



Inkosi Langalibalele

LOCAL MUNICIPALITY - UMKHANDLU WENDAWO

Inkosi Langalibalele Local Municipality

OSIZWENI ELECTRIFICATION PROJECT

BID NO: ILM 79/17/18

<p>INKOSI LANGALIBALELE LOCAL MUNICIPALITY</p> <p>Civic Building, Victoria Street Escourt P.O. Box 15 3310</p> <p>Name: Mr. Cyril Moodley Telephone: 036 342 7802 Fax : 036 342 5829</p>	<p>Khanyisa Africa Consulting Electrical Eng.</p> <p>635-641 Peter Mokaba Ridge, Overport Tel: 031 2083666 Fax: 031 2083688 Email: Khanyisa@khanyisafrica.co.za</p> <p>KHANYISA AFRICA CONSULTING ELECTRICAL ENGINEERS CC</p> <p><small>Co. Reg. 2003/000528/23 Vat. 4570204174</small></p> 
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<p>Tenderer:</p> <p>Tender Value (Inc. VAT.): R</p> <p>Preference points claimed:</p>
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Initial _____

Company Name: _____

INKOSI LANGALIBALELE LOCAL MUNICIPALITY

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OSIZWENI ELECTRIFICATION PROJECT

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INKOSI LANGALIBALELE LOCAL MUNICIPALITY
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OSIZWENI ELECTRIFICATION PROGRAMME

THE TENDER

Part T1. Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.1.1 Tenderers as per advertisement, are hereby invited for the electrification project for Osizweni 371 connections.

T1.1.2 Tenderers should have a CIDB contractor grading designation of 4EP or higher.

T1.1.3 Tenderers must be registered with the CIDB in an **EP** class of construction works.

T1.1.4 Preferences

T1.1.4.1 Preferences are offered to tenderers for HDI Equity owned, SMME Status, and KZN Based.

T1.1.4.2 Only tenderers who employ staff which satisfy the above requirements are eligible to submit tenders.

T1.1.5 Tender Documents

T1.1.5.1 The physical address for collection of tender documents is:

Inkosi Langalibalele Local Municipality
Office of the Chief Financial Officer
Estcourt
3310

T1.1.5.2 No tender document will be issued at Inkosi Langalibalele Municipality office.

T1.1.5.3 Tender documents will be available as a PDF document as from 14 March 2018 from Inkosi Langalibalele Municipality webpage (www.umtshezi.co.za), which tenderers must print in colour and completed accordingly. Original documents must be submitted, no copies will be accepted.

T1.1.5.4 Queries relating to the issues of these documents may be addressed to:

Mr. Cyril Moodley (Electrical Manager)
Tel No. 036 342 7825, Fax No. 036 352 5103

A compulsory site inspection meeting with representatives of the Employer will take place at:

Inkosi Langalibalele municipal offices on the **22nd March 2018** commencing at **10:00am**.



T1.1.7 The closing time and date for receipt of tenders is **12:00** noon on the **12th April 2018**.
Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders may only be submitted on the tender document that is issued on the webpage.

The adjudication of tenders will be done in accordance with the Inkosi Langalibalele Local Municipality's Supply Chain Management Policy. A copy of the policy is attached in this document.

The Inkosi Langalibalele Local Municipality is not bound to accept the lowest or any Bid and reserves the right to accept the whole or part of a bid.

This tender will be evaluated on the 80/20 preferential procurement policy framework (PPPFA Regulations 2017), notwithstanding that the evaluation will also examine the experience of the tenderer which must be submitted with proof of experience in the form of the "Practical Completion Certificates" or "Final Completion Certificates" of previous projects of similar size and nature.

Total 100 points

(See also Preferencing Schedule)



ADVERTISEMENT



Inkosi Langalibalele
LOCAL MUNICIPALITY, UMSHEZI WENDAWO

INKOSI LANGALIBALELE LOCAL MUNICIPALITY

OSIZWENI ELECTRIFICATION

BID NO: ILM 79/17/18

Bids are hereby invited in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003, from Electrical Contractors for the Electrification Project for Osizweni 371 Connections in Inkosi Langalibalele Municipality

Project Name	Bid No	CIDB	Compulsory Briefing Date	Closing Date
Electrification Project for Osizweni 371 Connections	ILM 79/17/18	4 EP OR HIGHER	22 MARCH 2018	12 APRIL 2018

Tender documents will be available as a PDF document as from 14 March 2018 from the Inkosi Langalibalele Municipality webpage (www.umshezi.co.za), which must be downloaded, printed in colour and completed. Original colour completed documents must be submitted, no copies will be accepted.

A compulsory briefing session to be held at Inkosi Langalibalele Municipality offices, Civic building, Victoria Street, Estcourt on 22 March 2018 at 10:00 AM. Tenderers are to bring Tender Documents for the briefing for signing and stamping of attendance certificate.

This tender will be evaluated on the 80/20 preferential procurement policy framework (PPPFA), notwithstanding that the evaluation will also examine the experience of the tenderer which must be submitted with proof of experience in the form of the "Practical Completion Certificates" or "Final Completion Certificates" of previous projects of similar size and nature.

Tenderers need to score a minimum of 70 % in terms of the "Pre-qualification" before the tender is considered for further evaluation.

Evaluation Criteria

	DESCRIPTION	MAX POINTS
1	Relevant Experience	25
2	Key Personnel Experience	25
3	Construction Plan/Schedule	10
4	Construction Methodology	30
5	Locality	10

This project intends to promote the following in the execution of the contract:

- The use of unemployed men and woman in the unskilled and semi-skilled labour force, with preference being given to local residents.

Tenders are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be placed in a sealed envelope and clearly marked "**Electrification Project for Osizweni 371 Connections**" must be deposited in the Tender box at ground floor, Inkosi Langalibalele Municipality, Victoria Street, Estcourt, 3310 by not later than **12 April 2018 at 12h00 (noon)**, where they will be opened and registered in public.



A preferential point system shall apply whereby this contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Preferential Procurement Policy of Inkosi Langalibalele Local Municipality where 60 points will be allocated in respect of price and 30 points in respect of functionality and 10 points in respect of targeted goals. Tenderers shall have the necessary skills, experience and capacity to perform the required work.

Only Eskom Database registered service providers will be considered for this project.

Inkosi Langalibalele Local Municipality reserves the right not to award to the lowest or any tenderer
No telegraphic or late tenders will be accepted.

Tenderer's attention is specially drawn to the provisions of the bid rules which are included in the bid document and as follows:

- Inkosi Langalibalele Municipality Supply Chain Management policy will apply;
- Tenders which are late will not be accepted;
- Tenders will be valid for a period of 90 days.
- Tenders must only be submitted on the documentation provided by the Municipality (original document).
- An original valid tax clearance certificate of a company must be submitted with the bid document.
- An original current account in terms of water and electricity/rates and taxes obtainable from any local municipality must be submitted with the bid document.
- Certified copies of identities document of directors and owners of the company must be submitted with the bid document.
- Failure to comply with these conditions will result in immediate disqualification of the proposals.

Enquiries on this advert should be directed to: The SCM Department Mr S Memela or Mr V Mbatha **on 036 342 7800** during office hours.

Notice: 12/2018

The INKOSI LANGALIBALELE Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept a bid in whole or any part. The municipality further reserves the right not to award this bid.

MR P.S. MKHIZE
MUNICIPAL MANAGER

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Standard Conditions of Tender

T1.2.2 Tender Data Information

The following information is based on the Standard Conditions of Tender and refers to the relevant clauses of the Standard Conditions of Tender.

F1. General

Clause

F.1.2 The tender documents issued by the Employer comprise:

Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data

Part T2: Returnable Documents

- T2.1 List of returnable documents and Returnable schedules

Part C1: Agreements and Contract Data

- C1.1 Form of offer and acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Adjudicator's appointment

Part C2: Pricing data

- C2.1 Pricing instructions
- C2.2 Activity schedules / Bills of Quantities

Part C3: Scope of work

- C3 Scope of work

Part C4: Site information

- C4 Site information



F.1.4 **Communication and Employer's Agent**

The Employer's Agent is:

Name: Khanyisa Africa Consulting

Address: 635-641 Peter Mokaba Ridge. Overport

Tel No: 031 208 3666

Fax No: 031 208 3688

E-Mail: Khanyisa@khanyisafrica.co.za

F2.1 Eligibility.

F2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

- a) Contractor who are registered with the Companies and Intellectual Property Commission (CIPC), Inkosi Langalibalele municipality Data Base, Eskom Data Base or are capable of being so registered prior to the evaluation of the submissions in the Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a EP class of construction works.

F2.7 Compulsory Site Visit and Clarification Meeting:

Date: 22 March 2018

Place: Inkosi Langalibalele Municipality

Venue: Municipal Offices

Time: 10:00 am.

F2.13.5 **The Employer's Address:**

Inkosi Langalibalele Local Municipality
Civic Building, Victoria Street
P.O. Box 15
Escourt
3310

Location of Tender Box:

Inkosi Langalibalele Municipal Offices
Civic Building, Victoria Street
Escourt

Identification Details:

Tender No.: ILM79/17/18

Contract No:

Description of Project: **Electrification Project for Osizweni 371 connections**

F2.15.1 Closing Time

Closing Date: **12 April 2018**

Closing Time: **12:00 noon**

F2.16 Tender Offer Validity:

56 Calendar Days from Closing Date.

F2.23 Certificates.

The following certificates need to be included in the Tender:

- a) An original valid SARS (or Code) and or VAT Clearance Certificate issued by the South African Revenue Services;
- b) A CIPC Certificate of Contractor Registration.

F3.4.1 Opening of Tender Submissions

The time and location for opening of tender offers are:

Time: 10:00

Local: Inkosi Langalibalele Library Hall

F2.23 A one-envelope procedure will be used.

F3.11.1 The procedure for the evaluation of responsive tender offers is Method 2.

F3.11.3 Up to 10 tender evaluation points (W_1) will be awarded to Tenders who complete the Preferencing Schedule and who are found to be eligible for the preference claimed.

F3.11.6.1 **The value of (W_1) used in the formula for scoring financial offers is 90.**

F3.18 The number of copies of the signed tender document/s to be provided by the employer is 1 (one).



INKOSI LANGALIBALELE LOCAL MUNICIPALITY

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OSIZWENI ELECTRIFICATION PROJECT

PART T2

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

T2.1.1 Returnable Schedules required for tender evaluation purposes:

- a) Schedule A - Certificate for authority of companies
- b) Schedule B - Record of Addenda to tender documents
- c) Schedule C - Compulsory Enterprise Questionnaire
- d) Schedule D – Preferences
- e) Schedule E- MBD Forms

T2.1.2 Other documents required for tender evaluation purposes:

- a) Proof of registration on the Inkosi Langalibalele municipality data base.
- b) Tax Clearance Certificate/s
- c) CIPC Registration Certificate/s

T2.1.3 Returnable Schedules that will be incorporated into the contract

- a) Schedule F - Proposed Subcontractors
- b) Schedule G - Plant and Equipment
- c) Schedule H - Tenderer's Experience
- d) Schedule I – Tenderer's Key Personnel

T2.1.4 Other documents that will be incorporated into the contract

- a) Schedule J– Amendments and Qualifications as part of the Schedule of Deviations in the Form of Acceptance

SCHEDULE A - CERTIFICATE OF AUTHORITY FOR COMPANIES

This Returnable Schedule is to be completed by companies and close corporations.

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	C Joint Venture	E Close Corporation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for company

I,, managing director of the board of directors of, hereby confirm that by resolution of the board taken on _____ 20____, Mr/Ms/Mrs/Miss, has been duly authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:-

- 1.....
Managing director/Member
- 2.....
Date

B. Certificate for Joint Venture

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY



C. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
hereby authorize Mr/Ms/Mrs/Miss, to sign all
 documents in connection with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

SCHEDULE B -RECORD OF ADDENDA TO TENDER DOCUMENTS

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



3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



SCHEDULE C - COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIPC registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary



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

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

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name



SCHEDULE D – PREFERENCES

1. PREFERENCING SCHEDULE WHERE PREFERENCES ARE GRANTED IN RESPECT OF TARGETED ENTERPRISES

1.1 Definitions of Targeted Enterprises

The following definitions shall apply to this schedule:

“Small, Medium and Micro Enterprises (SMME’s)” bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No 102 of 1996).

0 points for a firm with an annual turnover of more than R20m

1 point for a firm with an annual turnover of R5m to R20m

2 points for a firm with an annual turnover of R2m to R5m

3 points for a firm with an annual turnover of R2m or less

1.2. Conditions associated with the granting of preferences

The tenderer, who being a Targeted Enterprise undertakes to:

1.2.1 not subcontract more than 25% of the Contract Price to non-Targeted Enterprises;

1.2.1 remain a Targeted Enterprise for the duration of the Contract;

1.2.3 accept the sanctions set out in Section 3 below should conditions 2.1 or 2.2 be breached;

1.2.4 complete the Tender Preference Claim Form contained in Section 4 below; and

1.2.5 complete a Targeted Declaration Affidavit and submit this with the tender.

1.3. Sanctions relating to breaches of preferencing conditions

The sanctions for breaching the preferencing conditions are:

1.3.1 termination of the Contract; or

1.3.2 a financial penalty payable to the Employer equal to 1,50 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of VAT, divided by 100.

1.4. Tender preference claim in respect of enterprise status or structure of the tendering entity

I/we apply on behalf of my/our firm for the following preference:

Category of Targeted Enterprise	Tender evaluation points)	Preference claimed for Targeted Enterprise status
<i>R2m or less</i>	<i>3</i>	
<i>R2m to R5m</i>	<i>2</i>	
<i>R5m to R20m</i>	<i>1</i>	
<i>R20m or more</i>	<i>0</i>	

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

Signature :



2. PREFERENCING SCHEDULE WHERE PREFERENCES ARE GRANTED IN RESPECT OF HDI EQUITY

2.1. Definitions

The following definitions shall apply to this schedule:

In these regulations, unless the context indicates otherwise, a word or expression to which a meaning has been assigned in the Act bear the same meaning, and

2.1.1 "Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

2.1.2 "Agent" means a person mandated by another person ("the principal") to do business for and on behalf of, or to represent in a business transaction, the principal, and thereby acquire rights for the principal against an organ of state and incur obligations binding the principal in favor of an organ of state.

2.1.3 "Comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

2.1.4 "Consortium or Joint Venture" 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.

2.1.5 "Contract" means the agreement that results from the acceptance of a tender by an organ of state.

2.1.6 "Disability" means, in respect of a person, a permanent or prolonged impairment of a physical, intellectual or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.1.7 "Firm price" is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

2.1.8 "Historically Disadvantaged Individual (HDI)" means a South African citizen

2.1.8.1 who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (the Interim Constitution"), or

2.1.8.2 who is a female, or

2.1.8.3 who has a disability:

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

2.1.9 "Management" in relation to an enterprise or business, means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated and whether or not that person is a director.



2.1.10“Non-firm prices” means all prices other than “firm” prices.

2.1.11“Person” includes reference to a juristic person.

2.1.12“Rand value” means the total estimated value of a contract in Rand denomination which is calculated at the time of tender invitations and includes all applicable taxes and excise duties.

2.1.13“Small, Medium and Micro Enterprises (SMME’s)” bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No 102 of 1996).

2.1.14“Sub-contracting” means the primary contractor’s assigning or leasing or making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.1.15“Tender” means a written offer or bid in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.

2.1.16 “Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

2.1.17“Trustees” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2.2. GENERAL CONDITIONS

2.2.1 Only a Tenderer who has completed and signed the Declaration part of the tender document may be considered for preference points.

2.2.2 An organ of state may, before a tender is adjudicated or at any time, require a Tenderer to substantiate claims it has made with regard to preference.

2.2.3 An organ of state must, when calculating comparative prices, take into account any discounts which have been offered unconditionally.

2.2.4 A discount which has been offered conditionally must, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

2.2.5 In the event that different prices are tendered for different periods of a contract, the price of each period must be regarded as a firm price if it conforms to the definition of a “firm price”.

2.2.6 Points scored must be rounded off to the nearest 2 decimals.

2.2.7 In the event that two or more tenders have equal total points scored, the successful tender must be the one scoring the highest number of preference points for specified goals.

2.2.8 Preference points stipulated in respect of a tender must include preference points for equity ownership by an HDI.

2.2.9 The equity ownership contemplated in sub-item 2.8 must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company’s shares that are owned by individuals, who are actively involved in the



management of the enterprise of business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

- 2.2.10 In the event that the percentage of ownership contemplated in sub-item 2.9 changes after the closing date of the tender, the Tenderer must notify the relevant organ of state and such Tenderer will not be eligible for any preference points.
- 2.2.11 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- 2.2.12 Subject to sub-item 2.2.8, 2.2.9, 2.2.10 and 2.2.11, all claims made for equity ownership by an HDI must be considered according to the following criteria:
- a) Equity within companies must be based on the percentage of equity ownership;
 - b) Preference points may not be awarded to public companies and tertiary institutions;
- 2.2.13 Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- 2.2.14 Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-item 2.13 must be submitted to the relevant organ of state.
- 2.2.15 A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- 2.2.16 The numbers of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- 2.2.17 The points contemplated in sub-item 2.16 must be added to the points scored for price, in order to establish the total number of points scored.
- 2.2.18 Subject to items 2.16 and 2.17, the contract must be awarded to the tender who scores the highest points.
- 2.2.19 A person, awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

2.3. PENALTIES

- 2.3.1 An organ of state must, upon detecting that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the contract, act against the person awarded the contract.
- 2.3.2 An organ of state may, in addition to any other remedy it may have against the person contemplated in sub-item 3.1-
- a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - b) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;



- c) impose a financial penalty payable to the Employer equal to 1,50 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price, exclusive of VAT, divided by 100
- d) restrict the contractor, its shareholders and directors from obtaining business from any organ of state for a period not exceeding 10 years.

2.4. Declaration with regard to equity ownership

2.4.1 How long has the Company been in existence?

2.4.2 Describe principal business activities:

.....

2.4.3 How many permanent staff members does the tenderer employ?

List all shareholders by name, identity number, citizenship, PDI status, ownership, as relevant

NAME	IDENTITY NUMBER	CITIZEN-SHIP	PDI YES/NO	DATE OF OWNER-SHIP	% OWNED BY PDI'S	% OWNED BY WOMEN

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

PDI Preference claimed:

EP₁ =%

Signature:



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.

- 2.1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.2 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 valid 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.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
4. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
5. 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.



DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1



of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company



have any interest in any other related companies or
business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....



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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



Initial _____

Company Name: _____

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 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

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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



4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

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

6.1. B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:



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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm:.....

8.2. VAT registration number:.....

8.3. Company registration number:.....

8.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7. MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....



8.8. Total number of years the company/firm has been in business:.....

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

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

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.



1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

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

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.



- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



FORM OF TENDER

To: Municipal Manager
 Inkosi Langalibalele Local Municipality
 P.O. Box 15
 Estcourt
 3310

- 1) I/We hereby tender to supply and deliver in consignments as and when ordered by the Council at prices quoted on Annexure A,B an C of the Schedule of Quantities, all or any of the supplies and/or render all or any of the services described in the attached documents to the Inkosi Langalibalele Municipality on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at prices and on the terms regarding time for delivery and/or execution inserted therein.

- 2) I/We agree that:
 - a. The offer herein shall remain binding upon me/us and open for acceptance by the Inkosi Langalibalele Municipality during the validity period indicated and calculated from the closing time of the tender;

 - b. This tender and its acceptance shall be subject to the terms and conditions contained in the Preference Certificate;

 - c. If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favorable tender. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;

 - d. If my/our tender is accepted the accepted amount may be communicated to me/us by letter or order by ordinary post or registered post and that the S A Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to S A Post Office Ltd shall be treated as delivery to me/us;

 - e. I/we understand that the Council is not bound to accept the lowest or any tender and also reserves the right to divide the contract between one or more tenderers;

 - f. This tender, together with Council’s written acceptance thereof, shall constitute a binding contract between us;

 - g. That this contract or part thereof shall not be ceded;



- h. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose Domicilium citandi et executandi in the Republic at (full address of this place):

- 3) I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender, 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/own risk.

- a. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the fulfillment of this contract.

- b. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to sentence of judgment which may be pronounced against me/us as a result of such action.

- c. Are you duly authorized to sign the tender?

YES	NO
-----	----

- d. Has the Declaration of interest been duly completed and included with the other tender forms?

YES	NO
-----	----



DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury’s website, www.treasury.gov.za , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	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:		
Item Question		Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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:		



MBD 9 (CERTIFICATE OF INDEPENDENT BID DETERMINATION)

[The Tender shall complete and sign the MBD 9 schedule. Failure to complete and sign will invalidate the tender]

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Institution)

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

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

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



- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



BBBEE VERIFICATION CERTIFICATE

[The Tender shall attach a valid original or a certificated copy of the BBBEE Verification Certificate. Failure to submit the certificate will result in a score of zero points]

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.



SCHEDULE F – PROPOSED SUBCONTRACTORS

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer



SCHEDULE G - PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



SCHEDULE H - TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed

Date

Name

Position

Tenderer



INKOSI LANGALIBALELE LOCAL MUNICIPALITY

.....
OSIZWENI ELECTRIFICATION PROJECT

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **ELECTRIFICATION PROJECT FOR OSIZWENI 371 CONNECTIONS.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....
..... Rand (in words);

R (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature Date

Name

Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witnesses 1.....

2.....



Schedule of Deviations

1 Subject
Details
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.....
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2 Subject
Details
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3 Subject
Details
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4 Subject
Details
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5 Subject
Details
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By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

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



Initial _____

Company Name: _____

C.1.2 GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

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 goods 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 goods 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 “Supplier”	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
1.26 “Tort”	means in breach of contract.
1.27 “Turnkey”	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
1.28 “Written” or “in writing”	means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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 so 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 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 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.



6.2 When a supplier developed documentation / projects for the municipality /municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

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

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods



forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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.

12. Transportation

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

13. Incidental Services

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

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

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

15. Warranty

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

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

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 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, 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.

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.

17. Prices

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 20% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

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 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 goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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**

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 judgement 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 supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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 Bid 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. Antidumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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

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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

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

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

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 SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 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.

35.2 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 section 59 of the Competition Act No 89 of 1998.

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



INKOSI LANGALIBALELE LOCAL MUNICIPALITY

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OSIZWENI ELECTRIFICATION PROJECT

C1.3 CONTRACT DATA

The General Conditions of Contract for Construction Works (2004) published by the South African Institution of Electrical and Mechanical Engineering, First Edition, Fourth Print, is applicable to this contract.

Copies of these General Conditions of Contract may be obtained from the South African Institution of Electrical and Mechanical Engineering:

*Hampton Park North,
20 Georgian Crescent,
Bryanston.*

*PO Box 68482,
Bryanston
2021*

Tel: 011-463 2022

Fax: 011-4637383



C1.2.2 CONTRACT SPECIFIC DATA.

REFERENCE TO:	CLAUSE.	INFORMATION.
Contractor.	1.1.8	
Employer.	1.1.14	Inkosi Langalibalele Local Municipality
	1.2.2	P.O. Box 15, Civic Building, Victoria Street, Estcourt, 3310
Year end break	1.6	Specific Dates as necessitated by the project duration.
Contract Guarantee	7.1	Within 14 days of the Commencement Date
Guarantee Sum	7.1	R (As discussed with Employer)
Commencement of Works	10.1	Within 14 days of Commencement Date
Programme of Works	12.2	Within 14 days of Commencement Date
Insurances	35.1.1.2.2	R0-00
	35.1.1.2.3	R0-00
Limit of indemnity	35.1.3	R2 000 000 per claim, claims unlimited
Other Insurances	35.1.4	R0-00
Daywork percentages	37.2.2.3	15%
Special non-working days	38.1	All public holidays (discuss first with Employer)
Time for Completion	42.1	6 Months from Commencement Date EXCLUDING YEAR END BREAK/S
Penalty for Delay	43.1	R5 000 per day
Contract Price Adjustment	46.2	The following values for the different factors are to be used: Fixed Price Contract
Special Materials	46.3	
Materials on Site	49.1.5	70% (upon confirmation of prove of invoice)
Retention Money	49.3	5% with a limit of R.....
Retention Guarantee	49.6	A Retention Guarantee is compulsory for the defects liability period
Defects Liability Period	53.1	12 Months
Dispute Resolution	58.3, 58.4 & 58.5	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms

.....
TENDERER



INKOSI LANGALIBALELE LOCAL MUNICIPALITY

OSIZWENI ELECTRIFICATION PROJECT

C1.4 Form of Guarantee

Contract No

WHEREAS the Inkosi Langalibalele Local Municipality (hereinafter referred to as the Employer”) entered into, a Contract with:

.....
(hereinafter called “the Contactor”) on the day of20.....,
for the electrification of 371 connections in Osizweni within Inkosi Langalibalele Local Municipality.

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of such Contract by the Contractor;

AND WHEREAS has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....Rand (in words); R (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.



7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20

Signature

Duly authorized to sign on behalf of

Address

.....

.....

As witnesses:

1

2



C2 : PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SABS 1200 Standardized Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, General.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities,

4. and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)



5. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
6. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
7. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
8. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
9. Short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
11. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI filled in against every item so designated. The works, or parts of the work so designated are to be constructed using labour-intensive methods only.



OHS MANDATORY FORM

EMPLOYER'S HEALTH AND SAFETY REQUIREMENTS

In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Subcontractors and mandataries with:

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and
- The health and safety plan prepared by the *Contractor* in accordance with the SHEQ Requirements.

(The OHSA and the *Municipality* Regulations are collectively referred to as the "SHEQ Requirements".)

The *Contractor*, at all times, considers itself to be the "Employer" for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Subcontractors and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

The *Contractor* ensures that all statutory appointments and appointments required by any *Municipality* Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.

The *Employer*, or any person appointed by the *Employer*, may, at any stage during the currency of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*;
- refuse any employee, Subcontractor or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- issues the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the *Project Manager*.

The *Contractor* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the *Municipality* Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Subcontractors or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant *Municipality* Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.



The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the Contractor's employees, agents or Subcontractors, to the extent permitted by the OHSA.

The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Subcontractors and/or mandataries to comply with their obligations in terms of this clause 18, and/or the failure of the *Employer* to procure the compliance by the *Contractor* , its employees, agents, Subcontractors and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.

HEALTH & SAFETY PLAN:

It is mandatory for the Principal Contractor to submit a Health & Safety Plan to the Employer (client) / Agent. The Employer/Agent will discuss and negotiate with the Principal Contractor the contents of the Health & Safety Plan contemplated in 5(1) of the Construction Regulations and thereafter finally approve the Health & Safety Plan for implementation.

The Principal Contractor must forward their Health & Safety Plan to the Employer's Representative (Programme / Project Manager) within two weeks of contract award or as soon as practically possible after contract award. No construction work to commence without the prior approval of the Health & Safety Plan.

Any changes to the Contractor's submitted Health & Safety Plan will not result in a compensation event or changes to the contract value.



C2.2 BILL OF QUANTITIES

General Notes

This Bill of Quantities forms part of and must be read in conjunction with the specification and must be submitted, dully completed in the closing date of tenders.

Tenderers must complete the Bill if Quantities and detail the unit rate and amount of each item.

The Total shall constitute the tender price for adjudication.

Tenderes are advised to check their item extension and total addition an arithmetical errors occurring in the price Bill of Quantities cannot be considered as having an effect on the amount.

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made it will not be recognized and the original wording of the Bill of Quantities will be adhered to. The use of Tippex or similar adjectives will not be accepted.

The Employer reserves the right to adjust any individual price and rectify any discrepancy in the Bill of Quantities whilst the total price as quoted remains unaltered.

The Employer reserves the right to increase or decrease the extent of the Contract Works with restraint on total value of variations issued, by issuing written variation instructions to omit or add, as may be required, the supply and/or installation of any item of equipment or work whether listed in the Bill of Quantities or not, and without affecting the unit cost rates indicated in the Bill of Quantities or Provisional and General items

The unit prices quoted in the Bill of Quantities must include for such small installation material such as nuts, bolts, nails, saddles, screws, etc. as are required for the satisfactory completion of the installation in accordance with the Specification.

Tenderers may not include the costs of the items of Bill No. 1 in the unit rates for items in the remainder of the Bill of Quantities. Bill No. 1 is to be completed as indicated. Failure to comply will result in the consultant arbitrarily adjusting rates to exclude Provisional and General Costs.

Unless otherwise indicated in the Bill of Quantities, Bill No. 1 shall be a fixed amount and shall not be subject to adjustment in the event of variations to the Contract or extensions to the Contract period.

The total for each page of each Bill is to be carried forward to the collection page at the end of each Bill.

The total for cost for each Bill must be carried forward to the summary as indicated, from which a total cost shall be obtained which in turn be transferred to the Form of tender.

Where Tenderers wish to qualify their tenders or offer alternatives, the qualifications and/or alternatives shall be separately detailed, shall refer to the Specification clause, drawing number or item in the bill, shall be priced as an addition or omission to the Total Tender Price and must be submitted with the complete Tender Documents.

Where alternative prices for gear of different manufacture are quoted the alternative prices must be furnished separately to the Bill of Quantities and must refer to the relevant item in the Bill of Quantities

P.C., provisional and contingency allowance, item and sums shall be expended as directed by the engineer and any balance remaining shall be deducted from the amount of the Contract sum. Tenders may not regard any unspent monies as form part of the Contract value.

Variation Instruction No.1 will be issued after award of the Contract to omit all P.C., provision and contingency sums/allowances from the Contract and authorized Contract value.



Variation work as well as the items described above shall be measured as executed and paid for according to unit price in the Bill of Quantities. Where unit price are not available, the work will be priced in conjunction with the engineer.

Unless otherwise specified in the Bill of Quantities, all items are to be priced on the basis of supply, delivery, offload, installation, connection, testing and commissioning.

All prices are to be exclusive of VAT, but inclusive of import duties, surcharges, commissions to third parties, etc., where applicable. The foregoing items as well as the Contractors handling and profit markup is not to be separately details and must be included in the cost rates.

Unless otherwise stated, all measurements are net in accordance with the drawing and allowance has been made for wastage.

The quantities given in the Bill for cable, cable markers, and earth wire lay with cables, overhead conductors, overhead earth wires and excavations are subject to measurements on site after completion of the services and adjustments will be made according to the unit rates in the Bill.

All other quantities will not be re-measured on site.

In the event of discrepancies between the drawing, specifications and Bill of Quantities, the consultant shall decide whether the work as executed shall be measured on site or whether re-measurement shall be effected from the working drawings only.

Notwithstanding anything to the contrary, the lengths of cables, conductors, etc. as given in the bills of Quantities have been measured from scaled drawing and therefore the Contractor must verify the actual lengths on site before ordering as no payment will be made for excess or incorrectly cut cable wire etc. before or after completion of the work. Any allowance for wastage and off-cuts must be included in the unit rates. The final measurements shall be based on the net route length of the cable, overhead lines and conductors concerned.

In the event that tenderers disagree with the measured quantities, the tender should be qualified accordingly, listing the items and quantities in question.



****TO MINIMIZE ERRORS, AN ELECTRONIC BILL OF QUANTITIES WILL BE E-MAILED TO ALL BIDDERS****



Initial _____

Company Name: _____

C3 SCOPE OF WORK

WORKS INFORMATION

The scope of work covers the electrification of 371 service connections in Osizweni area within Inkosi Langalibalele Local Municipality jurisdiction. The service connections are to constitute of MV/LV overhead and or underground cable electrical infrastructure installation as per the design drawing.

PROJECT SPECIFICATIONS

1. Description of the works
 2. Work to be performed by the Contractor for works
 3. Work and thins for the works supplied by the Employer
 4. Programme
 5. Completion
 6. Quality management
 7. Safety management
 8. Environmental management
 9. Site services and procedures
 10. Restrictions applicable to the Contractor
 11. Title to site materials
 12. Specifications
-



1. DESCRIPTION OF WORKS

The works includes the supply of labour, transport, supervision, plant, equipment and consumables to undertake the construction of the following as per approved design:

- MV overhead cable including the installation, earthing and connection of pole mount transformers as required/specified, and connecting to existing network.
- LV overhead the installation, earthing, connections to pole mount transformers, CDU's and the installation of fuse units.
- Erection and Laying of MV and LV overhead conductors and underground cable.
- The testing and commissioning of the entire works.
- The provision of acceptable marked up "as-built" drawings, compliance and hand over procedure.
- The handing over the works in a working order with all the necessary administration and registering of all networks to Inkosi Langalibalele Local Municipality.
- The completion of all the necessary administration work in providing the works (planning, Survey, Project Engineering).

2. SCOPE OF WORK SUMMARY

- Build new 3.968km of MV Fox 3phase route length in delta structures as per latest Eskom Standards and Specifications,
- Install 9 new transformers 9 x 100kVA 6.6/11kV/420V),
- String new 10.38km of 35mm² three phase LV ABC all in insulated neutral conductor,
- String 8.55km of 10mm² 2C airdac service cable, and 8km of 16mm² 2C ECC cable connected to,
- 125 x 2-way and 44 x 5-way pole top boxes, **with the 2-way boxes supplied by the municipality**,
- Install 371 split meter type with RF controls with suitable bases,
Label all equipment and house service connections as per Design drawing and Single-Line Diagram, as per Inkosi Langalibalele Standards and Specifications.

Note: The Contractor is responsible for all arrangements and interface with Inkosi Langalibalele Local Municipality Electricity Department.

3. WORK TO BE PERFORMED BY THE CONTRACTOR FOR THE WORKS SCOPE

3.1. General Principles

In an effort to meet future demands that will be placed on this region in terms of electrification, new techniques and technology will have to be applied in order to electrify increasing numbers of customers as required.

3.2. Outline of work required

- a) Community liaison
- b) Installation
- c) Commissioning
- d) Hand over

3.3. Statutory requirements and Standards

All activities shall comply with the statutory requirements and where possible within the ambit of the relevant guidelines, inter alia:

- a) The Occupational Health and safety (OHS) Act 85 of 1993
- b) The principles of the Distribution Standards.
- c) The requirements of the relevant standards in force at the time of tender i.e. Distribution standards.

The Contractor is to note that should shortcomings appear in the standards\bay-Law, these are to be highlighted, and proposals offered, and allowances for changes based on the proposals are to be included in the tender.

3.4. Material

All the materials offered/used are to conform to Inkosi Langalibalele Local municipality and they are to be procured from approved suppliers and shall be new and of the best quality.

Materials options will be determined in accordance with the Inkosi Langalibalele municipality standard packages. Where specific site circumstances require non-standard material application and / or due to shortcomings of the standard package, the designer contractor shall develop "ad hoc" packages and submit these to **Inkosi Langalibalele municipality** for approval before implementation.

It must be noted that some materials (e.g Transformers and prepaid meters) may be made "Free-Issue" by Inkosi Langalibalele Municipality, and for such materials, handling fee is to be supplied by tenderers.

3.5. Marked Conductor\Cables

- Only Inkosi Langalibalele municipality Approved Supplier/Manufacturer supplied conductor\cable to be used on this project.
- Inkosi Langalibalele Local Municipality will maintain ownership of the marked conductor\cables at all the time.
- The contractor provides for the necessary transport arrangement to deliver conductor\cable to site.
- The contractor arranges for returning unused conductor\cable to the supplier (Inkosi Langalibalele Local Municipality), should there be any.

3.6. Earthing

The *Contractor* will be responsible for ensuring that soil resistivity tests are carried out.

3.7. Clearances and shared structures

As per Inkosi Langalibalele Local Municipality Code of Practice and the OHS Act.

3.8. Equipment

The Contractor is to ensure that equipments are uncluttered and that working clearances are maintained with regard to the amount of equipment installed and shall ensure that provision is made for safe and easy operational practice. This is especially pertinent to transformers, mini-sub, CDU's, laying of cables, streetlights, etc. Equipment must not be positioned in properties or crouching with other services. In addition, Medium Voltage and Low Voltage routes are to be as straight and simple as possible. Correct depth techniques are to be used.

3.10. Site Visits

A site diary will be signed by all personnel visiting the site. Deviations will be reported to the *Project Manager*.

3.11. Connections

As per issued design drawing for this contract.

3.12. Sample infrastructure Installation

As per Inkosi Langalibalele municipality Distribution Standards and Requirements.

3.13. Customer Management Systems

As per Inkosi Langalibalele municipality.

3.14. 2018 Specification for “AS- BUILT” Plans

Standards

This standard is to facilitate the maintenance of the reticulation system and to ensure the accuracy of the information extracted

a) Consultants will provide:

- One hard copy set showing design layout (3 x A0 size sheets).

The layout will show plot or interpreted plot boundaries, plot or dwelling numbers, roads, lands, etc.

NOTE: Some services i.e. Telkom lines or pipelines may be shown on the plans. These services must be considered incomplete and the Tenderer must verify the services indicated. Any damage to any services during the contract is for the *Contractor's* account.

b) The Inkosi Langalibalele Local Municipality layout file is to be used as a reference file. The reticulation design is to be created on a separate design file and attached to the layout file. (Overlaid). Also,

- The sheet border must be attached as a reference file only. Details within the title block must be added.

3.15. Community Involvement

Generally

In all Inkosi Langalibalele Local Municipality activities (electrification, etc.), the Municipality involves the community, be it for prioritizing, identifying projects, advice or information.

The community involvement system must be understood and accepted by the Contractor.

In any activity whatsoever the community by way of its structure should be notified and involved.

Implementation

- Promotion of community participation
- Retention directly and indirectly of a significant portion of capital expenditure within the community.
- Development of local entrepreneurs (Contractors)
- Transfer of administrative, managerial and commercial skills.

3.16. Excavation

Due to excavations being entirely the Contractors risk, Contractors must make themselves fully aware of the soil conditions during the Tendering phase.

Contractors are advised to obtain as much information as possible regarding the soil structure in this area, as no claims will be entertained should excavations prove to be more difficult than what Contractors allowed for in their Tender Submission.

3.17. Material

- All material received shall be neatly stored in clearly defined areas to facilitate checking of quantities and quality. Receipt slips shall be forwarded to the consultant on collection and a record shall be kept on contractor's custody of the total quantities of materials received. Such records will be subject to audit by Employer Agent. The Employer Agent will not be held responsible for any construction delays resulting from loss of materials.
- All surplus, including off-cuts of phase and earth conductors\cable shall be collected by the Contractor on completion of each scheme and returned to Employer's Operational Store
- Loss, theft or damage to material shall be for the account of the Contractor.
- The Contractor shall have no claim against Employer in respect of delay and disorganization of work due to late deliveries of materials.
- It is the Contractors responsibility to ensure that delays in deliveries of materials are brought to the notice of Employer Agent Project Manager immediately
- The Contractor shall maintain a record of material receipts, on hand and where used at the storage premises at all times.
- The Employer Agent Project Manager shall be allowed free access to audit and inspect such site stores.
- The Contractor shall ensure that all materials required for the completion of this Works, shall be timeously ordered and delivered.
- No person shall be allowed or permitted access to the material storage area without the written consent of the Project manager.
- The Contractor shall not release any material received by this store to any person, including Employer personnel, without the written permission of the Project Manager. In the event of such permission being granted, date, time, quantity and recipient shall be noted, and signed for the person removing the material.

3.18. PROGRAMME, PLANNING, REPORTING & MEETINGS

The Contractor shall submit a programme in the form of an activity schedule, which itemizes the Works and indicates the Rand value and the duration/ completion of each activity.

Report Requirements:



A weekly progress report containing:

- Performance to date
- Problems experienced
- Priorities for the following weeks
- Corrective actions necessary and needed

Has to be sent to the Employer's Agent.

The following feedback is also required by the above-mentioned responsible person:

- Physical progress and Material reconciliation on all aspects of the project every Thursday before 10H00

Meetings:

It is envisaged that the Contractor will be attending the following meetings:

<u>Meeting</u>	<u>Frequency</u>
Site Inspection (with invited tenderers)	once
Site Meetings	once a week
Project Close out Meeting	once

Recording of Tests/ Compliancing/Safety Data:

As required by Inkosi Langalibalele Local Municipality.

The format and definitions will be discussed with you by the Project Manager.

3.19. COMPLETION

The Contractual Completion Date will only be achieved when the as-built drawings are accepted and approved by Inkosi Langalibalele Local Municipality, and all customer data sheets (PCS file) and related documents have been successfully up loaded on the Inkosi Langalibalele municipality Customer Data System.

The Contractor must submit marked up drawings to Consultants, who will compile and submit the as-built drawings to Inkosi Langalibalele Local Municipality for approval.

The Contractor is to liaise with the Consultant with regards to approval of as-builts.

3.20. QUALITY MANAGEMENT

Inkosi Langalibalele municipality Distribution and or Inkosi Langalibalele Local Municipality Quality requirements for the implementation of a Quality System to be in accordance with the design and project specifications.

3.21. SAFETY

As per Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA");.

3.22. ENVIRONMENTAL MANAGEMENT

Environmental Management to be in accordance with Inkosi Langalibalele Local Municipality policy / procedure:

Environmental Management issues to be referred and co-ordinated through Inkosi Langalibalele Local Municipality Environmental Department

3.23. SITE SERVICES & PROCEDURES

The Contractor is to provide everything necessary for the proper and timeous completion of the project.

- The standard documents listed below form part of the contract:

Ref.	Rev	Title
		Safety at Construction: Requirements to be met by <i>Contractors</i>
		Fire Prevention and Protection of <i>Contractor's</i> Premises on <i>New Works Sites</i>
		The Management of construction, commissioning and handing over of Transmission Projects HV Regulations for HV Systems
		Occupational Health and safety requirements to be met by <i>Contractor and Sub-Contractor</i>

- The switching of all MV feeders shall be performed by Inkosi Langalibalele Municipality. Written notifications shall be given to the appropriate depot supervisor as required. The Contractor shall not be allowed to perform LV switching, as Inkosi Langalibalele municipality would do the switching.
- Whenever it may be required to de-energise any approved portion of the electrical network during the course of the contract, the Contractor shall notify Inkosi Langalibalele municipality Customer Services to post notices to that effect in terms of the relevant regulations. The minimum requirement shall be as per Inkosi Langalibalele Local Municipality requirements.

Each section affected by the proposed power outage shall be notified by means of suitable notices fixed to the wooden electrical network poles. The notices shall be as per Inkosi Langalibalele municipality specification backing board.

The following minimum information shall be required on the notice:

The above notices shall also be placed at points of community gatherings in the appropriate area, e.g. Beer Halls, Shops Schools, Bus Stops, etc.

The Contractor shall be required to give notice of the intended power interruptions at least as required by Inkosi Langalibalele Local Municipality. Notices shall be removed immediately on conclusion of the Contractors work in the relevant area.

The Contractor shall in accordance with his intended construction Programme determine how many notices will be required at any one time and shall make allowance in this regard. No claim for extra costs whatsoever shall be entertained after the award of the tender.

3.24. RESTRICTION APPLICABLE TO THE CONTRACTOR

Procedures, Directives & Policies

The Contractor must ensure compliance with all applicable Inkosi Langalibalele Local Municipality Procedures, Directives and Policies.

Contractor Requirements/ Registration

The Contractor must ensure compliance with the following requirements/ registration:

- a) Wireman's Licence
- b) Electricity Contractors Board Registration
- c) Operation Regulation for High Voltage Systems.
- d) Operative Regulation for Low Voltage Systems.

Contractor Training & Accreditation

The contractor must ensure that they have complete MV/LV Lines and Cables training and accreditation for the set number of employees.

3.25. TITLE TO SITE MATERIALS

The Contractor has no title to Site Material.

3.26. SPECIFICATIONS

List of Specifications applicable to this Contract:

Health and Safety Requirements.
Relevant Distribution Standards, Specifications & Drawings

Drawing number	Revision	Title
DER1740B	0	3 Phase Delta/2.5m wood x-arm – Intermediate - 0° dev
DDT1743	8	3 Phase Delta/2.5m wood x-arm – Strain - 0° dev
DDT1744	4	3 Phase Delta/2.5m wood x-arm – Strain – Medium(1° - 60°) dev
DDT1746	3	3 Phase Delta/2.5m wood x-arm – Strain - Terminal
DDT1747	7	3 Phase Delta/2x2.5m wood x-arm – Strain - 0° dev
DDT1763	3	3 Phase H-Pole/3.5m wood x-arm – Strain - 0° dev
DDT1766	3	3 Phase H-Pole/3.5m wood x-arm – Strain - Terminal
DDT1804	3	3 Phase Delta/2.5m wood x-arm – Take-Off
DDT1806	3	3 Phase H-Pole/3.5m wood x-arm – Take-Off
DDT1847	1	Section Links Cut/Outs or Disconnectors/3.5m/4.5m wood x-arm - H-Pole
DDT1848	1	Section Links Cut/Outs or Disconnections/2.5m wood x-arm – Single Pole
DDT1849	1	Equipment Links Cut/Outs or Disconnectors/2.5m wood x-arm – Single Pole
DER1866B	4	Transformer – 16 – 100kVA Single Pole Mounted Out-of-Line Arrangement



DDT1100	3	3 Phase LV ABC Suspension Assembly 0° - 30°
DDT1120	4	3 Phase LV ABC Terminal Assembly
DDT1121	5	3 Phase LV ABC Strain Assembly 0° - 60°
DDT1122	4	3 Phase LV ABC Strain Assembly 60° - 90°
DDT1140	4	3 Phase LV ABC Tee from Intermediate
DDT1142	4	3 Phase LV ABC Tee from Strain



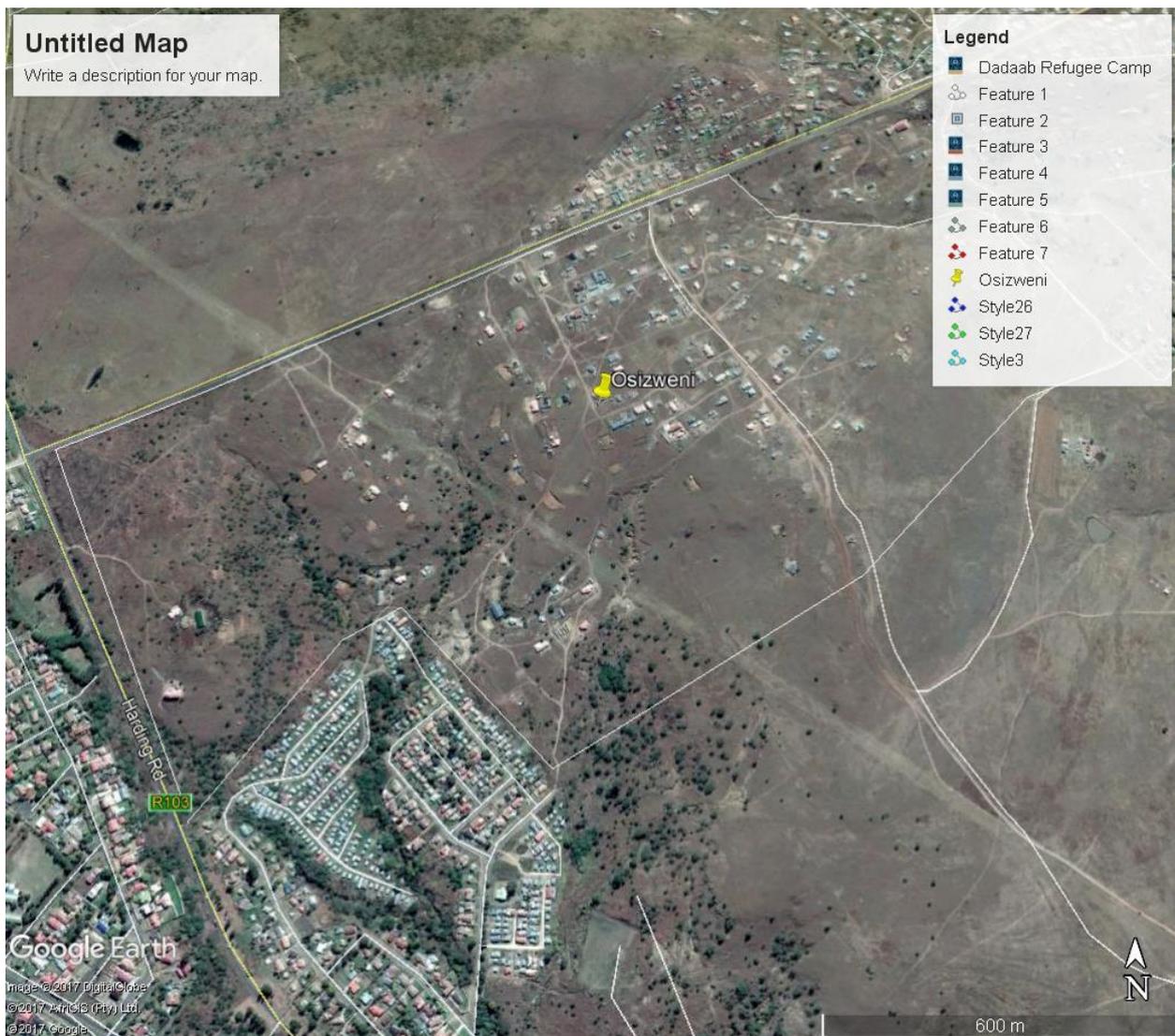
C4 SITE INFORMATION

The Contractor must familiarize themselves with the following before commencement of the project:

- All reports, drawings and information forwarded by the Employer
- Physical conditions within the site and surroundings (e.g. rock, soil conditions, etc.)
- Public available information about the site and surrounding
- Information about pipe and other services below the surface of the site
- Buildings and structures that are within and adjacent to the site
- Atmospheric and environmental data.

Site Location

The site is located in Osizweni, on the right hand side of Weenen Road, South of Rensburgdrift/Esigodlweni, within Inkosi Langalibalele Local Municipality Boundary.



CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that:

_____ (Tenderer)

of _____ (address)

was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at

INkosi Langalibalele Municipality, Civic building, Victoria Street, Estcourt,

on _____ 20 _____ starting at 10h00am.

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the works and / or matters incidental to doing the work specified in the tender documents in order for us take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name _____ Signature _____

Capacity _____ Date & Time _____

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name _____ Signature _____

Capacity _____ Date & time _____



Existing Services

A layout Plan of other existing service is available at the municipality on request. It shall be noted some Transnet and Telkom Services around the area, it is the contractor's responsibility to familiarize him/herself with these and other services.

