

# MATATIELE LOCAL MUNICIPALITY



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MATATIELE LOCAL MUNICIPALITY)

**Tender No: MATAT/ 2022/2023-07**

**DESCRIPTION: APPOINTMENT OF THREE (3) SUITABLE ELECTRICAL SERVICE PROVIDERS FOR REPAIRS AND MAINTAINANCE OF ELECTRICAL INFRASTRUCTURE AND ASSOCIATED WORKS FOR A PERIOD OF THREE YEARS**

**NB: CIDB GRADING REQUIRED: 4 EP and Higher**

<b>MATATIELE MUNICIPALITY</b> Supply Chain Management Division Contact : Mr. Z. C Matolo Tel No : (039) 737 8263	<b>MATATIELE MUNICIPALITY</b> Electrical Division Contact : Mr. Z. Gqamane Tel No : 039 737 8172
<b>Advert Date: 10 June 2022</b>	<b>Closing Date: 11 July 2022</b>
<b>Closing Time: 10H00</b>	<b>Bid Box No: Marked</b>
<b>Name of Bidder: .....</b>	
<b>Contact Person: .....</b>	

**Bidders must ensure that Bid Documents are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**


The bid box is generally open 24 hours a day, 7 days a week.

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

**THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE NEW ENGINEERING CONTRACT (NEC 3) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT**

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



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**PART A (MBD1)  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MATATIELE LOCAL MUNICIPALITY)</b>					
BID NUMBER:	MATAT/ 2022/2023-07	CLOSING DATE:	11 July 2022	CLOSING TIME:	10H00 AM
DESCRIPTION	APPOINTMENT OF THREE (3) SUITABLE ELECTRICAL SERVICE PROVIDERS FOR REPAIRS AND MAINTENANCE OF ELECTRICAL INFRASTRUCTURE AND ASSOCIATED WORKS FOR A PERIOD OF THREE YEARS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (see page 4)

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	MATATIELE Local Municipality	CONTACT PERSON	Mr. Z. Ggamane
CONTACT PERSON	Mr. Z. C Matolo	TELEPHONE NUMBER	039 737 8172
TELEPHONE NUMBER	039 737 8263	FACSIMILE NUMBER	N/a
FACSIMILE NUMBER	N/a	E-MAIL ADDRESS	ZGgamane@matatiele.gov.za
E-MAIL ADDRESS	ZMatolo@matatiele.gov.za		

**PART B of (MBD1)  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THREE COMPLETION CERTIFICATES OF SAME PROJECTS FOR REPAIRS AND MAINTENANCE OF ELECTRICAL INFRASTRUCTURE AND ASSOCIATED WORKS
- 1.6. VALID CERTIFICATE FOR MEDIUM VOLTAGE CABLE JOINTING AND TERMINATION
- 1.7. PROOF OF OWNERSHIP OR LEASE AGREEMENT SIGNED BY BOTH PARTIES FOR CRANE TRUCK WITH VALID DISC
- 1.8. 2 X CRANE TRUCK 8TON (5) POINTS PER TRUCK PROOF OF OWNERSHIP OR LEASE AGREEMENT SIGNED BY BOTH PARTIES FOR CRANE TRUCK WITH VALID DISC
- 1.9. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE NEW ENGINEERING CONTRACT (NEC 3) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

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

## BID NOTICE

Bids are hereby invited from suitable qualified and experienced service providers for the following services:

BID NO	DESCRIPTION	CIDB REQUIRED	ADVERTISING DATE	CLOSING DATE
MATAT/2022/2023-07	APPOINTMENT OF THREE (3) SUITABLE ELECTRICAL SERVICE PROVIDERS FOR REPAIRS AND MAINTAINANCE OF ELECTRICAL INFRASTRUCTURE AND ASSOCIATED WORKS FOR A PERIOD OF THREE YEARS	4 EP OR HIGHER	10 JUNE 2022	11 JULY 2022@10H00

**Evaluation criteria: PPPFA-80/20 Price=80 points B-BBEE=20 points Submit an original, certified copy or Sworn Affidavit of B-BBEE certificate to claim preferential points and Functionality**

### Functionality 100 points

Company Experience = 20, Personnel = 20, Plant/Equipment = 40, Accreditation/ Competency = 20 Total = 100

**Enquiries: For Appointment of Three (3) Suitable Electrical Service Providers for Repairs and Maintenance of Electrical Infrastructure And Associated Works For A Period Of Three Years. Technical Zqgamane@Matatiele.Gov.Za And For All SCM Enquiries Zmatolo@Matatiele.Gov.Za**

**Tender validity period:** 90 (Ninety) days after tender closing date

### REQUIRED DOCUMENTS:

Potential bidders are urged to submit the following attachments when submitting their proposals, failure to do so will lead to disqualification.

- Updated Central Supplier Database Report
- Signed MBD 1, MBD 2, MBD 4, MBD 8, MBD 9, Ethics Commitment for Suppliers of Matatiele Local Municipality attached on the tender Document
- **Failure to complete MBD 6.2 Local content 90% Electrical and Telecom Cables and annexure C, D and E will result in the tender being eliminated.**

### OBTAINING OF TENDER DOCUMENTS:

Bid Documents will be available at the **Municipal Website and BTO Offices** for a **non – refundable tender fee of R500** payables in the Municipal bank account (Ned Bank 1011292106 branch code 198765, name of company and bid no as reference) (**Failure to attached proof of purchase will lead disqualification**) are also available

### CONDITIONS OF ACCEPTANCE:

The Matatiele Local Municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state, the bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the bidder has not: abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect. Bidders must note that upon award, bidders will be required to submit rates clearance and SARS Confirmation with a Pin. The Matatiele Local Municipality's supply chain policy will apply in all bid stages. Bidders are warned any person who solicit bribes in connection with these bids. The municipality and its employees will never solicit bribes for the exchange of a tender.

**NB.** No faxed and emailed tenders will be accepted.

The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website

from Municipal website as from **17 JUNE 2022**

**TENDER SUBMISSION AND OPENING**

Tenders/Proposals must be submitted by hand at New Budget and Treasury Offices, Mountain View, Matatiele, 4730. **Each Bid must be submitted separately**

Tenders should be sealed, endorsed on the envelope with:

**APPOINTMENT OF THREE (3) SUITABLE  
ELECTRICAL SERVICE PROVIDERS FOR  
REPAIRS AND MAINTAINANCE OF ELECTRICAL  
INFRASTRUCTURE AND ASSOCIATED WORKS  
FOR A PERIOD OF THREE YEARS -  
MATAT/2022/2023-07**

[www.matatiele.gov.za](http://www.matatiele.gov.za)

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**Mr. L. Matiwane  
Municipal Manager**

## **MBD 2 TAX CLEARANCE REQUIREMENTS**

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver' s Office.

**APPLICATION FOR TAX CLEARANCE CERTIFICATE  
(IN RESPECT OF BIDDERS)**

1. Name of taxpayer / bidder: .....

2. Trade name: .....

3. Identification number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code:..... Number: .....

Address: .....

.....

.....

DATE: 20 \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.



**MBD 4**

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 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, shareholder<sup>2</sup>):  
.....

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.....  
.....

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> 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.

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

**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 BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

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**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 to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- 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:

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

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

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

## DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the BroadBased Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents. (g) **“prices”** includes all applicable taxes less all unconditional discounts; (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

### 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

### BID DECLARATION

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

#### 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.)

#### 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 subcontractor.....
- iii) The B-BBEE status level of the subcontractor.....
- 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:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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		
<b>OR</b>		
Any EME		
Any QSE		

#### 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, 2011 and 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids 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 the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required 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](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

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

### 3. The stipulated minimum threshold(s) for local production and content (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>
_____	_____ %
_____	_____ %

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the 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.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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 Accounting Officer / Accounting Authority 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 Municipality / Municipal Entity):  
.....

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.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.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
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) 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
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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 / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

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

NAME (PRINT).....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:.....	

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....



**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE:.....

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

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities 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 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? <b>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).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? <b>Persons Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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).</b>	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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	er or any of its directors owe any municipal rates and taxes or municipal charges to the municipality, 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 or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION  
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....

Signature

Date

.....

Position

.....

Name of Bidder

**BID FOR CONTRACT NUMBER: MATAT/2022/2023-07**

I/We, the undersigned: \_\_\_\_\_

- a) Bid to supply and deliver to the MATATIELE Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Scheduled to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Part B, B1, C, D, E, F, H and Annexures should this bid be accepted in whole or in part.
- d) Confirm that this bid may only be accepted by the MATATIELE Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that we are fully acquainted with the Preferential Procurement Forms and Schedules, and the contents thereof and that we have signed the Schedule of Prices – PART “F” and completed the Preference Points claim Forms attached as “Annexures”
- f) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendment.
- g) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- h) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.
- i)

Signed at .....this ..... Day of ..... (Year) .....

**Signature:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

**As Witness:**                    1. \_\_\_\_\_

    2. \_\_\_\_\_



**State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.**

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

\_\_\_\_\_

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

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

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

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

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

Date: \_\_\_\_\_

As witness: 1. \_\_\_\_\_

2. \_\_\_\_\_

Please Note:

***The prices at which bids are prepared to supply the goods and materials or perform the services must be placed on the column on the Form provided for that purpose.***

***Failure on the part of the Bidder to sign the Form of Bid and initial each page of the bid document will result in a bid being disqualified.***

***Bidders must sign this Form of Bid as well as PART "F" attached to this bid document and on acceptance of a bid by the MATATIELE Municipality the Conditions of Contracts, Special Conditions, Specifications and Scheduled of prices, attached hereto shall be deemed to be the conditions of Contract between the parties.***

**Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will render the bid liable to rejection.**

**Bank account details of Bidder:**

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

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

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

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

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

PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL TO BE ATTACHED

(ARRANGEMENTS MADE WITH COUNCIL WILL BE TAKEN INTO CONSIDERATION).

PART B. 1

BIDDING INFORMATION

Details of person responsible for bidding process

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

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

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

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

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

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

**AUTHORITY FOR SIGNATORY**

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

An example for a company is shown below:

“By resolution of the board of directors passed on \_\_\_\_\_ 20\_\_\_\_\_

Mr. \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
In his capacity as:

\_\_\_\_\_  
Date:

Signature of signatory

As witness: 1. \_\_\_\_\_

2. \_\_\_\_\_

## 1.1 Definitions

- 1.1.1 “**Acceptable bid**” means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.
- 1.1.2 “**Chairperson**” means the chairperson of the MATATIELE Municipality Bid Adjudication Committee.
- 1.1.3 “**Municipal Manager**” means the Accounting Officer or Municipal Manager of the Municipality.
- 1.1.4 “**Committee**” refers to the Bid Adjudication Committee.
- 1.1.5 “**Council**” refers to MATATIELE Municipality.
- 1.1.6 “**Equity Ownership**” refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 “**Service providers**” refers to the bidders who have been successful in being awarded Council contracts.
- 1.1.8 “**SMMs**”(Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
- 1.1.9 “**Contract**” refers to legally binding agreement between MATATIELE Municipality and the service provider.
- 1.1.10 “**Bid**” means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
- 1.1.11 “**Contractor**” means any natural or legal person whose bid has been accepted by the Council.
- 1.1.15 “**Closing time**” means the date and hour specified in the bid documents for the receipt of bids.
- 1.1.16 “**Order**” means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted bid or price quotation.
- 1.1.17 “**Written**” or “**in writing,**” means hand written in ink or any form of mechanical writing in printed form.
- 1.1.18 “**Functionality**” means technical capability, financial and other resource availability
- 1.1.19 that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

## 1.2 INTERPRETATION:

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

## 1.3 I/we hereby Bid:

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

## 1.4 I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the MATATIELE Municipality during the validity period indicated and calculated from the closing time of the bid. This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or

Annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the MATATIELE Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as

determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the MATATIELE Municipality legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The law of the Republic of South Africa shall govern the contract created by the acceptance to this bid.

- 1.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 1.6 I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract.
- 1.7 I/we declare that I/we have participation/no participation in the submission of any other bid for the supplies/services described in the attached documents. **If your answer here is yes, please state the names(s) of the other Bid(s) involved:**

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**1. Definitions**

1. The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form Signed by the parties, including all attachments and appendices Thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing 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 **“NEC 3”** means the New Engineering 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 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**

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

### **5. Use of contract document and information inspection**

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

5.2. The supplier shall not, without the purchaser's prior written consent; make use of any document or information mentioned in NEC 3 relevant clause except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in NEC 3 relevant clause 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**

7.1. Within thirty (30) days of receipt of the notification of contract security 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 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

7.3.1.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 inspections 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 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 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 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 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 of NEC 3.

## **9. Packing**

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

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

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

## **10. Delivery and documents**

- 10.1. 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**

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

## **12. Transportation**

- 12.1. Should a price other than an all-inclusive delivered price be transportation 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:
- 13.1.1. Performance or supervision of on-site assembly and/or Commissioning of the supplied goods;
  - 13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. 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
  - 13.1.5. Training of the purchaser's personnel, at the supplier's Plant and/or on-site, in assembly, start-up, operation, Maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

- 14.1. As specified, 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:
- 14.1.1. 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

14.1.2. In the event of termination of production of the spare parts:

- a). Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- b). Following such termination, furnishing at no cost to the purchaser, the
- c). 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
- 15.2. 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.
- 15.3. 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.
- 15.4. The purchaser shall promptly notify the supplier in writing of any Claims arising under this warranty.
- 15.5. 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.
- 15.6. If the supplier, having been notified, fails to remedy the defect 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

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

## **18. Variation**

- 18.1. In cases where the estimated value of the envisaged changes orders in purchase does not vary more than 15% 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**

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

## **20. Subcontracts**

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already subcontracts 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 NEC 3, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to NEC 3, unless an extension of time applied 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**

- 22.1. Subject to NEC 3, 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

22.2. Performance. The purchaser may also consider termination of the contract pursuant to NEC 3.

### **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 for default terminate this contract in whole or in part:

23.1.1. 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 NEC 3

23.1.2. If the supplier fails to perform any other obligation(s) under the contract; or

23.1.3. 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.

### **24. Antidumping and countervailing duties and rights**

24.1. 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 NEC 3, the Security, damages, or

25.2. termination for default if and to the extent that his delay in performance or other

25.3. Failure to perform his obligations under the contract is the result of an event of force Majeure.

25.4. 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,
  - 27.4.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - 27.4.2. 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. Objections and complaints**

Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.

## **29. Limitation of Liability**

- 29.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to;
- 29.2.
  - 29.2.1. 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
  - 29.2.2. 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.

## **30. Governing language**

- 30.1. The contract shall be written in English. All correspondence and other documents

30.2. Pertaining to the contract that is exchanged by the parties shall also be written in English.

### **31. Applicable law**

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

### **32. Notices**

32.1. 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.

32.2. 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.

### **33. Taxes and duties**

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

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

33.3. 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.

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

### **34. Transfer of contracts**

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

### **35. Amendment of contracts**

35.1. No agreement to amend or vary a contract or order or the conditions, stipulations.

35.2. 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.

## 1. General Directives

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

## 2. Process for competitive bidding

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

### 2.1 Compilation of bidding documentation

- (a) Take into account –
    - The general conditions of contract;
    - Any Treasury guidelines on bid documentation; and
    - The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.
  - (b) Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.
  - (c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as Annexure "A" MBD 4
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- (d) Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included):
  - **If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement –**

**\* For the past three years; or**



**\* Since their establishment if establishment during the past three years**

- A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payments is overdue for more than 30 days
  - Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
  - A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic
- (e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

## **2.2 Issuing of bid documents**

Bid documentation shall be issued in terms of the directive as appearing correctly on the tender notice.

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

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

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Chief Financial Officer: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Chief Financial Officer: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

## **2.3 Public Invitation for competitive bids**

The following are procedures for the invitation of competitive bids:

- (i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and
- (ii) Public advertisement must contain the following:  
The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the

- date on which the advertisement is placed in a newspaper; subject to (iii) below; and
- (iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process
  - (iv) Bids submitted must be sealed.
  - (v) The following information must appear in any advertisement:
    - \* Bid number,
    - \* Description of the requirements
    - \* The place where the bid documents can be obtained
    - \* The date, time and venue where site inspection/briefing session will be (if applicable);
    - \* Closing date and time;
    - \* The fee applicable that must be paid before the bid documents will be issued; and
    - \* The name and telephone numbers of the contact person for any enquiries.

#### **2.4 Site meetings or briefing sessions**

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non- attendance should invalidate a bid, where a site inspection/briefing session is applicable.

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

##### **(a) Closing of bids**

All bids will close at **12H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the bid documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by and explanation.

##### **(b) Opening of bids**

Bids are opened in public as soon as possible after the closure in the presence of the Senior Supply Chain Officer: Supply Chain Management or his/her delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

#### **2.6 Validity of the bids**

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expires on a Saturday, Sunday or Public

holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

## 2.7 Consideration of bids

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received
- The decision by the Municipality regarding the awarding of a contract must be final and binding.

## 2.8 Evaluation of bids

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

### i) Compliance with bid conditions

**The MATATIELE Municipality will consider no Bid unless it meets the following responsiveness criteria:**

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- **An original Valid Tax Clearance Certificate must be submitted with the bid on or before the closing time and date of the bid. Or**
- **Attach Electronic Tax Clearance Certificate and Tax Compliance Status PIN code must be provided in the box below.**

- **The proof of CSD registration report must be attached**
- Bid forms must be completed in full and each page of the bid signed.
- Copies of the company registration certificate must be submitted with the bid on or before the closing time and date of the bid.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Compliance with the requirements of the bid and technical specifications.
- No bidder who is blacklisted by National Treasury or any National Authority due to non-performance will be considered.
- Proof of payment of Municipal account statement on rates and taxes from the respective municipality not older than three months for company and for Directors or proof of residence stamped by ward Councillor and Affidavit for those residing in areas where municipal payments of rates and taxes are not implemented, such proof:
  - (a) must not be older than three (3) months from closing date of the tender,
  - (b) it must have been addressed to the company itself and any of the shareholders or members as on the document for company registration, and
  - (c) in case where the company is renting an office space, the lease agreement between the company and the respective landlord must accompany the rental invoice.
- The bidders are advised to attach their certified valid BBBEE certificates, and in case were the business is classified as Exempted Micro Enterprise (EME), a letter from the registered auditor stipulating that the business has a turnover of less than R5m. **It should be noted that none attachment of these documents will not disqualify the bidder for further evaluation, but will instead disadvantage them from being scored on BBBEE points.**

- Bidder are required by law to prepare annual financial statements for auditing, their audited annual financial statement – for the past three years
- In case where 2 (two) or more companies decide to form a joint venture (JV), all the companies in the JV have to attach each an every document as requested above in addition to the Joint Venture Agreement.
  - (ii) Meeting technical specifications and comply with bid conditions;
  - (iii) Financial ability to execute the contract; and
  - (iv) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives, points scored for price and / or points scored for functionality if applicable.
- **Very important notice** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.
- **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes CV's if not specifically requested**

## 2.9 Evaluation of bids on functionality and price

- (i) MATATIELE Municipality must in the bid documents indicate if, in respect of a particular bid invitation that bids will be evaluated on functionality and price.
- (ii) The total combined points allowed for functionality and price may, in respect of Bids / offers with an estimated Rand value equal to, or below R50 000 000.00, not exceed 80 points.
- (iii) The total combined points allowed for functionality and price may, in respect of bids with an estimated Rand value above R50 000 000.00, not exceed 90 points.
- (iv) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder.
- (v) The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further adjudication.
- (vi) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated in sub-regulation (v) above, must, subject to the application of the evaluation system for functionality and price contemplated in this regulation, be established separately and be calculated in accordance with the provisions of regulations c and d.
- (vii) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment
- (viii) Objectives must be calculated separately and must be added to the points scored for functionality and price.
- (ix) Only bid with the highest number of points be selected.

## 2.10 Acceptance of bids

Successful bidders must be notified by post of the acceptance of their bids, but that acceptance however, will

only take effect after completion of the prescribed contract form.  
Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted

### **2.11 Publication of bid information**

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

### **2.12 Cancellation and re-invitation of bids**

- (i) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled.
- (ii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be cancelled.
- (iii) In the event that the Municipality has cancelled a bid invitation as contemplated in sub-regulations (i) and (ii) must re-invite bids and, must, in the bid documents stipulate the correct preference point system to be applied.
- (iv) A bid may be cancelled before award if:
  - Due to changed circumstances, there is no longer a need for the goods, works or services offered, or
  - Funds are no longer available to cover the total envisaged expenditure, or
  - No acceptable bids were received

### **2.13 Settlement of Disputes**

The settlement of disputes will be in terms of paragraph 50 of the SCM Policy regulation, which provides as follows:

- “50.** (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
- (a) To assist in the resolution of disputes between the municipality and other persons regarding
    - (i) Any decisions or actions taken in the implementation of the supply chain management system; or
    - (ii) any matter arising from a contract awarded in the course of the supply chain management system; or
  - (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.
- (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- (3) The person appointed must –
- (a) strive to resolve promptly all disputes, objections, complaints or queries received; and

- (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
  - (a) the dispute, objection, complaint or query is not resolved within 60 days; or
  - (b) no response is forthcoming within 60 days.
- (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, Complaint or query may be referred to the National Treasury for resolution.
- (6) This paragraph must not be read as affecting a person's rights to approach a court at any time.

## **2.15 EVALUATION CRITERIA**

2.15.1 All bids received shall be evaluated in terms of the Supply Chain Management Regulations, MATATIELE Municipality Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.

2.15.2 The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

2.15.3 The 80/20 evaluation System will be applied in this appointment.



**TERMS OF REFERENCE**

**FOR**

**REPAIRS AND MAINTAINANCE OF ELECTRICAL  
INFRASTRUCTURE AND ASSOCIATED WORKS  
FOR A PERIOD OF THREE YEARS.**

## 1. BACKGROUND

- 1.1. MATATIELE local municipality is one of the fastest growing municipalities in the Alfred Nzo District Municipality in Eastern Cape province. Along with the vast developments taking place in the area, a number of economic activities have been identified and are in control. These activities include Mining, Construction, Tourism, Agriculture and Installation of huge power plants. The municipality is also investing on the upgrade and development of electrical supply in order to align with the growing need catalyzed by the current developments.
- 1.2. Thus, MATATIELE Municipality is looking for three suitably qualified and experienced service providers for the **repairs and maintenance of electrical infrastructure and associated works for a period of three years**

## 2. OBJECTIVES

- 2.1. To ensure the proper maintenance of the Electricity infrastructure assets of the municipality
- 2.2. To ensure a sustainable delivery of the service to the communities.
- 2.3. To optimize the maintenance of the electricity distribution network assets for a minimum lifecycle cost
- 2.4. To enhance the reliability of the network.
- 2.5. 4 EP and higher

## 3. SCOPE OF WORK AND SPECIFICATION REQUIREMENTS

### DETAILED TECHNICAL SPECIFICATION

#### 3.1. SCOPE OF WORK

i. Duties and responsibilities of the Contractor

The primary function of the contractor will be to build electrical infrastructure to provide electricity supply to communities within the identified project area. The appointed contractor will be expected to conform to the following:

- a. Have a minimum two teams available for projects.
- b. The Contractor will need to meet set down target dates. Failure to do so may result in having the contract withdrawn.
- c. Have a site supervisor on site at all times.
- d. Submit weekly progress reports
- e. Attend Site and Project review meetings
- f. Meet all the requirements and specifications as laid down in the Project Appointment letter and Access to site certificate.



g. As the Municipality has adopted the Eskom Design and Structure Standards the Contractor is expected to have a copy of these on site at all times.

ii. Aerial Bundle Conductor Overhead Lines

Routes of these lines below to be adhered to:

- 1 – LV Reticulation and LV Overhead Reticulation Drawings
- 2 – MV Structures & Standards
- 3 – LV Structures and Standards
- 4 – Service Connection Standards

iii. 11kV/400/231 Volt Pole Mounted Transformers

Pole mounted transformers will be installed out-of-line complete with 11kV drop out fuse links, lighting surge arrestors on both MV and neutral bushings, connections to 11kV and outgoing 400/231-volt conductors and earthing. All connections to the above to be with bi-metallic crimping lugs.

iv. Service Connections

The complete installation of SPU base plate “Standard Passive Unit (D-DT-0347)” / Energy Control Unit (ECU) combination, in consumer dwellings with split concentric feeding from the nearest pole mounted box.

v. Plans and Schedules

- (a) The Contractor shall provide everything necessary and shall install the entire works as per the approved drawings, using good workmanship.
- (b) The claims for work done shall be itemized per transformer before being summarized.
- (c) Recovery and return to stores, existing infrastructure.

**4. ORDERING OF MATERIALS**

The Contractor shall order material and equipment timeously to avoid delay caused by late delivery.

**5. CONTRACT WORK**

The installation shall be carried out entirely by the Contractor’s own staff, and shall not be sublet in any way, except with the express permission of the Engineer.

**6. INFORMATION**

The Tenderers attention is drawn to the fact that if the schedules of this specification are not completed, his tender cannot be adjudicated and may be disqualified.

## 7. **ELECTRICAL EQUIPMENT**

All equipment shall be according to the attached Quality Specification and shall be suitable for an 11kV/400/230-volt system. Precautions shall be taken to prevent corrosion and all exposed metal shall be anti-rust treated to approval and hot dipped galvanized or painted.

## 8. **RECLAIMED MATERIALS**

All materials reclaimed by the Contractor shall remain the property of the Employer, and shall be taken on to a position, which will be decided on site by the Engineer, and handed over to him at the completion of contract.

## 9. **MAKING GOOD**

The Contractor shall make good in all trades any damage to existing buildings and shall be responsible for reinstating any tar macadam or concrete surfaces which might have been damaged.

## 10. **SERVICE CONDITIONS**

The following are the service conditions for the contract:

Nominal Voltage	11 kV
Rupturing capacity (for 3 sec)	350MVA
Impulse level	95 kV
Minimum corona level	N/A
Total creepage distance over all insulators	240 mm
Highest system voltage	12 kV
Rated cable-charging breaking current	25 A
Frequency	50 Hz
Phases	3
Maximum ambient temperature	40°C
Minimum ambient temperature	0°C
Altitude	Sea Level
Average humidity	75 %
Lightning	Severe
Average power factor	Above 0,8
Neutral	Earthed

The neutrals of the 400V secondaries of the transformers will be earthed.

## 11. **INTERRUPTIONS OF SUPPLY**

All interruptions in supply which may be necessary must be the subject of prior arrangements between the Contractor, the Engineer, the Municipality and Eskom.

Planned Interruptions must be kept to a minimum and for relatively short periods.

Notice for planned interruptions are to be given to the customers at least fourteen (14) days in advance.

## **12. WORK ON ELECTRICAL DISTRIBUTION SYSTEM**

Attention is particularly drawn to the requirements of the Occupational Health and Safety Act, regulations 5(2), (2) and 6(5), and no persons employed by the Contractor shall enter any existing substation or switch house without the uninterrupted presence of a “competent person” as defined in the regulations acting on behalf of the Town Council, unless a “permit to work” as referred to hereinafter has been obtained.

When the electrical apparatus in a new substation or switch house is made alive for the for the first time, and always thereafter, such substation shall be treated as an existing substation and the requirements of the above paragraph shall apply thereto insofar as high voltage is concerned

Attention is also particularly drawn. To the requirements of the OHS Act Regulation 3 and the Contractor shall not work on any part(s) of the Town Council’s high voltage distribution system until such part(s) of the system have been isolated and earthed and the appropriate measures have been taken to prevent accidental reenergising of the part(s) and a “permit to work” authorisation in writing has been obtained from the Engineer or his duly authorised representative.

The Contractor must satisfy himself that the part of the system on which he requires to work has been effectively isolated and earthed, that all circuits have been clearly identified, and that the Engineer has made it safe to work at the point of working before the Contractor signs for and accepts the permit.

The “permit to work” shall be made out, in duplicate, and must contain the following:

- i. Written description of location and points of isolation and of earthing.
- ii. Name and signature of person to whom the permit is issued.
- iii. Time and date of issue of permit.
- iv. Statement handing over section(s) of system, clearly defining the part(s) handed over as being safe to work upon.

The original “Permit to work” shall be handed to the Contractor who shall retain it until such time as his work is completed on that part of the system covered by the permit. After ensuring that no person employed by the Contractor or any Sub-contractor is sill working on the system and that work is completed, the Contractor shall sign the “Permit to work” and return it to the Engineer in order that the electrical apparatus may be re-energised.

Notwithstanding the foregoing, the Contractor shall at all times take all necessary precautions and make all necessary tests to ensure the safety of all persons employed by him or by any Sub-contractor.

### **13. POLES**

All poles to be numbered and white line painted around pole at correct planting depth. Holes to be plugged if not used. Every pole to have one 6mm galvanised bolt with curved washers and two nuts installed 1m below LV, ABC for Telkom.

### **14. BUDGET ENERGY CONTROLLER/READYBOARD**

- 1) The budget energy controller shall be according to Municipality specifications and approvals.
- 2) The ready boards shall meet all requirements of SABS 0142 and a compliance certificate shall be supplied by the contractor.
- 3) The budget energy controller and ready board shall be mounted, on approved backing board, for securing to the wall of the dwelling, by means of 6mm<sup>2</sup> galvanised threaded rod, washers and hexagonal nuts.

### **15. SPECIFICATION FOR DISTRIBUTION CONSTRUCTION STANDARDS**

All the work shall be of high standard in accordance with the Construction Standard drawings as specified herein and will meet the following requirements:

- 1) The South African Institute of Electrical Engineers (SAIEE) Code of Practice for Overhead Lines.
- 2) Occupational Health and Safety Act.
- 3) Code of Practice for the Wiring of Premises SABS 0142.
- 4) The Eskom MV & LV Distribution Standards.

### **16. 11kV DISTRIBUTION**

1. MV structures will comprise mainly of all – insulated Delta configuration wood – pole structures, with a small percentage of H – pole structures with wood crossarms. No overhead earth – wires used.
2. Intermediate structures will use line pot insulators of the “tie-top” pattern, and suspension structures for “bird friendly” design. Tension or angle structures will be insulated with porcelain long rod insulators or glass disc insulators.

### **17. ASSEMBLY AND ERECTION OF STRUCTURES**

- 1. Holes for the planting of poles shall be taken down to the full depth indicated on the drawings, this depth being measured from a horizontal line passing through the centre peg at ground level.
- 2. The bottoms of all excavations must be cleared of loose soil so that the butt end of the poles will be resting on undisturbed soil. After planting, the poles shall be plumbed vertically.
- All stay and pole holes shall be backfilled in layers of uncompacted thickness of 200mm and compacted to 93% of modified AASHTO maximum density in case of cohesive soil (clayey material)

or to 98% of modified AASHTO maximum density in the case of non-cohesive soils (sandy materials). Where so indicated, the soil shall be stabilised by the admixture of cement in the ratio of 1:10 by volume.

- Stay rods shall be planted such that not more than 15mm of the rod remains above the ground. The stay rod shall be at the same angle as the finished stay. The stay plate shall bear against undisturbed ground and shall be at right angles to the stay rod.
- In the case of adjustable stays, stay wires shall be made off such that at least 200mm of the threaded portion of the rod shall be left for future tensioning.
- The stay nut shall not be used for initial tightening of the stay, but shall be brought up to final tension, using a come – along, and made off.
- The following shall be strictly adhered to:
  - All cross – arms shall be mounted on a proper fashion and at the correct distance from the top of the pole
  - H – pole structures shall be square.
  - All coach screws are installed where necessary.
  - All U – bolts and backstraps are fitted correctly.
  - All performs are correctly wrapped.

## **18. ATTACHMENT OF INSULATORS AND HARDWARE**

- Insulators, strains and suspension hardware shall be secured to the structures in accordance with arrangements shown on the drawings. Where hand wrapping is used, all tension and stay wraps shall be painted with a coat of epoxy coal tar, to effectively prevent corrosion.
- All split pins, security clips, locknuts or other locking devices shall be applied in their intended manner of use, so as to prevent uncoupling of the items in service due to vibration or any untoward reason.
- Poles will generally be supplied predrilled by the suppliers, otherwise insulator pin holes etc shall be drilled centrally disposed on the main diameter of the pole or crossarm and drilled truly vertically in both the transverse and longitudinal directions of the line. All holes drilled on site in crossarms or poles shall be properly treated with creosote.

## 19. STRINGING OF CONDUCTORS

### CONDUCTOR HANDLING

- The fullest possible use shall be made of the minimum conductors lengths available in order to reduce the wastage of conductor.
- The fullest possible use shall be made of the maximum conductor lengths available in order to reduce the number of joints in the conductor to a minimum.
  - It must be noted that no joints are permitted in spans where the line crosses any proclaimed road, railway line, communication line or power line. Attention is drawn to the Machinery and Occupational Safety Act (Electricity Machinery Regulation).
  - The conductors, joints and clamps shall be erected in such a manner that no bird – caging, over tensioning of individual strands or layers of the conductor or other deformation of the strands or the complete conductor shall occur.
  - Conductors shall be run out and tensioned in such a manner as to reduce contact with the ground or other obstruction to an absolute minimum. In particular, under no circumstances shall the conductor be allowed to touch other objects liable to damage the conductor strands.
  - The conductor shall not be allowed to rub on any part of the structure, but shall be placed in suitable aluminium jockey pulleys (neoprene lined), which shall be designed to impose the smallest possible restraint on the free movement of the conductor.
  - When running out conductor, the drums shall be supported on approved drum jacks. Suitable means shall be used to prevent “over-run”. Under no circumstances shall conductors be run out from drums laid on a drum cheek, the conductor being pulled over the free cheek.

## 20. CONDUCTOR TENSION AND SAGGING

- Suitable temporary arrangements for the staying of structures wherever necessary shall be made and such arrangements shall not impose overload conditions on any portion of such structures.
- Conductors shall be finally tensioned and sagged in accordance with the appropriate Sag charts, and at the correct ambient temperature.
- Tensioning and sagging of conductors shall be made by means of suitable dynamometers sighting rods or other approved apparatus.  
Alternatively, the “return wave” method using a stopwatch may be used to set sags.

## **21. CONDUCTOR JOINTS AND TERMINATIONS**

Where preformed helical armour rods, splices, dead-ends and stay make-off's are used, extreme care shall be exercised in the handling and storage of these items. They shall be stored in their original packaging under cover until actually used. When being installed, care shall be taken that abrasive grit is not lost through mishandling.

All joints and terminations shall be Biccon/Burndy system compression fittings.

## **22. TOOLS AND EQUIPMENT**

It must be noted that handling equipment of any sort which has previously been used for the handling and erection of copper conductor shall under no circumstances be used for the handling and erection of aluminium based conductors, and vice versa.

## **23. ELECTRICAL BONDING**

- Metal components within 150mm of each other shall be bonded together to prevent television and radio interference.
- Pole tops and cross arms shall be bonded to prevent leakage currents on slat laden, or otherwise polluted woodwork.

## **24. AERIAL BUNDLED CONDUCTOR**

20.1 This project uses the French bundled conductor system which is twisted around a neutral centenary core, which is the supporting core, made of high strength aluminium alloy. The multiple earthed neutral system is to be adopted, in accordance with the drawings.

## **25. STANDARDS**

21.1 The standards listed in page 1 shall apply.

## **26. STRUCTURES**

22.1 LV structures will comprise mainly of single wood-pole structures using applied ABC strain and suspension clamp equipment, in accordance with the drawings.

## **27. ERECTION OF STRUCTURES**

23.1 Holes for the planting of poles shall be taken down to the full depth indicated on the drawings, this depth being measured from a horizontal line passing through the centre peg at ground level.

23.2 The bottoms of all excavations must be cleared of loose soil so that the butt end of the poles will be resting on undisturbed soil. After planting, the poles shall be plumbed vertically.

- 23.3 All stay and pole holes shall be backfilled in layers of uncompacted thickness of 200mm and compacted to 93% of modified ASSHO maximum density in the case of cohesive soil (clayey material) or to 98% of modified ASSHO maximum density in the case of non-cohesive soils (sandy materials). Where so indicated, the soil shall be stabilised by the admixture of cement in the ration of 1:10 by the volume.
- 23.4 Stay shall be plated such that not more than 150mm of unearthed rod remains above ground. The stay rod shall be at the same angle as the finished stay. The stay plate shall bear against undisturbed ground and shall be at right angles to the stay rod.
- 23.5 Stay wires shall be made off such that at least 200mm of the threaded portion of the rod shall be for future tensioning.
- 23.6 The stay nut shall not be used for initial tightening of the stay, but shall be brought up to final tension, using a come-along, and made off.

## **28. ATTACHMENT OF ABC LINE HARDWARE**

- 24.1 Strain and suspension hardware shall be secured to the structures in accordance with arrangements shown on the attached drawings. If stay handmade wraps are used, then these shall be painted with a coat of epoxy coal tar to effectively prevent corrosion.
- 24.2 All split pins, security clips, locknuts or other locking devices shall be applied in their intended manner of use, so as to prevent uncoupling of the items in service due to vibration or any untoward reason.
- 24.3 Drilled holes shall be centrally disposed on the main diameter of the pole and drilled truly perpendicular to the longitudinal directions of the line. All holes drilled in the poles on site shall be treated with creosote.

## **29. STRAINING OF CONDUCTORS**

### **CONDUCTOR HANDLING**

- 25.1 The fullest possible use shall be made of the maximum conductor lengths available in order to reduce the number of joints in the conductor to a minimum. It must be noted that no joints are permitted in spans where the line crosses any proclaimed road, railway line, communication line or power line. Attention is drawn to the Machinery and Occupational Safety Act (Electricity Machinery Regulations).
- 25.2 Conductors shall run out and tensioned in such a manner as to reduce contact with the ground or other obstruction to an absolute minimum. In particular, under no circumstances shall a conductor be allowed to touch or be dragged across stony ground, fences or other objects liable to damage the conductor insulation. This is especially important for aerial bundled conductor where deterioration of the insulation is unacceptable. The conductor shall not be allowed to rub on any part of the structure, but shall be placed in suitable aluminium jockey pulleys, which shall be designed to impose the smallest possible restraint on the free movement of the conductor.
- 25.3 An approved pulling sock and swivel shall be used on erection process of ABC for pulling the cable bundled the pulleys and appropriate come-alongs and lever ho be used.



25.4 Suitable temporary arrangements for the staying of towers necessary shall be made and such arrangements not impose overload conditions on any portion structures.

25.5 When running out conductor, the drums shall be supported on approved drum jacks. Suitable means shall be used to prevent drum “over-run”. Under no circumstances shall conductor be run out from drums laid on a drum cheek, the conductor pulled over the free cheek.

### **30. TENSION AND SAGGING**

26.1 Tensioning and sagging of conductors shall be by means of suitable dynamometers. Dynamometers, which shall be recalibrated if so directed, shall be used for regulation of the conductors to correct sag.

26.2 Stringing/sag charts or data for aerial conductor will be supplied.

### **31. CONDUCTOR JOINTS AND TERMINATIONS**

27.1 Conductor joints shall be affected using appropriate ferrule or connections and shrink materials. When one core is to be jointed through it is for the joints.

27.2 End caps are to be placed on all exposed ends of jointing is not to continue immediately or if the fixed termination.

### **32. MV AND LV CABLE INSTALLATION**

#### **28.1 SCOPE**

28.1.1 MV cables refer to either PILC or XLPE cables of 11,000 or 22,000, Volts rating, and buried in the ground.

28.1.2 LV cables refer to cables of 600/1000 volt rating and buried in the ground.

28.1.3 The depth of laying each type of cable below the final ground level shall be:

- MV cables – 1000mm or as instructed by the Consultant/Engineer
- LV cables – 600mm or as instructed by the Consultant/Engineer

28.1.4 “Sifted Earth” is sand or soil containing no particles larger than 6.3mm “Stone free earth” is sand or soil containing no particles larger than 50mm.

28.1.5 Before the laying of MV cables, 75mm thick bed of sifted earth shall be laid in the bottom of the trench. Before the laying of the LV cables, a 75mm thick bed of stone free earth shall be laid in the bottom of the trench.

28.1.6 After MV cables have been laid they shall be thoroughly inspected by the site representative prior to being covered to a depth of 300mm above the cable with more sifted earth.

28.1.7 In the case of MV cables, cable tiles of a type approved by the site representative shall be laid on the 300mm earth layer above the cables.

- 28.1.8 For LV cables the trenches shall be fitted to a depth of 300mm from the surface with stone free earth and a hazard warning tape laid. The trench shall then be filled to the top with stone free earth.
- 28.1.9 Approved concrete cable markers shall be installed at all changes of direction for MV cables, on either side of a road/rail crossing, and at each joint. Markers over MV cable joints shall be of a different colour. Where distance permits, markers shall be placed at 50m intervals on straight runs of HV cable. The markers shall be aligned or marked so as to indicate the HV cable direction.
- 28.1.10 After a cable installation is complete, the excavator shall be responsible for supplying an “as installed” drawing showing the cable route and relevant cable technical data such as size, composition and length.
- 28.1.11 A separate copper earth shall be run with all LV cables that are not of the earth continuous conductor (ECC) type. The earth wire shall be laid within 150mm of the cable.
- 28.1.12 All cables entering or leaving the ground or running less than 0.3m from the ground shall be provided with mechanical protection to a height of 0.3 from the ground.

All cables present a neat appearance when installation is complete.

- 28.1.13 The jointing and termination of MV and LV cables shall be carried out using the appropriate kits as supplied by manufacturers, and the work shall be carried out in accordance with the manufacturers jointing or terminating instructions.
- 28.1.14 Electrical Testing – each part of the cable network shall be tested for electrical continuity and insulation resistance. Acceptance tests shall consist of the following:
- (a) Phase Identification Test – A test shall be conducted to determine whether the connections between terminals are correct. All cables shall be phased out before connection to the switchgear.
  - (b) Insulation Resistance Test (LV Cable) – The resistance of the insulation of each core to earth and to each other shall be determined. This test shall be carried out on paper and PVC insulated cable with the use of a 2000V insulation resistance tester.
  - (c) DC Tests (MV Cable) – All MV cables of rated voltage up to 22000V shall be tested in accordance with SABS Method 540 at the appropriate voltages given in Table D-1 of SABS 97.
- 28.1.15 The results of the tests in 28.1.15 b & c shall be recorded on a test certificate.

### **33. Guarantees terms**

The service provider shall make sure that there are proper procedures in place by the appointed contractor to guarantee the quality and completeness of its work, equipment, supplies and its compliance with the specifications as issued with the MATATIELE local municipality specification committee.

MATATIELE local municipality will reserve the right to instruct the service provider to appoint an independent agent to carryout quality assurance test for both materials supplied and used. In case of non-compliance

with the prescribed specifications, MATATIELE local municipality will stop the payments and instruct the service providers to re-do the work at his/her own expense.

### **34. Language of the proposal**

Language of the proposal shall be written in English.

### **35. Currency**

All proposals shall be quoted in South African rand (R) and likewise, the contract will be awarded in this currency. Proposals in other currencies will automatically be disqualified.

### **36. Legal aspects**

It is expected of the Prospective Professional Service Provider to address the identification of corresponding laws and ordinances available for compliance.

## **37. SPECIAL CONDITIONS OF CONTRACT**

### **8.1 MATERIAL**

All material offered must be the best obtainable for their respective duties and must comply with the respective SABS. Wherever emergency specifications have to be complied with this should be explicitly mentioned. All equipment offered must be adapted for the particular duties in view. Queries will be welcomed, should the specifications not be clear on any point. Preference will be given to South African Manufactured goods.

Bidders must quote in accordance with specifications, but alternatives aimed at economy with equivalent performance will be considered.

### **8.2 SITE CONDITIONS**

Altitude average  $\pm$  1462m above sea level maximum and minimum temperatures of 40°C and 5°C. Humidity is a maximum of 90%. Occasional lightning storms occur.

Atmosphere of high salty content (with the associated high rust factor) which must be taken into account with the material offered.

#### **8.2.1 SYSTEM CONDITIONS**

Medium voltage 11 000 volts, 3 phase, 50 cycles per second, bulk supply from Matatiele Local Municipality. Neutral earthed through earthing resistance. Low voltage 420/242 volts, 3 phase, 4 wire.

#### **8.2.2 TENDER DATA**

Tenders must be valid for the municipal financial year from due date. Complete details, including any relevant drawings to

the data which may assist in deciding on the suitability of the equipment must accompany each Tender. Any variations from the specifications must be specifically stated or tenders will be assumed to comply with the specifications.

Work shall start within 72 hours of order given and payment will only be done on completion of work to the satisfaction of the Director: Technical Services.

Although all detail specification is not given for the work, it is assumed that bidders have sufficient experience in the above type of work and that actual details of the above works can if required, be submitted to the bidder for pricing.

### 8.2.3 PAYMENT

Payment will be made within 30 days after satisfactory completion of work and receipt of original invoice.

### 8.2.4 PRICE BASIS

All prices shall be quoted FOR Matatiele Local Municipality in South African currency. All settlement discounts shall be included in tender price.

All bidders shall include VAT in their prices. Escalation per annum must be specified.

### 8.2.5 TENDER FORMS

Any item or operation not specifically mentioned but deemed essential shall be assumed as having been allowed for by the bidder.

### 8.2.6 ALL CONTRACTORS FOR MV WORK MUST DECLARE THE FOLLOWING:

- a) Number of full times technically skilled staff with relevant experience.
- b) Details of specialized tools, vehicles and equipment.
- c) Number of years' experience of relevant work.

### 8.2.7 EVALUATION

8.2.7.1 Reference is to be made to Table A for evaluation criteria.

### 8.2.8 TRANSPORT & SUBSISTENCE (If and when required by Matatiele Local Municipality)

- (a) Prove of payment must be submitted within seven days.
- (b) Transport – AA Running cost per kilometer.
- (c) Accommodation – A fix daily allowance of R 500 per person per day. (Inclusive of meals)

**PART G NB: NON-COMPLETION OF THIS PAGE WILL RESULT IN BID REJECTION**

**1. Schedule of 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.

**2. Schedule of the Tenderer's Experience**

<b>List any relevant previous experience related to this contract that has successfully been executed in the Entity's name:</b>			
<b>Employer, contact person and telephone number.</b>	<b>Description of contract</b>	<b>Value of work inclusive of VAT (RAND)</b>	<b>Date completed</b>

**EQUITY OWNERSHIP – (COMPULSORY)**

**TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES**

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership. In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

## **1 EVALUATION OF BIDS BASED ON FUNCTIONALITY AS A CRITERION**

Bids invited on the basis of functionality as a criterion must be evaluated in two stages – first functionality must be assessed and then in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations 5 and 6. The evaluation must be done as follows:

### **1.1 First stage – Evaluation of functionality**

1.1.1 Bids must be evaluated in terms of the evaluation criteria embodied in the bid documents. The amendment of evaluation criteria, weights, applicable values and/or the minimum qualifying score for functionality after the closure of bids is not allowed as this may jeopardise the fairness of the process.

1.1.2 A bid will be considered further if it achieves the prescribed minimum qualifying score for functionality.

1.1.3 Bids that fail to achieve the minimum qualifying score for functionality must be disqualified.

1.1.4 Score sheets should be prepared and provided to panel members to evaluate the bids.

1.1.5 The score sheet should contain all the criteria and the weight for each criterion as well as the values to be applied for evaluation as indicated in the bid documents.

1.1.6 Each panel member should after thorough evaluation independently award his / her own value to each individual criterion.

1.1.7 Score sheets should be signed by panel members and if necessary, written motivation may be requested from panel members where vast discrepancies in the values awarded for each criterion exist.

1.1.8 If the minimum qualifying score for functionality is indicated as a percentage in the bid documents, the percentage scored for functionality may be calculated as follows:

a. The value awarded for each criterion should be multiplied by the weight for the relevant criterion to obtain the score for the various criteria;

b. The scores for each criterion should be added to obtain the total score; and

c. The following formula should be used to convert the total score to percentage for functionality:

$$Ps = \left( \frac{so}{ms} \times 100 \right)$$

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

Ms = maximum possible score

1.1.9 The percentage of each panel member should be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

### **1.2 Second stage – Evaluation in terms of the 80/20 or 90/10 preference point systems**

1.2.1 Only bids that achieve the minimum qualifying score / percentage for functionality must be evaluated further in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations 5 and 6. [Guidance on the evaluation of bids in terms of the 80/20 or 90/10 preference points systems is provided in paragraph 13 of this Guide].



**2. EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT**

Bids that were invited on the basis of local production and content should be evaluated by following a two-stage bidding process:

**2.1 First stage – Evaluation in terms of the stipulated minimum threshold for local production and content**

2.1.1 Bids must be evaluated in terms of the evaluation criteria stipulated in the bid documents. The amendment of the stipulated minimum threshold for local production and content after the closure of bids is not allowed as this may jeopardise the fairness of the process.

2.1.2 A bid will be disqualified if: the bidder fails to achieve the stipulated minimum threshold for local production and content; and the Declaration Certificate for Local Content (SBD / MBD 6.2) referred to in paragraphs 7.1.4 and 7.2.4 is not submitted as part of the bid documentation.

**2.1.3. Calculation of Local Content**

2.1.3.1 The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as indicated in paragraph 7.1.3 above.

2.1.3.2 AOs / AAs must verify the accuracy of the rates of exchange quoted by the bidder of the Declaration Certificate for Local Content (SBD / MBD 6.2)

**2.2 Second stage - Evaluation in terms of the 80/20 or 90/10 preference point systems**

2.2.1 Only bids that achieve the minimum stipulated threshold for local production and content must be evaluated further in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations 5 and 6. [Guidance on the evaluation of bids in terms of the 80/20 or 90/10 preference points systems is provided in paragraph 13 of this Guide].

2.2.2 Where appropriate, prices may be negotiated only with short listed or preferred bidders. Such negotiations must not prejudice any other bidders.

**3. THE PREFERENCE POINT SYSTEMS**

**3.1 Calculation of points for Price and B-BBEE status level of contribution**

3.1.1 The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

3.1.2 The formulae to be utilised in calculating points scored for price and for determining B-BBEE status level are as follows:

***(a) 80/20 Preference point system [(for acquisition of services, works or goods up to a Rand value of 50million) (all applicable taxes included)]***

Where for **PRICE**

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

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

Points for **B-BBEE status level of contribution** in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
------------------------------------	------------------

1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**(b) 90/10 Preference point system [(for acquisition of services, works or goods with a Rand value above R50million) (all applicable taxes included)]**

Where for **PRICE:**

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

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

Points for **B-BBEE status level** of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points</b>
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

3.1.3 Points scored must be rounded off to the nearest 2 decimal places.

3.2. A bid must not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 10 or 20 points respectively for B-BBEE.

**3.3 Calculation of total points scored for Price and B-BBEE status level of Contribution:**

3.3.1 The points scored for price must be added to the points scored for B-BBEE status level of contribution to obtain the bidder's total points scored out of 100.

**4. EVALUATION OF BIDS THAT SCORED EQUAL POINTS**

4.1 In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for B-BBEE.

4.2 If two or more bids have equal points, including equal preference points for BBEE, the successful bid must be the one scoring the highest score for functionality, if functionality is part of the evaluation process.

4.3 In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.

**15. CANCELLATION AND RE-INVITATION OF BIDS**

5.1 In the application of the 80/20 preference point system, if **all** bids received exceed R50 000 000, the bid must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000 threshold, all bids received must be evaluated on the 80/20 preference point system.

5.2 In the application of the 90/10 preference point system, if **all** bids received are equal to or below R50 000 000, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50 000 000 threshold, all bids received must be evaluated on the 90/10 preference point system.

5.3 If a bid was cancelled in terms of paragraph 15.1 or 15.2, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

5.4 An AO / AA may, prior to the award of a bid, cancel the bid if:

5.4.1 Due to changed circumstances, there is no longer a need for the services, works or goods requested. [AOs / AAs must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured]; or

5.4.2 Funds are no longer available to cover the total envisaged expenditure. [AOs / AAs must ensure that the budgetary provisions exist]; or

5.4.3 No acceptable bids are received. [If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids].

## **PART FOUR**

### **AWARD OF CONTRACTS**

#### **6. AWARD OF CONTRACTS**

6.1 A contract must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems.

16.2 In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.

The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.

#### **2. GENERAL DEFINITIONS**

2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

2.3 **“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.

2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5.1.1.1 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.

- 2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **“Disability”** means, in respect of a person, a permanent 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.
- 2.8 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections
  - (2) prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110
  - (3) of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
  - (4) who is a female; and/or
  - (5) 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 a HDI;
- 2.11 “Management”** 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.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“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.
- 2.17 **“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.
- 2.18 **“Trustee”** 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.
-

**PRICING SCHEDULE**  
**(Professional Services)**

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

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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## **Matatiele Local Municipality**

Tender No MATAT/2022/2023-07

**Framework Contract for repairs and  
maintenance of electrical  
infrastructure and associated works  
for a period of three years.**

## **C2: Pricing Data**

### **C2.1 Pricing assumptions**

#### **C.2.1.1 General**

**C.2.1.1.1** The *Contractor* is paid as per submitted rates (Term Contract) i.e. on a combination of Time Charges (sum of the products for each of the *staff rate* multiplied by the time appropriate to that *rate* properly spent on work in the contract) and a proportion of the lump sum price for each item on the Task Schedule (see Annexure 1) in proportion to the work completed on that item.

**C.2.1.1.2** *Expenses* as provided for in the contract are paid in addition to the total of the Time Charges and lump sum prices.

**C.2.1.1.3** There is no adjustment to the lump sums for items in the Task Schedule if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at the time that the Task Schedule was accepted by the *Employer*. The only basis for a change to the lump sum prices is as a result of a compensation event (See Clause 60.1).

#### **C.2.1.2 Staff rates**

**C.2.1.2.1** The *staff rates* are the prices charged for staff including:

- a) all the costs to the consultant including total annual cost of employment, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical, IT support and secretarial staff used to support professional and technical staff in general and not on a specific project only;
- b) the time and costs expended in travelling to and from a site, meetings or any other activity associated with the provision of the service,
- c) non-recoverable expenses;
- d) all protective clothing and all standard equipment such as office furniture, copiers, plotters, computers and software used to perform the services; and
- e) profit.

**C.2.1.2.2** The total annual cost of employment is the total amount borne by the contractor in respect of the employment of a staff member per year comprising basic salary and fringe benefits not reflected in the basic salary, including:

- a) normal annual bonus,

- b) contractor contribution to medical aid, unemployment insurance fund, pension or provident fund,
- c) group life insurance premiums borne by the contractor; and
- d) all other benefits or allowances payable in terms of a letter of appointment excluding any share of profit and payment for overtime.

**C.2.1.2.3** The *staff rates* for staff whose hourly or monthly rate is based on the total annual cost of employment shall not exceed the *staff rate* for category A.

**C.2.1.2.4** All staff that are deployed on a full time basis shall be remunerated in terms of *staff rate C*.

**C.2.1.2.5** The rate per month shall include all leave taken in accordance with the letter of appointment and non-working days.

**C.2.1.2.6** Site allowances for construction monitoring staff should be included in the total annual cost of employment if stated in the letter of appointment.

**C.2.1.2.7** The staff rates exclude VAT.

### **C.2.1.3 Expenses**

**C.2.1.3.1** The *expenses* that may be paid to the *Contractor* are as stated in the Contract Data. All other cost to the Contractor associated with Providing the Services is included within the staff rates.



**38. SPECIFICATIONS AND PRICE SCHEDULE**

9.1 SCHEDULE OF QUANTITIES

“Material Rate” shall include the supply and delivery of all items of material to the site (Matatiele Local Municipality) area of supply)including all incidentals necessary for the completion of the specific item of work plus the profit and VAT thereon.

“Labour Rate” shall include the cost of labour both skilled and unskilled, including supervision and profit required to complete the installation of all material covered by each specific item and VAT thereon where applicable.

No addition, erasure or alteration is to be made on the schedule of quantities. Such corrections will invalidate the tender.

Issue of Works Orders: Before a works order is issued, a site meeting between the successful bidder and the Engineer shall be conducted, so as to determine the cost of the specific proposed works.

**39. MAINTANANCE AND REPAIR WORK TYPES**

10.1 : GENERAL MAINTENANCE WORK

(Registered Contractors only)

(If and when required by Matatiele Local Municipality for work not mentioned in this tender)

Labour (Normal Time):

Supervisor	R..... / hour
Electrician	R..... / hour
Assistant Electrician	R..... / hour
Labourer	R..... / hour

(Normal Overtime):

Supervisor	R..... / hour
Electrician	R..... / hour
Assistant Electrician	R..... / hour
Labourer	R..... / hour

(Sundays and Public Holidays)

Supervisor	R..... / hour
Electrician	R..... / hour

Assistant Electrician R..... / hour

Labourer R..... / hour

Transport:

Car or LDV R..... / km

3 Ton Truck R..... / km

5 Ton Truck R..... / hour

10 Ton Truck R..... / hour

Material:

Proven cost plus percentage % .....

10.2: MEDIUM VOLTAGE SWITCHGEAR MAINTENANCE

The maintenance shall be done as per factory standards.

The contractor shall have extended knowledge of 11 kV Switchgear; this shall include knowledge of the mechanism settings as well as on site repairs if required.

The contractor shall have access to appropriate spares and 'speed-curves' shall be performed as per manufacturer's data sheets.

Emergency Backup service shall be provided within of 24 hours of call-out.

Full maintenance on 11 kV circuit breakers shall consist of:

Inspection of fixed and moving contacts, arcing tips and turbulators. Dressing contacts if necessary.

Inspection and maintenance of mechanism and links.

Cleaning and refilling the tank with regenerated oil. (LMT Breakers) Top up with SF6-GAS. (LMS & LMR Breakers) Doing a manufacturer's SPEED CURVE test.

Replace worn and faulty parts.

Issuing of test certificate and guaranteeing the quality of work done.

Labour and Transport rates: (switch gear, transformer, substation maintenance)

Labour (Normal Time):

Technician R..... / hour

Labourer R..... / hour

Labour (Normal Overtime):

Technician R..... / hour

Labourer R..... / hour

Labour (Sundays and Public Holidays)

Technician R..... / hour

Labourer R..... / hour

Transport:

Car or LDV R..... / km

3 Ton Truck R..... / km

5 Ton Truck R..... / hour

10 Ton Truck R..... / hour

Material:

Proven cost plus percentage % .....

10.3: MAINTENANCE ON 11KV MINIATURE SUBSTATION AND RMU

All material, labour, transport, supervision tools and equipment supplied by Contractor. a) Miniature substation (with or without ring main unit):

Sand down rust, spots and loose paint on outside. Clean bushings and all inside components thoroughly. Rust treatment & respray with primer

Respray all components avocado green on outside (Plascon C12 or similar approved) with the base black. (outside) Lubricate all hinges and swivel points.

Replace weather strips on all doors.

Replace warning signs and/or name where shabby or missing. R.....

b) Respraying of Ring Main Unit only:

Same as above.

R.....

c) Servicing of Ring Main Unit only

Clean bushing and all inside components thoroughly

Cleaning of contacts, insulation test and fill with virgin oil.

R.....

d) Complete refurbishing of Ring Main Unit:

Medium Voltage disconnected by Matatiele Local Municipality.Strip ring main unit down to components.

Shot blast all metal components where possible except when galvanised.Replace components where necessary.

Replace weather strips on all doors. Rust treatment & respray with primer

Respray all components avocado green on outside (Plascon C12 or similar approved)Fill ring main unit with new oil.

Provide detailed test certificate for ring main unit.

Return ring main unit to Mossel Bay Municipality

R.....

e) Complete refurbishing of miniature substation:

Medium Voltage and Low Voltage disconnected by Mossel Bay Municipality.Strip miniature substation down to components.

Shot blast all metal components where possible except when galvanised.Replace weather strips on all doors.

Replace components where necessary.

Manufacturing a new Low Voltage panel from 3CR12 steel. Transfer all equipment from old to new panel. De-tank the core and winding assembly. Clean and dry in oven.

Re-tank the core and winding assembly.Fill transformer with regenerated oil.

Refurbish ring main unit as above. Reassemble miniature substation. Rust treatment & respray with primer

Respray all components avocado green on outside (Plascon C12 or similar approved) White inside Provide detailed test certificate for transformer and ring main unit.

Return miniature substation to Matatiele Local Municipality.

Miniature substation without ring main unit. R.....

Miniature substation with ring main unit. R.....

#### 10.4 : MAINTENANCE OF 11KV TRANSFORMERS

All material, labour, transport, supervision tools and equipment supplied by Contractor. Respray only

Transformer disconnected by Matatiele Local Municipality.

Transformer will be delivered to the workshop of the contractor if within 60-kilometre radius. Sand down, repair rust spots and remove loose paint.

Clean bushings and other components thoroughly. Rust treatment and respray transformer with primer

Respray transformer Avocado Green (Plascon C12 or similar approved) Replace broken components

The contractor shall return the transformer to the Electrical Workshop of Matatiele Local Municipality if out of 60 kilometre radius.

TRANSFORMER SIZE	UNIT	PRICE PER TRANSFORMER
16kVA Single Phase	Each	R
16kVA Three Phase	Each	R
32kVA Dual Phase	Each	R
64kVA Dual Phase	Each	R
25kVA Three Phase	Each	R
50kVA Three Phase	Each	R
75kVA Three Phase	Each	R
100kVA Three Phase	Each	R
160kVA Three Phase	Each	R
200kVA Three Phase	Each	R

Testing of transformers

Insulation Test of medium voltage and low voltage windings  
Test of Transformer Oil (Included sample collection) R..... /Test

Dielectric Test R..... /Test

Moisture (ppm) Test R..... /Test

Acidity (TAN) Test R..... /Test

Gas Test (%) R..... /Test

Polychlorinated Biphenyls (PCB) Test (Labels must be provided) R..... /Test

Note: Contractor shall provide a detailed test report for each sample.

Replace transformer oil

Virgin Oil R..... /Litre

Regenerated Oil R..... /Litre

Maintenance and Repairs of Transformer Windings

All material, labour, transport, supervision tools and equipment supplied by Contractor.

De-Tank the core and winding assembly.

Clean and dry the core and winding assembly in oven.Re-Tank the core and winding assembly.

Fill transformer with regenerated transformer oil.Replace all gaskets on transformer.

Replace broken insulators.Test transformer.

TRANSFORMER SIZE	UNIT	PRICE PER TRANSFORMER
16kVA Single Phase	Each	R
16kVA Three Phase	Each	R
32kVA Dual Phase	Each	R
64kVA Dual Phase	Each	R
25kVA Three Phase	Each	R
50kVA Three Phase	Each	R
75kVA Three Phase	Each	R
100kVA Three Phase	Each	R
160kVA Three Phase	Each	R
200kVA Three Phase	Each	R

Note: Contractor shall provide a detailed test report for each transformer.

Rewinding of Medium Voltage Coil

All material, labour, transport, supervision tools and equipment supplied by Contractor.

TRANSFORMER SIZE	UNIT	PRICE PER TRANSFORMER
16kVA Single Phase	Each	R
16kVA Three Phase	Each	R
32kVA Dual Phase	Each	R
64kVA Dual Phase	Each	R
25kVA Three Phase	Each	R
50kVA Three Phase	Each	R
75kVA Three Phase	Each	R
100kVA Three Phase	Each	R
200kVA Three Phase	Each	R
160kVA Three Phase	Each	R

Note: Contractor shall provide a detailed test report for each transformer.  
The test report shall include: ratio test, iron lost test, short circuit test and oil test.

10.5: MAINTENANCE ON TRAFFIC MANAGEMENT SYSTEMS (ROBOTS)

The maintenance shall be done as per factory standards.  
The contractor shall have extended knowledge of traffic management systems (Robots); this shall include knowledge of the mechanism settings as well as on site repairs if required.  
The contractor shall have access to appropriate spares.  
Emergency Backup service shall be provided within 4 hours of call-out.  
Only one Technician allowed per service or breakdown

Labour and Transport rates

Labour (Normal Time):

Technician R..... / hour

Labourer R..... / hour

Labour (Normal Overtime):

Technician R..... / hour

Labourer R..... / hour

Labour (Sundays and Public Holidays)

Technician R..... / hour

Labourer R..... / hour



Transport:

Car or LDV R..... / km

Material:

Proven cost-plus percentage % .....

10.6: MAINTENANCE AND REPAIR OF LV KIOSKS

The maintenance shall be done as per factory standards. The contractor shall have access to appropriate spares.

Labour and Transport rates

Labour (Normal Time):

Technician R..... / hour

Labourer R..... / hour

Labour (Normal Overtime):

Technician R..... / hour

Labourer R..... / hour

Labour (Sundays and Public Holidays)

Technician R..... / hour

Labourer R..... / hour

Transport:

Car or LDV R..... / km

Material:

Proven cost plus percentage % .....

10.7: TESTING OF ELECTRICAL EQUIPMENT

All material, labour, transport, supervision tools and equipment supplied by Contractor.

10.7.1) Infrared Scanning of electrical equipment. R..... /Hour

10.7.2) Cable Condition Maintenance Assessment. R..... /Cabl

10.7.3) Secondary Injection testing of protection relays (Earth fault and over current)	
a) Electro-Mechanical Relays	R ...../Relay
b) Electronic Relays	R ...../Relay
10.7.4) Recommissioning of Switchgear.	
a) 11kV Switchgear	R ...../Switch
10.7.5) Cable Fault Locating	
a) Low Voltage Cables	R ...../Cable
b) Medium Voltage Cables	R ...../Cable
10.7.6) Non-destructive test on galvanised steel masts	
a) 25m Mast	R ...../Mast
b) 30m Mast	R ...../Mast
10.7.7) Earth Resistance Test Substations	R ...../Test point

10.8: INSPECTION OF ELECTRICAL EQUIPMENT

All material, labour, transport, supervision tools and equipment supplied by Contractor.

Inspection of Medium Voltage and Low Voltage Overhead Lines (Wooden Poles) (Taking and testing of samples included)	R ...../Pole
Inspection of Medium Voltage and Low Voltage Overhead Lines (Steel Poles)	R ...../Pole
Inspection of Medium Voltage Overhead Network	R ...../km
Inspection of Low Voltage Overhead Network	R ...../km

Note: Contractor shall provide a detailed test report for each inspection.

**JOINT VENTURE INFORMATION**  
(Complete only if applicable)

The parties hereto form a Joint Venture for the purpose of jointly bidding and obtaining the award of contract.

The share of the partners in the Joint Venture shall be:

Full Name and address of Lead enterprise

..... %  
.....

Full Name and address of 2<sup>nd</sup> enterprise

..... %  
.....

Full Name and address of 3<sup>rd</sup> enterprise

..... %  
.....

The Lead Partner is hereby authorized to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture the technical advice and benefit of their individual experience and shall, in all other respects, endeavor to share the responsibility and burden of the performance of the Joint Venture.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partners shall supply, in its name, Professional Liability Insurance for the amount and period as stated in the Contract Data.

The Joint Venture may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder  
or

The work undertaken by the Joint Venture under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the Matatiele Local Municipality or any other party for the Project, either alone or in collaboration with a third party.

**Authorised Signature Lead Partner** .....

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 2<sup>nd</sup> Partner** .....

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 3<sup>rd</sup> Partner** .....

Name .....

Designation .....

Signed at..... on .....

**(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)**