality within reasonable time before the closing date for the proposals.
- 2.1.4 Claims for extra work payments as a result of omissions in the request for proposals by the successful contractor will not be entertained.

### **2.2 QUERIES AND CONTRACTUAL DEVIATIONS**

- 2.2.1 All services under this contract must be done in accordance with applicable legislation and/or recognised policies, standards and procedures.
- 2.2.2 All queries as well as the authority for any deviations from these technical specifications shall be directed to the Manager Planning at Operations at 015 307 8161
- 2.2.3 Any work outside the scope of this technical specifications, carried out without the express instructions of the above or his authorised representative, will not be paid for under the terms of this contract and will be for the account of the contractor.

### **2.3 CONSTRUCTION PROGRAM**

When appointed for a specific service the Contractor will be required to develop and maintain for the full duration of the contract, a works programme whose purpose will be to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the tender or in the time extended by the Municipality in writing. The Contractor shall take all aspects regarding the conditions on site, access,

transportation, restricted working space, the availability of material, machines and labour into account during the tender stage and the compiling of a construction programme. The Contractor is to submit his programme of works to the Municipality not later than 14 days after the Contractor has been provided with an order. The programme is subject to the Municipality's approval and remains so for the duration of the contract. Should it be required, the Municipality may instruct the Contractor to adjust his programme accordingly to suit other activities. The programme submitted by the contractor shall make provision for forecasted quantities of work to be performed each week, together with plant used and cash flow for each activity. Should the abovementioned programme fall behind schedule, or the sequence of operations is altered, or if the programme is deviated from in any other way, the contractor shall, within two days after being notified by the Municipality, submit a revised programme.

Should the programme require to be revised due to the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time to ensure completion of the Works within the time for completion as defined in the General Conditions of Contract or within any granted extension of time. Any proposal to increase the tempo of work must be accompanied by providing more labour and plant on Site, or by using the available labour and plant in a more efficient manner. Failure on the part of the Contractor to submit the agreed deliverables according to the programme or revised programmes shall be sufficient reason for the Municipality to take steps as provided for in the General Conditions of Contract.

The approval by the Municipality of any programme shall have no contractual bearing apart from the requirement that the Contractor undertakes to carry out the work in accordance with the programme to the satisfaction of the Municipality. It shall not limit the right of the Municipality to instruct the Contractor to vary the programme should circumstances make this necessary.

## **2.4 Inspections and Tests**

During manufacture and prior to dispatch of some equipment, the Municipality will inspect all Manufacturer's works. Tests specified by the Contractor must be conducted in the presence of the Municipality, as may deemed necessary by the Municipality to ensure good quality workmanship. All tests performed shall be at the expense of the Manufacturer. Not less than ten (10) working days' notice in writing shall be given to the Municipality detailing when the equipment will be ready for inspection and tests. Unless the Municipality shall otherwise direct, no equipment shall be delivered unless the Municipality has issued to the Contractor, in respect of such equipment, a certificate in the form of a release note certifying that the equipment has passed the tests required and are therefore released for delivery.

## **2.5 Compliance with Regulations**

All equipment including temporary works and construction equipment must comply with the requirements of the Machinery and Occupational Safety act, 1983 and any other specific requirements detailed in this document. When appointed for a specific service the rates will include the cost of compliance with all the regulations and for any additional works or alterations that may be instructed or become necessary for full compliance.

## **2.6 Quality of Materials and Equipment**

All material and equipment shall conform in respect of quality, manufacture, tests and performance, with the requirements of the South African Bureau of Standards or where no such standards exist, with the relevant current Specification of the British Standards Institution.

All material and equipment shall be of high quality and suitable for the conditions on site. These conditions shall include weather conditions as well as conditions under which materials are installed, stored and used. Should the materials not be suitable for use under temporary site conditions then the Contractor shall at his own cost provide suitable protection until these unfavourable site conditions cease to exist. The Contractor shall, where requested to do so, submit samples of equipment and material to the Municipality for approval prior to installation. The Municipality may retain these samples until the contract is completed after which they will be returned.

The Contractor must have quality assurance systems in place in line with SANS 9001 or an alternative quality assurance system.

## **2.7 Guarantee and maintenance period**

All equipment shall be guaranteed against faulty design, materials and workmanship for a period of twelve (12) months from the date commissioning. During this period the Contractor shall rectify, at this own cost, any defect which can be attributed to faulty design, materials and workmanship. Normal wear and tear shall be excluded. For this to be valid the Contractor shall supply the normal expected life span of specific items that will fall under this category on commissioning. The fact that the Installation will be used by the Municipality during the guarantee period shall in no way exempt the Contractor from his responsibility under this clause.

The Contractor shall maintain all equipment provided in a good working order during the defects liability period. The defects liability period shall commence on the day following final completion.

## **2.8 Commissioning and Acceptance**

The Contractor shall be responsible to commission all equipment that he will have installed and demonstrate to the Municipality for its readiness for use. An agreed period of hand over/acceptance over a period of not less than 5 working days

will apply. During this period the installations will be thoroughly inspected, tested and operated under normal conditions to the satisfaction of the Municipality prior to the acceptance. The handover and testing period forms part of the overall works period and should be programmed as such. Costs incurred by the Municipality for all unsuccessful acceptance tests shall be borne by the Contractor. Only on successful completion of the handover inspection and testing period will a certificate of practical completion be issued and the guarantee period commences. The Contractor shall supply all manuals and 'As Built' details prior to receiving the certificate of practical completion and release of the appropriate portion of the retention monies.

## **2.9 FINAL COMPLETION**

This will be when all works in terms of the contract has been completed. A certificate of Completion will be issued following a satisfactory inspection by the Municipality and the Contractor.

## **2.10 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES**

### **2.10.1 Site Plan**

Based on the appointed service the contractor might be required to establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment.

### **2.10.2 Vegetation**

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation. Only trees and shrubs directly affected by the works, and such others as may be indicated by the Municipality in writing, may be felled or cleared.

### **2.10.3 Waste Management**

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner. (Solid Waste, Litter and Hazardous waste).

#### **2.10.4 Damage to Other Services**

The Contractor shall assume full responsibility in the event where he or any person in his service is directly or indirectly responsible for any damages caused to other services already installed (water, sewerage, storm water, roads, surveyors' pegs, etc.) Any such damage shall immediately be reported to the Municipality. The Contractor shall be held fully responsible for the repair of such damage to the satisfaction of the Municipality. The costs for the repair of such damage shall be borne by the Contractor. Claims by the Contractor in this connection will be not be considered. Should any portion of the works in terms of this contract, for which the Contractor is responsible, be damaged by other Contractors, the Contractor shall repair such damage at the tendered rate and shall submit full details of such damage to the Municipality so that he can recover such costs from the responsible party. This repair work may only be done on the written instruction from the Municipality. The contractor shall make provision for a full scan of the area to determine the position of services in the area.

#### **2.10.5 Clearing the site.**

During progress and upon completion of the Works and before acceptance and final payment is made, the Contractor at his own expense shall fill pits and clear the Works and all ground occupied by him in connection with the Works, of rubbish, excess materials, false work, temporary structure and equipment, and all parts of the Works shall be left in a neat, presentable condition. All excess materials, soil, rocks, etc., shall be continuously removed by the Contractor.

#### **2.10.6 Areas of Specific Importance.**

Any area such as Archaeological Sites and Graves or as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved environmental management plan.

### **2.11 OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)**

Contractors shall meet the health and safety requirements as stipulated in health and safety plan.

#### **Scope**

This Specification covers the health and safety aspects required of, and that shall be implemented during the construction and/or demolition work and/or plant installation, and/or Vegetation control specified on each project appointed for. Specification and Standard Specifications, will be shown on the drawings and/or scheduled in the Bill of Quantities that will be provided prior being appointed.

This specification does not replace, take precedence over nor detract from the Occupational Health and Safety Act or its Construction Regulations 2014. Nothing in this Specification shall relieve the Contractor of any obligations or responsibilities with regard to health and safety conditions and practices on site.

### **2.11.1 OHS File**

When appointed for specific services, the Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Contractor and the agreements between the parties and details work being done. When a safety file is required it will be specified in the Bill of Quantities, under P &G's.

The following documents must be kept in the OHS file:

- SHE Policy
- Notification of Construction Work (Construction Regulation 3.)
- Copy of OHS Act (updated) (General Administrative Regulation 4.)
- Copy of Construction Regulation 2014
- Written Agreement for Occupational Health and Safety (Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993)
- Proof of Registration and good standing with a COID Insurer (Construction Reg. 4 (g))
- Copy of health and safety plan (construction regulation 5 (1))
- OHS Programme agreed with Client including the underpinning Risk Assessment and
- Method Statements (Construction Regulation 5 (1))
- Baseline Risk Assessment and Monitoring, review Plan & Safe work Procedures.
- SHE induction Training
- List of Personnel On site, IDs & Competency Certificates
- Medical Surveillance
- Legal Appointment.
- Registers as follows:
  - Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
  - OHS Representatives Inspection Register
  - Excavations Inspection
  - Lifting Equipment
  - Demolition Inspections
  - Designer's Inspection of Structures Record



- Batch Plant Inspections
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Construction Vehicles & Mobile Plant Inspection
- Electrical Installation and Machinery Inspection
- Fire Equipment Inspection & Maintenance
- First Aid Management
- Covid-19 Management
- Emergency Preparedness & Evacuation Plan
- Hazardous Chemical Substances Lifting Tackle and Equipment Inspections
- Inspection of Cranes Inspection of Ladders Inspection of Vessels under Pressure
- Machinery Inspections
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections.
- Waste Management
- Environmental Management Plan
- Calibration Certificates of Equipment
- Facilities
- Records & Registers

The Health & Safety File must be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Contractor by any sub-contractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

## **2.12 LABOUR**

2.12.1 Work shall be carried out in a professional manner, by experienced and suitably qualified workforce.

2.12.2 Relevant provisions of the following labour legislation shall be applicable to this contract:

- a) The Labour Relations Act,
- b) The Basic Conditions of Employment Act,
- c) The Employment Equity Act
- d) The Occupational Health and Safety Act and Regulations.
- e) The Unemployment Insurance Act.
- f) The Compensation for Occupational Injuries and Diseases Act.
- g) Any other legislation governing the employment of persons which is relevant to the execution of tasks as requested by the municipality.

### 2.12.3 Local Labour

When appointed for specific service the contractor, must make maximum possible use of local labour which is presently unemployed in the area of Greater Tzaneen Municipality. All unskilled labour shall be from Greater Tzaneen Municipality area. Engagement of local labour shall be controlled in a formal manner through the municipality EPWP officer. It is furthermore expected that the EPWP officer will assist in the monitoring of labour goals.

### 2.12.4 Community Liaison and Community Relations

When dealing with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project. The Contractor shall at all times, keep the Municipality fully informed on all matters affecting the contractor and the community, and where there are community meetings relating to the project the contractor must be present at all times. All matters concerning the community shall be discussed and where possible, resolved at such meetings. Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Municipality. Where the Contractor is of the opinion that any instruction of the Municipality issued in terms of this clause will result in the incurring of additional costs which were not provided for in his Bill of Quantities rates and/or that a delay in the progress of the works will result, he shall be entitled to submit a claim in terms of Clause 48 of the conditions of contract, provided always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

## **2.13 PAYMENT INVOICES AND REPORTS**

2.13.1 Work progress reports as approved by the project manager must accompany all invoices to the municipality.

2.13.2 Invoices, claims and reports for work already performed (carried out) shall be submitted within reasonable time before the end of the month to enable the municipality's representative to verify the claim and effect payment at the end of the month.

2.13.3 The final contract sum for the completed contract shall be subject to the terms and conditions in the letter of appointment or notice to proceed. Where applicable, the contract amount shall be calculated from the actual measured work done priced against the unit rates as agreed in the letter of appointment and/or as negotiated before execution.

2.13.4 No upfront or advance payment claims for work not yet done will be entertained.

2.13.5 The GTM reserves the right to withhold payment for work not done to requirements and/or specifications.

2.13.6 The final payment schedule, including retention and/or guarantee (where applicable), shall be negotiated with the appointed contractor.

### **3. SCOPE OF SERVICES**

#### **3.1 THE OBJECTIVE**

The objective is to establish a pool of contractors to obtain electrical contracting services for the Greater Tzaneen Municipality on an as-needed basis for a maximum duration of three (3) years.

#### **3.2 SCOPE OF WORK**

3.2.1 Provide personnel and services on an on-call, as needed basis.

3.2.2 Provide a full range of contracting services as listed in the nature of work above, including emergency services 'as and when' required.

3.2.3 A contractor appointed on a project or task shall act as an agent of the municipality and manage the services that should be rendered.

3.2.4 A contractor appointed on a specific project shall be authorised to perform the services in terms of the applicable safety requirements.

3.2.5 Services for each contract will be provided on a negotiated basis, per work order.

3.2.6 No work is guaranteed under the agreement of being in a pool of contractors.

3.2.7 The municipality will select the contractor best qualified for the existing need based on the information submitted and the offer considered most advantageous to the municipality, price and other factors considered.

#### **3.3 PUBLIC LIABILITY INSURANCE**

3.3.1 Contractors shall have sufficient public liability insurance to cover for any losses or claims that may arise during the execution of any project or task.

#### **3.4 SUPPLY OF RESOURCES**

3.4.1 Contractors shall supply all the resources required to accomplish the tasks as specified in the appointment for a specific project or task.

3.4.2 The Greater Tzaneen Municipality will make any and all existing documents that are pertinent to the project available to contractors.

3.4.3 Available information to assist contractors may be provided at the discretion of the Director: Electrical Engineering Services or his authorised representative.

### **3.5 PUBLIC LIABILITY INSURANCE**

3.5.1 Contractors shall have sufficient public liability insurance to cover for any losses or claims that may arise during the execution of any project or task.

### **3.6 EXCLUSIONS**

3.6.1 The scope of work excludes any appointments of consultants or secondary service providers for allocated projects.

## **4. LIST OF APPLICABLE STANDARDS**

The appointed contractor should show appreciation of Municipality standards by applying the latest applicable IEC, SANS and NRS standards. Including safety and reliability components of the network.

All work to be done according to all applicable standards in particular those listed below, but not limited to (only the latest version of standards to be used)

### **1. SHE APPLICABLE STANDARDS**

- 1.1 Occupational Health Safety (OHS) Act of 1993
- 1.2 National Environmental Management Act (Act 107 Of 1998)
- 1.3 Environment Conservation Act (Act 73 Of 1989).
- 1.4 National Forest Act (Act 84 Of 1998)

### **2 SANS 1200- STANDARDIZED SPECIFICATIONS**

### **3 CONSTRUCTION REGULATIONS, 2014**

### **4 OVERHEAD POWER LINES**

- SANS 10280 : Code of Practice for overhead power lines for condition prevailing in South Africa.
- NRS 022 : Stays and associated equipment.
- NRS 033 : Guidelines for the application, design, planning and construction of medium voltage wooden pole overhead power lines above 1 kV and up to and including 22 kV.
- NRS 034-1 : Guidelines for the provisions of electricity distribution networks in residential areas:

- : **Part 1:** Planning and design of distribution systems and voltage drop tables.
- NRS 034-2-3 : Guidelines for the provision of electrical distribution networks in residential areas:
  - : **Part 2-3:** Preferred methods and materials for the installation of overhead power lines.
- NRS 034-3 : Guidelines for the provision of electrical distribution networks in residential areas:
  - : **Part 3:** Overhead distribution in very low, low and moderate consumption areas, including rural areas and informal settlements.
- NRS 038-1 : Concrete poles:
  - : **Part 1:** Concrete poles for LV and MV O/H distribution and systems.
- NRS 038-2 : Concrete poles:
  - : **Part 2:** Concrete poles for lighting applications.
- NRS 039-1 : Surge arrestors use in Distribution Systems:
  - : **Part 1:** Guide for the application of gapless metal-oxide surge arrestors.

## 5 LIGHTNING PROTECTION

- SANS 10313 : The protection of structures against lightning.

## 6 EARTHING

- NRS 076 : Earthing of distribution substations with nominal voltages up to and including 132 kV.
- SANS 10292 : Earthing of low voltage distribution systems.

- NRS 059 : Recommendations to minimize problems associated with the theft of transformer neutral and neutral earthing conductors.
- SANS 10198-3 : The selection, handling and installation of electric power cable up to 33 kV:  
: Earthing systems: General provisions.
- SANS 10198-5 : The selection, handling and installation of power cables up to 33 kV:  
: Determining of thermal and electrical resistivity of soil.
- SANS 10198-12 : The selection, handling and installation of power cables up to 33 kV:  
: Installation of earthing systems.
- SANS 10199 : The design and installation of earth electrodes.
- SANS 10200 : Neutral earthing in medium voltage industrial power system.

## 7 CABLES AND CONDUCTORS

- NRS 011 : Pilot cables.
- NRS 012 : Cable terminations and line conductors with air-insulated enclosures (insulation co-ordination) for rated AC voltages of 7,2 kV and up to and including 36 kV.
- NRS 013 : Medium voltage cables.
- NRS 018-1 : Fittings and connectors for LV overhead power lines using ABC:  
: **Part 1:** Strain and suspension fittings for self-supporting conductors.
- NRS 018-2 : Fittings and connectors for LV overhead power lines using ABC:

- : **Part 2:** Strain and suspension fittings for insulated neutral supporting conductors
- NRS 018-3 : Fittings and connectors for LV overhead power lines using ABC:
- : **Part 3:** Strain and suspension fittings for bare neutral supporting conductors.
- NRS 018-4 : Fittings and connectors for LV overhead power lines using ABC:
- : **Part 4:** Strain and suspension fittings for aerial service cables.
- NRS 018-5 : Fittings and connectors for LV overhead power lines using ABC:
- : **Part 5:** Current carrying connectors and joints.
- NRS 020 : Cable ties for the use with low voltage aerial bundled conductors.
- NRS 028 : Cable lugs and ferrules for copper and aluminum conductors.
- NRS 053 : Accessories for MV power cables.
- NRS 074-1 : Low voltage cable systems for underground electrical distribution:
- : **Part 1:** Cables.
- NRS 077 : XLPE Cables and accessories for systems with nominal voltages of 44 kV, 66 kV, 88 kV and 132 kV.
- NRS 088-1 : Duct and direct buried underground fibre-optic cable:
- : **Part 1:** Product specification.
- PIESA 1004-1 : Low voltage (600/1 000 V) cable systems for overhead distribution:

- : **Part 1:** Cables.
- SANS 10198-1 : The selection, handling and installation of power cables up to 33 kV:
  - : **Part 1:** Definitions and statutory requirements.
- SANS 10198-2 : The selection, handling and installation of power cables up to 33 kV:
  - : **Part 2:** Selection of cable type and methods of installation
- SANS 10198-3 : The selection, handling and installation of power cables up to 33 kV:
  - : **Part 3:** Earthing systems: General provisions.
- SANS 10198-4 : The selection, handling and installation of power cables up to 33 kV:
  - : **Part 4:** Current ratings.
- SANS 10198-5 : The selection, handling and installation of power cables up to 33 kV:
  - : **Part 5:** Determining of thermal and electrical resistivity of soil.
- SANS 10198-6 : The selection, handling and installation of power cables up to 33 kV:
  - : **Part 6:** Transport and storage.
- SANS 10198-7 : The selection, handling and installation of power cables up to 33 kV:
  - : **Part 7:** Safety precautions.
- SANS 10198-8 : The selection, handling and installation of power cables up to 33 kV:
  - : **Part 8:** Cable laying and installation



- SANS 10198-9 : The selection, handling and installation of power cables up to 33 kV:
- : **Part 9:** Jointing and termination of extruded solid dielectric insulated cables up to 33 kV.
- SANS 10198-10 : The selection, handling and installation of power cables up to 33 kV:
- : **Part 10:** Jointing and termination of paper insulated cables.
- SANS 10198-11 : The selection, handling and installation of power cables up to 33 kV:
- : **Part 11:** Jointing and termination of screened polymeric insulated cables
- SANS 10198-12 : The selection, handling and installation of power cables up to 33 kV:
- : **Part 12:** Installation of an earthing system.
- SANS 10198-13 : The selection, handling and installation of power cables up to 33 kV:
- : **Part 13:** Testing commissioning and fault location.
- SANS 10198-14 : The selection, handling and installation of power cables up to 33 kV:
- : **Part 14:** Installation of aerial bundle conductor cables.

## 8 SWITCHGEAR, SWITCHES AND FUSES

- NRS 003-2 : Metal clad switchgear for rated AC voltages above 11 kV and up to and including 22 kV:
- : **Part 1:** Standardised panels.
- NRS 031 : Alternating current disconnectors and earthing switches above 11 kV.

- NRS 035-1 : Outdoor distribution cut-outs:
  - : **Part 1:** Drop-out fuse link assemblies or solid link assemblies - Pole-mounted types: For nominal AC voltages up to and including 33 kV.
- NRS 035-2 : Outdoor distribution cut-outs:
  - : **Part 2:** Expulsion fuse links for nominal AC voltages up to and including 33 kV.
- NRS 036-2 : Auto-reclosers and sectionaliser – pole-mounted types:
  - : **Part 1:** Auto-recloser with local and remote control capabilities up to 33 kV.
- NRS 036-2 : Auto-reclosers and sectionaliser – pole-mounted types:
  - : **Part 2:** Auto-reclosers with programmable protection features and local control up to 33 kV.
- NRS 036-3 : Auto-reclosers and sectionaliser – pole-mounted types:
  - : **Part 3:** Sectionalisers.
- NRS 046 : Pole-mounted load break switch disconnectors.
- SANS 1874 : Metal enclosed ring main units for AC voltage above 1 kV up to and including 24 kV.

## 9 TRANSFORMERS

- SANS 555 : Unused and reclaimed insulating oils for transformers and switchgear.
- SANS 60076 : Power transformers (Part 2 to 10)
  - : **Part 2:** Temperature rise (1993).
  - : **Part 3:** Insulation levels, dielectric tests and external clearances in air (2000)

- : **Part 4:** Guide to lightning impulse and switching impulse testing (2004).
- : **Part 5:** Short circuit withstand ability (2006).
- : **Part 7:** Loading guide for oil immersed transformers (2006).
- : **Part 8:** Application guide (1997).
- : **Part 10:** Sound levels (2001).
- SANS 780 : Distribution transformers.
- NRS 029 : Current transformers for rated AC voltage from 3,6 kV to 420 kV.
- NRS 030 : Inductive voltage transformers for rated AC voltage from 3,6 kV to 145 kV.
- NRS 054 : Power transformers.
- NRS 079-1 : Mineral insulating oils (uninhibited)
- : **Part 1:** Purchase, management, maintenance and testing.

## 10 ELECTRICITY DISPENSING AND VENDING EQUIPMENT

- SANS 1524-1 : Electricity prepayment systems:
- : **Part 1:** Prepayment meters.
- NRS 009 : Electricity sales systems.
- NRS 009-2-2 : Electricity sales systems:
- : **Part 2:** Functional and performance requirements.
- : **Section 2:** Credit disposing units.
- NRS 009-2-4 : Electricity sales systems:
- : **Part 2:** Functional and performance requirements

- : **Section 4:** National electricity meter cables and associated numbering standards.
- NRS 009-2-5 : Electricity sales systems:
  - : **Part 2:** Functional and performance requirements.
  - : **Section 5:** Error handling.
- NRS 009-3 : Electricity sales systems:
  - : **Part 3:** Database format
- NRS 009-4 : Electricity sales systems:
  - : **Part 4:** National prepayment electricity meter cards.
- NRS 009- : Electricity sales systems:
  - : **Part 5:** Testing of subsystems.
- NRS 009-6-1 : Electricity sales systems:
  - : **Part 6:** Interface standards.
  - : **Section 1:** Interface credit distributions unit (CDU) to standard token translator (STT).
- NRS 009-6-3 : Electricity sales systems:
  - : **Part 6:** Interface standards.
  - : **Section 3:** System master station/credit dispensing unit interface.
- NRS 009-6-4 : Electricity sales systems:
  - : **Part 6:** Interface standards.
  - : **Section 4:** Data transfer by physical media.
- NRS 009-6-6 to 6-9 : Electricity sales systems:

: **Part 6:** Interface standards.

: **Sections 6 – 9:** STS interface.

## 11 CONSUMER DISTRIBUTION UNITS

NRS 032 : Service distribution boxes – pole-mounted types for overhead single phase AC service connections at 240 V.

SANS 10142 : The Wiring of Premises

NRS 056-1 : Service distribution boxes - Meter kiosks and distribution kiosks:

: **Part 1:** Low voltage non-steel meter kiosks for use in underground networks.

NRS 056-2 : Service distribution boxes:

: **Part 2:** specifications for ground mounted low voltage distribution kiosks.

## 12 OPERATING REGULATIONS

NRS 040-1 : HV operating regulations:

: **Part 1:** Definition of terms.

NRS 040-2 : HV operating regulations:

: **Part 2:** Voltage colour coding.

NRS 040-3 : HV operating regulations:

: **Part 3:** Model regulations.

## 13 QUALITY OF SERVICE AND SUPPLY

NRS 047-1 : Quality of service:

: **Part 1:** Minimum standard.

- NRS 047-2 : Quality of service:  
: **Part 2:** Reporting guidelines.
- NRS 048-2 : Quality of supply:  
: **Part 2:** Voltage characteristics, compatibility levels, limits and assessment methods.
- NRS 048-4 : Quality of supply:  
: **Part 4:** Application guidelines for utilities.

## 14 METERING

- NRS 057-4 : Electricity metering:  
: **Part 1:** Code of Practice.
- NRS 039 -2 : Surge arrestors use in Distribution Systems:  
: **Part 2:** Distribution class gapless metal-oxide surge arrestors.
- NRS 043 : Joint use of structures for power and telecommunication lines.
- NRS 041-1 : Overhead power lines for conditions prevailing in South Africa.  
: **Part 1:** Safety
- NRS 060 : Code of Practice for clearances for electrical systems with rated voltages up to and including 145 kV, for the safety of persons.
- NRS 061-1 : Specification for overhead ground wire with optical fiber:  
: **Part 1:** Product specification.
- NRS 061-2 : Specification for overhead ground wire with optical fibre:  
: **Part 2:** Installation guides.
- NRS 066 : Medium voltage insulators.
- NRS 072 : Overhead line fault path indicators.

- i. **NRS 034-1:2007** - Electricity distribution - Guidelines for the provision of electricity distribution networks in residential areas Part 1: Planning and design of distribution networks.
- ii. **SANS 10280:2001** - Overhead power lines for conditions prevailing in South Africa.
- iii. **NRS 048-2:2007** - Electricity supply - Quality of supply Part 2: Voltage characteristics, compatibility levels, limits and assessment methods

## **Price schedule(s)**

The services required shall include the following fields in electrical contracting services:

**NB:** Please tick the relevant box related to the services that you provide and for each service selected attach at least one appointment letter of previous similar work done.

<b>NO</b>	<b>DESCRIPTION</b>	<b>Required CIDB EP &amp; EB (minimum CIDB grading or higher). Include electrical contractor letter from Department of labour)</b>	<b>QUALIFICATION &amp; CV's of Key Personnel (Trade Test, Wiremen license, National Diploma, ORHVS certificate, Safety officers)</b>	<b>Plant Equipment Available Owned (only vehicles)</b>	<b>TICK (X)</b>
a	Electrification of households.	3 EP	Certificate NQF 4 (Equivalent to N3 Nated Certificate), ORHVS certificate, Safety Certificate	LDV, Truck with crane, footplate, Insulation Tester & Earth resistance Tester	
b	Building Services Maintenance and Installations.	1 EB & 1EP	Certificate in Building construction, Registration with DoL	LDV	
c	Electrical substation work. Primary and Secondary Plant,	5 EP	National Diploma Electrical, ORHVS certificate, Safety Certificate,	LDV, Truck with crane, footplate, Insulation Tester & Earth resistance Tester	
d	Maintenance of Substations & Switchgear.	3 EP	National Diploma Electrical Engineering ORHVS certificate, Any Switchgear Training	Speed test & Contact Resistance Tester, Gas Tester	
e	Specialized Maintenance (Power transformers 1MVA &	3 EP	National Diploma Electrical Engineering, ORHVS certificate,	Tan Delta Tests, Ratio Tester, Oil filter machine	



NO	DESCRIPTION	Required CIDB EP & EB (minimum CIDB grading or higher). Include electrical contractor letter from Department of labour)	QUALIFICATION & CV's of Key Personnel (Trade Test, Wiremen license, National Diploma, ORHVS certificate, Safety officers)	Plant Equipment Available Owned (only vehicles)	TICK (X)
	above, On load tap changers & diverters, Bushings, Oil filtering		Training on Power Transformer & Tap changers		
f	Rebuilding and Refurbishment of Overhead Power Lines and Related Equipment.	3 EP	Certificate NQF 4 (Equivalent to N3 Nated Certificate), ORHVS certificate, Safety Certificate	LDV, Truck with crane, footplate, Link Stink, Insulation Tester& Earth resistance Tester	
g	Rewinding and Maintenance of Electrical Machinery and Related Equipment.	2 EP	Certificate NQF 4 (Equivalent to N3 Nated Certificate) Trade Test,	Electrical Testers & Phase rotation	
h	Digging of Holes and Trenches for Electrical Services.	1 EP	Certificate NQF 4 (Equivalent to N3 Nated Certificate)	N/A	
i	Provision and Rental of Standby Generators.	2 EP &EB	Certificate NQF 4 (Equivalent to N3 Nated Certificate), Registration with DoL	Electrical Tester Insulation Tester& Earth resistance Tester	
j	Supply and Installations of New Electrical Connections and Upgrading of Existing Connections	2 EP	Certificate NQF 4 (Equivalent to N3 Nated Certificate), ORHVS Certificate, Electrician Registration with DoL	LDV, Truck with crane, footplate, Electrical Testers,	

NO	DESCRIPTION	Required CIDB EP & EB (minimum CIDB grading or higher). Include electrical contractor letter from Department of labour)	QUALIFICATION & CV's of Key Personnel (Trade Test, Wiremen license, National Diploma, ORHVS certificate, Safety officers)	Plant Equipment Available Owned (only vehicles)	TICK (X)
				Insulation Tester & Earth resistance Tester, Link Stick	
k	Supply, Installation and Maintenance of Traffic Lights.	1 EP & 1 EB	Certificate NQF 4 (Equivalent to N3 Nated Certificate), Registration with DoL	Electrical Testers, Communication Softwares	
l	Supply and Installation of Metering (Including Pre-paid Metering).	2 EP	Certificate NQF 4 (Equivalent to N3 Nated Certificate), ORHVS certificate, Safety Certificate	Electrical Testers, Meter Tester	
m	Supply, Installation and Maintenance of Medium Voltage Cable Networks. Includes excavation and construction of platforms for Miniature substation, Ring main units, ground mounted distribution transformers, Metering units.	2 EP	Certificate NQF 4 (Equivalent to N3 Nated Certificate), ORHVS certificate, Safety Certificate, MV Cable training	Cable Fault locator, Pressure Tester, Insulation Resistance Tester	

<b>NO</b>	<b>DESCRIPTION</b>	<b>Required CIDB EP &amp; EB (minimum CIDB grading or higher). Include electrical contractor letter from Department of labour)</b>	<b>QUALIFICATION &amp; CV's of Key Personnel (Trade Test, Wiremen license, National Diploma, ORHVS certificate, Safety officers)</b>	<b>Plant Equipment Available Owned (only vehicles)</b>	<b>TICK (X)</b>
n	Energy Efficiency and Demand Side Management.	3 EP & 1EB	Certificate NQF 4 (Equivalent to N3 Nated Certificate), Company Registration with DoL	Electrical Testers, Phase Rotation	
o	Supply, Installation and Maintenance of Streetlights and High masts	2 EP & 1 EB	Certificate NQF 4 (Equivalent to N3 Nated Certificate), Registration with DoL	Electrical Testers,	
r	Vegetation Control on Overhead Power Lines. Includes the pruning, removing of trees, shrubs and grass encroaching clearances, maintenance of line servitudes and creating of access.	1 EP	Certificate NQF 4 (Equivalent to N3 Nated Certificate)	Chainsaw, Brush cutters	
s	Substation Fencing (Wiremesh & Steel Palisade).	SQ	Certificate NQF 4 (Equivalent to N3 Nated Certificate) ORHVS Certificate	N/A	
t	Management of Oil spillage and cleaning	1 EP	Certificate NQF 4 (Equivalent to N3 Nated Certificate)	Oil Spillage cleaning kit.	

NO	DESCRIPTION	Required CIDB EP & EB (minimum CIDB grading or higher). Include electrical contractor letter from Department of labour)	QUALIFICATION & CV's of Key Personnel (Trade Test, Wiremen license, National Diploma, ORHVS certificate, Safety officers)	Plant Equipment Available Owned (only vehicles)	TICK (X)
			ORHVS Certificate, Certificate in Waste management		

**\*NB: Enatis report: for vehicles only**

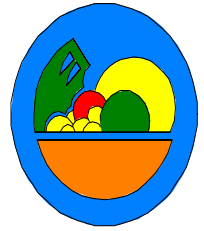


PART G  
Tropical Paradise

**GREATER TZANEEN MUNICIPALITY**

P.O. BOX 24  
TZANEEN, 0850

TEL: 015 307 8000  
FAX: 015 307 8049



Tropiese Paradys

**INFORMATION REQUIRED FOR BID EVALUATION PURPOSES**

**1. EXPERIENCE**

Complete the below schedule regarding your company previous working experiences on this project.

<b>Client</b>	<b>Contact Person</b>	<b>Contact Number</b>	<b>Contract Value</b>	<b>Contract Period</b>

## **PART H**

### **MBD 2**

#### **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 the requirements, bidders are required to complete in full the attached form TCC 00. "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 is available from any SARS branch office nationally or on the website [www.sars.gov.za](http://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](http://www.sars.gov.za).

**PART I**

**MBD 4**

**DECLARATION OF INTEREST**

- 1.No bid will be accepted from persons in the service of the state\*.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

.....

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

3.7.1 If so, furnish particulars.

.....

\* MSCM 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.

3.8 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

3.8.1 If so, furnish particulars.

.....

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. Are you, aware of any relationship (family, friend, other) between a 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

3.10.1. If so, furnish particulars

.....

3.11 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.11.1 If so, furnish particulars.

.....

3.12 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.12.1 If so, furnish particulars.

.....

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

Full Name	Identity Number	State Employee Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Name of Bidder



**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

.....  
Designation

.....  
Name of Bidder

**PART J**

**MBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

**NB: before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the preferential procurement regulations, 2017.**

---

**1. GENERAL CONDITIONS**

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

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

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

(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	<b>POINTS</b>
<b>Price</b>	
<b>B-BBEE status level of contributor</b>	
<b>Total points for price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time

subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an excepted micro enterprise in terms of a quote of good practice on Black Economic Empowerment issued in terms of section 9(1) of the broad Based Economic Empowerment Act.
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document.
- (g) **“Price”** includes all applicable taxes less on unconditional discounts.
- (h) **“Proof of BEE status level of contributor”** means
  - 1) BBBEE status level certificate issued by an authorized body or person
  - 2) Sworn Affidavit as prescribed by the BBBEE codes of codes practice.
  - 3) an other requirements prescribed in terms of the BBBEE Act.
- (I) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad Black Economic Empowerment Act.
- (j) **“rand value”** means the total estimated value of a contract in rand, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 20 or 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level contributor).

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

7.1.1 If yes, indicate:

- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the sub-contractor? .....
- (iii) The B-BBEE status level of the sub-contractor? .....
- (iv) Whether the sub-contractor is an EME/SME? YES / NO

**(Tick applicable box)**

(V) Specific, by ticking the appropriate box, if subcontracting with an enterprise in terms of preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by	EME	QSE
Black People		
Black People who are youth		
Black People who are woman		
Black People with disabilities		
Black People living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black People		
Black People who are military veterans		
Or		
Any EME		
Any QSE		

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

8.1 Name of the business: .....

8.2 VAT registration number : .....

8.3 Company registration number.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated**

.....

**Registered Account Number** .....

**Stand Number** .....

8.8 Total numbers of years the company/firm has been in business? .....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;

- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

Witnesses

1.....

2. ....

.....  
 Signature(s) of Bidders

DATE: .....

Address: .....

.....

.....

## PART K

### MBD 6.2

#### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9 (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9 (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \frac{x}{y} \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:



- The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- This declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of
- 2.7. components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.8. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.9. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.10. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za). Indicate the rate(s) of exchange against the appropriate currency in the table below:

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**Local content declaration by chief financial officer or other legally responsible person nominated in writing by the chief executive or senior member/person with management responsibility (close corporation, partnership or individual)**

**IN RESPECT OF BID No.** .....

**ISSUED BY:** Greater Tzaneen Municipality

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ..... (full names),

Do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the **Greater Tzaneen Municipality** has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

## **PART L**

### **MBD 7.2**

#### **Contract form - rendering of services**

**This form must be filled in duplicate by both the service provider (part 1) and the purchaser (part 2). Both forms must be signed in the original so that the service provider and the purchaser would be in possession of originally signed contracts for their respective records.**

#### **Part 1 (to be filled in by the service provider)**

1. I hereby undertake to render services described in the attached bidding documents to **Greater Tzaneen Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number.....at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents,
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

<b>Witnesses</b>
1 .....
2 .....
Date: .....

6. I confirm that I am duly authorised to sign this contract.

Name (print) .....  
Capacity .....  
Signature .....  
Name of firm .....  
Date .....

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.


<b>DESCRIPTION OF SERVICE</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>COMPLETION DATE</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b>

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP 

WITNESSES  
1 .....  
....  
2 .....  
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**PART M**

**MBD 8**

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>



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

**CERTIFICATION**

**I, the undersigned (full name) ..... Certify that the information furnished on this declaration form true and correct. Accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.**

.....  
**Signature**

.....  
**Date**

.....  
**Designation**

.....  
**Name of Bidder**

**PART N**

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> **Includes price quotations, advertised competitive bids, limited bids and proposals.**

<sup>2</sup> **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 number: .....

Bid Description: .....

In response to the invitation for the bid made by **Greater Tzaneen Municipality**

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> 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.

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

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

## **Returnable Documents**

### **Checklist On Minimum Requirements**

To assist you with your tendering process, see a checklist on minimum requirements below:

<b>No.</b>	<b>Minimum requirements</b>	<b>Tick</b>	<b>Comment if not attached</b>
1.	Compulsory briefing session attended		
2.	Complete original bid document		
3.	CSD reports; B-BBEE Certificate/Sworn affidavit		
4.	Valid Tax Clearance Certificate or Tax pin		
5.	CK/Company registration;		
6.	Certified ID copies of the shareholders;		
7.	Proof of Residence: Municipal statement account / letter from headman/Tribal Authority/Lease agreement		
8.	Company registration certificate showing percentage of shareholders / membership interest		
9.	Initial each page of the Conditions of Contract		
10.	All MBD Forms must be completed and signed		
11.	In case of a Joint Venture, Association or Consortium a formal contract agreement		
12.	Responded as per the scope of work (compliance to specification/ conditions or term of references )		
13.	Detailed price schedule/ financial Bids		
14.	All/Any alterations initialled		

\_\_\_\_\_  
Company Representative (Name)

\_\_\_\_\_  
Signature