

GREATER TZANEEN MUNICIPALITY



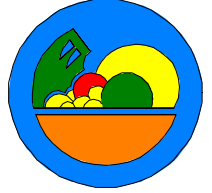
BID DESCRIPTION: APPOINTMENT OF A POOL OF CONTRACTORS FOR ELECTRICAL
ENGINEERING SERVICES

BID NUMBER: SCMU 30/2024

NAME OF THE BIDDER:
.....

CLOSING DATE: 09 SEPTEMBER 2024 @ 12H00

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GREATER TZANEEN MUNICIPALITY
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MASEPALA WA TZANEEN

SUPPLY CHAIN MANAGEMENT UNIT
DEPARTMENT: ELECTRICAL SERVICES

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

BID NO: SCMU 30/2024

Bids are hereby invited from interested service providers pool of electrical contractors. Bid documents are obtainable at the Municipal website (www.greatertzaneen.gov.za) and Supply Chain Offices; Agatha Street, **upon a non-refundable fee of R2000.00 or deposited to the following banking details: Greater Tzaneen Municipality; Absa Bank; Acc no:4051444332 reference number please write the name of the company and bid Number.**

Stage-1 Mandatory requirements

NB: **BIDDERS MUST PROVIDE PROOF OF THE FOLLOWING TO AVOID DISQUALIFICATION:**

- Proof of purchase for tender document, including downloaded tender documents (attach receipt) EFT or Manually
- Compulsory briefing session
- Bidders experience appointment letters or orders and further attach completion certificates in relation to the projects signed and stamped by respective institutions
- Key personnel experience and Qualifications
- Proof of Plant and Equipment
- Proof of CIDB Grading: 1EP,1EB,1SQ or Higher

Stage- 2 Administrative requirements:

- Copy of company registration certificate/ documents from CIPC
- Certified ID copies of all directors
- CSD registration summary report (not older than 3 months)
- Copy/ printed Tax compliance status Pin or certificate.
- Proof of residence for both company and directors appearing in CK (not older than 3 months)
- Joint Venture Agreement signed off by both parties (In case of a Joint Venture)

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 30/2024, Postal Address and contact details of the bidder.

Bid document will be available at www.greatertzaneen.gov.za, www.etenders.gov.za and Supply chain Management office on the date of advert.

Advert Publication date: 08 August 2024, Advert Number of days: 33 days.
Compulsory Briefing session will be held on 20 August 2024 @10h00 Old fire Hall Geater Tzaneen Municipality
Closing date: 09 September 2024 @ 12:00. Public bid opening will take place.

EVALUATION OF BIDS

The Evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality: **Detailed functionality is included inside the bid document as per listed different options.**

Only bidders who achieve a minimum of 70 points or more will be included in the Pool of electrical contractors where should a need arise, electrical contractors will be requested to submit quotations and 80/20 Preference point scoring system will apply, where 80 points will be allocated for price only and 20 Specific goals points scored. The Municipality reserves the right to appoint only 70 service providers, as per the specified criteria.

Bidders shall take note of the following bid conditions:

1. Greater Tzaneen Municipality Supply Chain Management Policy will apply on this bid.
2. Specific goals in terms of the preferential procurement regulations 2022 will apply on this bid.
3. 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.
4. Contract period: 36 Months (03 years)
5. Council reserves the right to negotiate further conditions with the successful bidder.
6. Council reserves the right not to appoint.
7. No bidder will be appointed if not registered on Central Supplier Database.
8. Council have the right to appoint more than one bidder;
9. Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

Technical enquiries should be directed to Mr B.M Sengwayo @ 015 307 8161

Administrative enquiries relating to the tender be directed to Mrs. Z Ramothwala

@ 015 307 8199

Mr. D Mhangwana
Municipal Manager
Greater Tzaneen Municipality

PART B.1 Form of bid

Bid for contract number: SCMU 30/2024

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 atthis Day of20.....

_____ 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 handwritten 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

_____ 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) (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.

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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

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 provided 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.
8. Process for competitive bidding Following are procedures for a competitive bidding process for each of the following stages:

8.1 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.

8.2 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.

8.3 Payment of bid documents.

To ensure that only bona fide bidders collect documentation, and to recover printing costs, bid documents will be issued only after payment of the following amounts to the cashier:

Category Contract	Contract Value	Bid Payment
Micro	R30 000 – R200 000	R200.00
Small	R200 001 – R1000 000	R700.00
Medium	R1000 001 – R2 Million	R1500.00
Large	Above	R2000.00
Professional Services		R5000.00

8.4 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.**

8.5 Inspection on loco A fully explanatory site inspection will be conducted.

8.6 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 and 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.

8.7 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.

8.8 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.

8.9 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)
 - ⌘ Submission of an original Tax Clearance Certificate,
 - ⌘ Submission of Company Registration Certificate
 - ⌘ Submission of a Joint Venture Agreement, properly signed by all parties
 - ⌘ Payment of Municipal Rates
 - And all requirements as per advert
- 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.
- (vi) The number of points scored for achieving Government's Broad-Based Black Economic
- (vii) 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 30 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

Bid specification

1. GENERAL INFORMATION TO PROPOSERS

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 km².
- 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:
- 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.

NB: A maximum of three options can be selected per service provider. With one (1) representing the most preferred option and three (3) representing the least preferred option.

FUNCTIONALITY CRITERIA

NO	DESCRIPTION	CIDB	MINIMUM GRADING REQUIRED	MANDATORY QUALIFICATION	RATE OPTION FROM 1-3
					RATING 1-3
a	Electrification	EP	2	ORHVS HVO4, Key Personnel, Qualification & Plant & Equipment, CIDB EP 2	
b	Substation & Mini Subs (Installation & Maintenance)	EP	1	ORHVS HVO3, Key Personnel, Qualification & Plant & Equipment CIDB EP 1	
c	Vegetation Control	EP	1	HVO2, Key Personnel, Qualification & Plant & Equipment CIDB EP 1	
d	HV and MV lines and cables	EP	2	ORHVS HVO4, Key Personnel, Qualification & Plant & Equipment CIDB EP 2	
e	LV network, Streetlights, High mast lights, Traffic Lights, & Building Services	EP&EB	1	ORHVS HVO3, Key Personnel, Qualification & Plant & Equipment CIDB EP&EB 1	
f	Metering	EP	1	ORHVS HVO3, Key Personnel, Qualification & Plant & Equipment CIDB EP 1	
g	Substation Fencing (Wiremesh & Steel Palisade).	EP & SQ	1	ORHVS HVO2, Key Personnel, Qualification & Plant & Equipment CIDB EP1 & SQ1	

Functionality 1: Should only be completed if option A and D has been selected

Evaluation Criteria		Scoring System		B - Weighing	Tenderer Score
		A - Tender Rating (score 1 to 5)			
A	Company Experience Note: Appointment letters and completion certificates. The following information must be contained in the appointment letter: a. Description b. Value c. Actual Construction period				
	Company/ Entity’s work experience in Electrification Projects	3 or more electrification projects within the past 3 years	5	20%	
		2 electrification projects within the past 3 years	3		
		1 electrification projects within the past 3 years	1		
		0 electrification projects within the past 3 years	0		
2	Key Personnel Names of various employees occupying the positions must be stated; CV’s, certified ID copies, and certified copies of qualifications must be attached in order to qualify for points and must appear on company organogram.	2.1 Site Supervisor		10%	
		Eskom Authorized (ORHVS) HOV4 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 5 years’ experience in electrical works.	5		
		Eskom Authorized (ORHVS) HVO4 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 3-5 years’ experience in electrical works.	3		
		Eskom Authorized (ORHVS) HVO4 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 1-2 years’ experience in electrical works.	1		

		Not Eskom Authorized or No NQF 4 in Electrical Engineering or less than 1 year experience	0	10%	
		2.2 Safety Officer			
		Certificate in Safety Management and has more than 5 years' experience in electrical works.	5		
		Certificate in Safety Management and has more than 3-5 years' experience in electrical works.	3		
		Certificate in Safety Management and has more than 1-2 years' experience in electrical works.	1		
		No Certificate in Safety Management or no experience above 1 Year	0		
		MV Construction Certificate	5	10%	
		LV Construction Certificate	5	10%	
4.	Availability of Plant & Equipment for electrification projects	Light delivery vehicle (LDV) and an 8-ton crane truck fully owned (eNatis certificate) and a Valid Crane Load Test Certificate.	5	20%	
		Own and lease either crane truck or LDV; (letter of intent to hire from the lessor [owner] of either of the Plant and and a Valid Crane Load Test Certificate.	3		
		Lease only (letter of intent to hire from the lessor [owner] and a Valid Crane Load Test Certificate.	1		
		No attachments	0		
Technical Proposal		Excellent	5	20%	
The technical proposal should include, but not limited to, Electrification		Good	3		
		Poor/ No Technical proposal	0		

& rebuilding of power lines. 33 and 11kV				
TOTAL			100	
A full proof of ownership must be provided that equipment is owned by your company or director or letter of intent for leased equipment				

Functionality 2:
Should only be completed if option B and F has been selected

Evaluation Criteria		Scoring System A - Tender Rating (score 1 to 5)		B - Weighing	Tenderer Score
A	Company Experience Note: Appointment letters and completion certificates. The following information must be contained in the appointment letter: a. Description b. Value Actual Construction period				
1.	COMPANY EXPERIENCE				
	Company work Experience in relevant electrical engineering (please attach copy of relevant appointment letters or orders from recognised entities with completion certificates)	3 or more relevant appointment letters within the past 3 years	5	40	
		2 or more relevant appointment letters within the past 3 years	3		
		1 or more relevant appointment letters within the past 3 years	1		
		No relevant appointment letters within the past 3 years	0		
	Relevant experience refers to: Company must have experience in the Specialized Maintenance Work which includes Maintenance or Commissioning of Primary Plant Equipment (Power Transformers, Tap Changers, Breakers, Current Transformer, Voltage Transformers, Reactors etc or Maintenance or Commissioning Protection Scheme, metering systems, including Automatic meter reading, Substation battery charging system.				
2.	KEY PERSONNEL EXPERIENCE				
2.1	Number of years' experience of key personnel (attach CVs, Certified qualifications, and Company Organogram). BSC/B.Eng/ B.Tech Degree/ National Diploma in Electrical Engineering Personnel must also appear on the company organogram	Pr Technician Electrical Engineering and ORHVS HV03 with a minimum of five (5) years' experience. (Pr Registration with ECSA Electrical)	5	20	
		Pr Technician ECSA Electrical Engineering and ORHVS HV03 with a minimum of three (3) years' experience. (Pr Registration with ECSA Electrical)	3		
		Pr Technician ECSA Electrical Engineering and ORHVS HV03 with a minimum of three (2) year (Pr Registration with ECSA Electrical)	2		
		No Key Personnel experience	0		
2.2	Required Training Certificates				
	List of training for Maintenance of switchgear, Cable joints, Maintenance of Primary or Secondary Plant	4 of 4 Training certificates	5	20	
		4 of 3 Training certificates	3		

	Training Certificate must be according to the list mentioned above. Name appearing on the certificate must be the same as the ones on the Organogram.	4 of 2 Training certificates	2		
		1 Training certificate or less	0		
3.	PLANT & EQUIPMENT Submit Calibration Certificates and Test Report Per Test Equipment				
	Test Equipment and Test Report. Speed Test, Turn Ratio Tester, Secondary Injection Set, Primary Inject Set & Meter Verification	5 of 5 certificates and test reports	5	20	
		5 of 4 certificates and test reports	3		
		5 of 3 certificates and test reports	2		
2 certificates or less and test reports		0			
	TOTAL			100	

Functionality 3:
Should only be completed if option C has been selected

Evaluation Criteria		Scoring System		B - Weighing	Tender Score
		A - Tender Rating (score 1 to 5)			
A	Company Experience				
	Note: Appointment letters, Orders. The following information must be contained in the appointment letter:				
	a. Description				
	b. Value				
	c. Actual Construction period				
1	Company/ Entity’s work experience in vegetation management Appointment letters or orders	3 or more relevant appointment letters within the past 3 years	5	40%	
		2 or more relevant appointment letters within the past 3 years	3		
		1 or more relevant appointment letters within the past 3 years	1		
		0 relevant appointment letters within the past 3 years	0		
2	Key Personnel Names of various employees occupying the positions must be stated; CV’s, certified ID copies, and certified copies of qualifications must be attached in order to qualify for points. Submit the company organogram. The certificates	2.1 Site Supervisor		15%	
		ORHVS HOV2 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 5 years’ experience in electrical works.	5		
		ORHVS HVO2 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 3-5 years’ experience in electrical works.	3		
		ORHVS HVO2 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 1-2 years’ experience in electrical works.	1		
		No ORHVS or No NQF 4 in Electrical Engineering or less than 1 year experience	0		
		2.2 Chainsaw and Brush Cutter Operators		15%	

	submitted for this item	Minimum Chainsaw Operator certificates (X1)	5		
	needs to be for the same resources as reflected in the	Minimum Brush Cutter Operator certificates (X1)	5		
	Company Organogram	1 or No certificate for Chainsaw Operator and Brush Cutter Operator	0		
	Both operators must be available to get the full points				
3.	<p>Availability of Plant & Equipment for vegetation control projects</p> <p>Owned and</p> <p>Registration to be in the name of the company or the company directors.</p>	<p>3.1</p> <p>Owned Minimum one (1) vehicle to transport seven (7) passengers. with a trailer.</p> <p>Or</p> <p>2 Double cabs with Canopy/Tonneau Cover</p> <p>OR</p> <p>4 single Cabs with Canopy /Tonneau Cover</p>	5	30%	
		<p>3.2</p> <p>Leased Minimum one (1) vehicle to transport seven (7) passengers. with a trailer.</p> <p>Or</p> <p>2 Double cabs with Canopy/Tonneau Cover</p> <p>OR</p> <p>4 single Cabs with Canopy /Tonneau Cover</p>	3		
TOTAL				100	
A full proof of ownership must be provided that equipment is owned by your company or the company director or letter of intent for leased equipment					

Functionality 4:

Should only be completed if option E has been selected

Evaluation Criteria		Scoring System		B - Weighing	Tenderer Score
		A - Tender Rating (score 1 to 5)			
A	Company Experience Note: Appointment letters, orders and completion certificates. The following information must be contained in the appointment letter: a. Description b. Value c. Actual Construction period				
	Company/ Entity’s work experience in Minor Retic/ High mast lights/ Streetlights & Traffic lights Projects	3 or more relevant projects within the past 3 years	5	40%	
		2 relevant projects within the past 3 years	3		
		1 relevant project within the past 3 years	1		
		0 relevant projects within the past 3 years	0		
2	Key Personnel	2.1 Site Supervisor		10%	
	Names of various employees occupying the positions must be stated; CV’s, certified ID copies, and certified copies of qualifications must be attached in order to qualify for points and must appear in company organogram.	ORHVS HOV3 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 5 years’ experience in electrical works.	5		
		ORHVS HOV3 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 3-5 years’ experience in electrical works.	3		
		ORHVS HVO3 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 1-2 years’ experience in electrical works.	1		

		ORHVS HVO3 Site Supervisor or No NQF 4 in Electrical Engineering or less than 1 year experience	0	20%		
		2.2 Electrician				
		Trade Test and Three Phase Wiremens license and has more than 3- 5 years’ experience in electrical works.	5			
		Trade Test and Single Phase Wiremens license and has more than 3-5 years’ experience in electrical works.	3			
		No Trade Test and Three-phase or Single-phase wiremens license or no experience above 3 Years.	0			
		LV Construction Certificate	5	10%		
3.	Availability of Plant & Equipment for minor retic/ High mast lights/ Streetlights & Traffic lights projects	Light delivery vehicle (LDV) and an 8-ton crane truck or a cheery picker fully owned and a Valid Crane Load Test Certificate.	5	20%		
		Own and lease either 8-ton crane truck/cheery picker or LDV; (letter of intent to hire from the lessor [owner] of either of the Plant and and a Valid Crane Load Test Certificate.	3			
		Lease all plant and equipment only (letter of intent to hire from the lessor [owner] and a Valid Crane Load Test Certificate.	1			
		No attachments	0			
TOTAL				100		
A full proof of ownership must be provided that equipment is owned by your company or director or letter of intent for leased equipment						

Functionality 5:

Should only be completed if option G has been selected

Evaluation Criteria		Scoring System		B - Weighing	Tenderer Score
		A - Tender Rating (score 1 to 5)			
A	Company Experience				
	Note: Appointment letters, orders and completion certificates. The following information must be contained in the appointment letter:				
	a. Description				
	b. Value				
	c. Actual Construction period				
1	Company/ Entity’s work experience in Supply and Installation of Fencing	3 or more relevant projects within the past 3 years	5	40%	
		2 relevant projects within the past 3 years	3		
		1 relevant project within the past 3 years	1		
		0 relevant projects within the past 3 years	0		
2	Key Personnel Names of various employees occupying the positions must be stated; CV’s, certified ID copies, and certified copies of qualifications must be attached in order to qualify for points and must appear on the company organogram.	2.1 Site Supervisor		20%	
		ORHVS HOV2 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 5 years’ experience in electrical works.	5		
		ORHVS HOV2 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 3-5 years’ experience in electrical works.	3		
		ORHVS HVO2 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 1-2 years’ experience in electrical works.	1		

	Attach a concise CV of key specialist(s) with at least relevant contactable reference(s) for similar work done.	ORHVS HVO2 Site Supervisor or No NQF 4 in Electrical Engineering or less than 1 year experience	0	10%	
		2.2 Installer			
		3-5 years' experience	5		
		1-2 years' experience	3		
		Less than 1 year experience	0		
3.	Test Equipment and Test Report.	Earth Resistance Tester and Test Report	5	15%	
	Availability of Plant & Equipment for fencing project	Light delivery vehicle (LDV) fully owned.	5	15%	
		Light delivery vehicle LDV; (letter of intent to hire from the lessor [owner] of either of vehicle	3		
		No attachments	0		
	TOTAL				100
A full proof of ownership must be provided that equipment is owned by your company or director or letter of intent for leased equipment					

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 Director **Tel (015) 307 8162**, 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 recognized 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 Director: Electrical Engineering Services** or his authorized representative, **Tel. (015) 307 8162**.
- 2.2.3 Any work outside the scope of this technical specifications, carried out without the express instructions of the above or his authorized representative, will not be paid for under the terms of this contract and will be for the account of the contractor.

2.3 COMMUNICATION AND LIAISON

- 2.3.1 A representative from the Municipality will be appointed to supply any necessary information on each required contracted service.

- 2.3.2 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.
- 2.3.3 The Contractor must only proceed with any contracting services upon receipt of the municipality's "Notice to Proceed".
- 2.3.4 The Contractor is also required to maintain efficient communication between himself and all parties concerned.
- 2.3.5 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.

2.4 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 or Engineer 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 Engineer 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 or Engineer 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 above mentioned 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 or Engineer, 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 Engineer to take steps as provided for in the General Conditions of Contract.

The approval by the Engineer 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 Engineer. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

2.5 Inspections and Tests

During manufacture and prior to dispatch of some equipment, the Municipality or Engineer will inspect all Manufacturer's works. Tests specified by the Contractor must be conducted in the presence of the Employer or Engineer, as may be deemed necessary by the Engineer 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 Employer or Engineer detailing when the equipment will be ready for inspection and tests. Unless the Employer or Engineer shall otherwise direct, no equipment shall be delivered unless the Employer or Engineer

has issued to the Contractor, in respect of such equipment, a certificate in the form of a release note certifying that the equipment have passed the tests required and are therefore released for delivery.

2.6 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.

2.7 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 Electrical Contractor shall at his own cost provide suitable protection until these unfavourable site conditions cease to

exist. The Electrical Contractor shall, where requested to do so, submit samples of equipment and material to the Municipality or Engineer for approval prior to installation. The Municipality or Engineer 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.

2.8 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 Employer 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.

2.9 Commissioning and Acceptance

The Contractor shall be responsible to commission all equipment that he will have installed and demonstrate to the Employer and Engineer 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 Employer or Engineer 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 Engineer 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 commence. 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.

2.10 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 Employer, Engineer and the Contractor.

2.11 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

2.11.1 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.

2.11.2 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 Employer or Engineer in writing, may be felled or cleared.

2.11.3 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).

2.11.4 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 Employer or Engineer. The Contractor shall be held fully responsible for the repair of such damage to the satisfaction of the Employer or Engineer. 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 Employer or Engineer so that he can recover such costs from the responsible party. This repair work may only be done on the written instruction from the Employer or Engineer. The contractor shall make provision for a full scan of the area to determine the position of services in the area.

2.11.5 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.

2.11.6 Areas of Specific Importance.

Any area such as Archaeological Sites and Graves or as determined and identified within the project documents 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 dealings 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 Employer or Engineer 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 Employer or Engineer. Where the Contractor is of the opinion that any instruction of the Engineer 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 engineering 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. THE 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
Systems:

: Surge arrestors use in Distribution

: **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 : systems.	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 of electric power cable	: The selection, handling and installation up to 33 kV:
	: Earthing systems: General provisions.
SANS 10198-5 of power cables up to	: The selection, handling and installation 33 kV:
	: Determining of thermal and electrical resistivity of soil.
SANS 10198-12 of power cables up to	: The selection, handling and installation 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 polymericinsulated 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:** Standardized panels.

NRS 031 : Alternating current
disconnections 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 standardtoken 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.

NRS 075 : Mechanical torque shear connectors.

- 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

N.B EVALUATION OF BIDS

The Evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality:

Relevant company experience – 50 Points; Key Personnel Experience – 30 Points; Proof of plant and equipment – 20 Points; Only bidders who achieve a minimum of 70 points or more will be included in the Pool of electrical contractors where should a need arise, electrical contractors will be requested to submit quotations and 80/20 Preference point scoring system will apply, where 80 points will be allocated for price only and 20 Specific goals points scored. The Municipality reserves the right to appoint only 70 service providers, as per the specified criteria.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification (MOV) for specific goals	
Black People	20		CK, CSD report and Certified Identification documentation	Tick
TOTAL	20			

PART G

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.

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

PART H

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* (please circle the applicable one) *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? (Please circle the applicable one)
*YES / NO
3.7.1 If so, furnish particulars.
.....
- 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?
(Please circle the applicable one) *YES / NO
3.8.1 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.

.....
3.9 Have you been in the service of the state for the past twelve months?

(Please circle the applicable one) *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? (Please circle the applicable one) *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? (Please circle the applicable one) *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 I

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{\max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification (MOV) for specific goals	
Black People	20		CK, CSD report and Certified Identification documentation	Tick
TOTAL	20			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition

to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

PART J

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 numberdated.....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.

Description of Service	Price (all applicable taxes included)	Completion date	Minimum threshold for local production and content (if applicable)

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

Signed at on

Name (print)

Signature

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

.....

.....

PART K

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>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

Item	Question	Yes	No
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

.....
Signature

.....
Date

.....
Name of Bidder

Designation

PART L

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Returnable Documents
Checklist On Minimum Requirements

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

No.	Minimum requirements	Tick	Comment if not attached
1.	Complete original bid document		
2.	Proof of payment for tender document, Proof of payment for tender document, including downloaded tender documents (attach receipt) EFT or Manually		
3.	Valid Tax Clearance Certificate or Tax pin		
4.	CK/Company registration certificate showing percentage of shareholders / membership interest		
5.	Certified ID copies of the shareholders appearing in the CK		
6.	Proof of Residence for both company and directors (not older than 03 Months)		
7.	Compulsory briefing session		
8.	Bidders experience appointment letters or orders and further attach completion certificates in relation to the projects signed and stamped by respective institutions		
9.	Key personnel experience and Qualifications		
10.	Proof of Plant and Equipment		
11.	Proof of CIDB Grading: 1EP,1EB,1SQ or Higher		
12.	Contract period: 36 Months (03 Years)		
13.	In case of a Joint Venture, Association or Consortium a formal contract agreement signed by both parties		
14.	Responded as per the scope of work (compliance to specification/ conditions or term of references)		

Company Representative (Name)

Signature