

MKHONDO LOCAL MUNICIPALITY



TENDER DOCUMENT FOR:

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE OF ELECTRICAL INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CONTRACT NUMBER: MKHO05/2022/23

CLOSING DATE: 12 AUGUST 2022 @ 12:00pm

EMPLOYER:

MKHONDO LOCAL MUNICIPALITY

P O Box 23
Mkhondo
2380

Mr BA Maseko
Acting Municipal Manager

Tel: +27 (0) 17 845 0200
Fax: +27 (0) 17 826 3129
Email: BMaseko@mkhondo.gov.za

FOR ENQUIRES:

TECHNICAL SERVICES

Mr S.W Nkosi
Acting General Manager
Tel: +27 (0) 17 285 0307
Email: SNkosi2@mkhondo.gov.za

Supply Chain Management

Ms Q.Z Mbatha
Senior Manager
Tel: +27 (0) 17 285 0213
Email: QMbatha@mkhondo.gov.za

Name of Tenderer :

CIDB Registration Number :

CSD Registration No. :

TENDER DETAILS				
TENDER NUMBER	MKHO05/2022/23			
TENDER TITLE	PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE OF ELECTRICAL INFRASTRUCTURE AS AND WHEN REQUIRED FOR THE PERIOD OF 36 MONTHS			
CLOSING DATE	12 AUGUST 2022	CLOSING TIME	12H00	
BRIEFING SESSION	COMPULSORY	DATE	19 JULY 2022@ 11H00	
TENDER DOCUMENT FEE	R 500.00	PREFERENCE POINT SYSTEM	80/20	
BID BOX SITUATED AT	Mkhondo Local Municipality, Ground floor, No.33 Corner Market and De Wet Street, eMkhondo, 2380			
OPERATING HOURS	The bid box is open during office hours, Monday to Friday from 8h00 to 16h00.			
OFFER TO BE VALID FOR	90	DAYS FROM THE TENDER CLOSING DATE.		
OFFER TO BE VALID FOR	90 DAYS FROM THE CLOSING DATE OF TENDER.	LOCAL CONTENT		
PLEASE NOTE:				
<div>1. Prospective suppliers must be registered on CSD prior to submitting bids (open bids)</div> <div>2. Only tender documents that are deposited in Mkhondo tender box will be considered.</div> <div>3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of contract (GCC) and, if applicable, any other special conditions of contract.</div> <div>4. Mailed, telegraphic, telex, or faxed tenders will not be accepted.</div> <div>5. No late bids after closing date and time will be accepted.</div> <div>6. Bids not clearly marked, signed and unamend will not be accepted as required by the document.</div> <div>7. Bids may only be submitted on the original bid documentation provided by the municipality or downloads from the e-tender portal.</div> <div>8. No awards will be made to a person:<div><div>i. Who is in the service of the state,</div><div>ii. If that person is not a natural person , of which any director, manager, principal shareholder or stakeholder is a person in the service of the state</div><div>iii. Who is an advisor or consultant contracted with the municipality or municipal entity</div></div></div>				

BIDDER'S TENDER DOCUMENTATION DECLARATION

Service Provider should not complete these schedules
(the bidders must complete this table in full (YES/ NO/ N/A))

	Question	Requirement	Bidder's Response
1	Have you initialed all the pages of the tender document?	YES	
2	Have you completed and signed the returnable schedules?	YES	
2.1	▪ Schedule 1 : Resolution of board of directors	YES	
2.2	▪ Schedule 2 : Resolution to enter into consortia or JV's	YES	
2.4	▪ Schedule 4 : Schedule of proposed sub-contractors	YES	
2.5	▪ Schedule 5 : Commitments of tenderer	YES	
2.6	▪ Schedule 6 : Record of addenda to tender documents	YES	
2.7	▪ Schedule 7 : Clarification meeting attendance certificate	YES	
2.8	▪ Schedule 8 : Compulsory enterprise questionnaire	YES	
2.9	▪ Schedule 9 : Clearance certificate for water and lights	YES	
2.10	▪ Schedule 10 : Registration on Central Supplier Database	YES	
2.11	▪ Schedule 11 : Tenderer's experience evaluation	YES	
2.12	▪ Schedule 12 : Tenderer's proposed organization, staffing and key staff experience evaluation	YES	
2.13	▪ Schedule 13 : Capacity to execute and implement the tender (physical resources) evaluation	YES	
2.14	▪ Schedule 14 : Tenderer's implementation plan and methodology for project	YES	
3	Have you completed / signed and submitted all relevant information as requested by the evaluation schedules? (as and when required)	YES	
4	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	
5	Have you completed the questionnaire (MBD 5) regarding the declaration for procurement above R10-million and submitted your company's latest three years audited financial statements (as and when required)?	YES	
6	Have you take note of the contents of par 5 of MBD 6.1 to substantiate your B-BBEE rating claims. Have you submitted an original, valid or certified copy of your company's B-BBEE certificate to qualify for preference points?	YES	
7	Have you completed and signed the following form: MBD 7.1 Form - Contract form for purchase of goods / works? MBD 7.2 Form - Contract Form for rendering of services? (as and when required)	YES	
8	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	YES	
10	Do you understand the Special Conditions of Contract / Specifications / Terms of Reference and/or Scope of Works?	YES	
11	Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES ?	YES	
12	Have you completed and signed Part 2 of C1.2 (Contract Data)?	YES	
13	Have you completed the MBD 3.3 form and carried over your tendered price (VAT inclusive) to Form of Offer (C1.1)?	YES	
14	Have you completed and sign the following form: MBD 6.2: Declaration certificate for local production and content for designated sectors and required Annexures	YES	
15	Have you submitted the compulsory documents	YES	
16	Have you submitted the CIDB Grading 1EP PE or Higher	YES	

TENDER NO.					
------------	--	--	--	--	--

BIDDER'S TENDER DOCUMENTATION DECLARATION CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.

NAME OF REPRESENTATIVE	
POSITION / DESIGNATION	
SIGNATURE	
DATE	

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	MKHO05/2022/23	CLOSING DATE:	12 AUGUST 2022	CLOSING TIME:	12H00
DESCRIPTION	PROGRAM DESCRIPTION: PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE OF ELECTRICAL INFRASTRUCTURE AS AND WHEN REQUIRED FOR AGREEMENT PERIOD OF 36 MONTHS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

Mkhondo Local Municipality, Ground floor, Foyer					
No.33 Corner market and De Wet Street					
EMkhondo					
2380					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	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		
[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]		
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		R
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance – SCM		CONTACT PERSON	SW Nkosi	
CONTACT PERSON	Ms QZ Mbatha		TELEPHONE NUMBER	017 285 0307	
TELEPHONE NUMBER	017 285 0213		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER			E-MAIL ADDRESS	Snkosi2@gmail.com	
E-MAIL ADDRESS	QZMbatha@mkhondo.gov.za				

TENDER NO.	MKHO05/2022/23				
-------------------	-----------------------	--	--	--	--

BIDDER

WITNESS

EMPLOYER

WITNESS

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE 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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



MKHONDO LOCAL MUNICIPALITY

TENDER NO: MKHO05/2022/23

CLOSING DATE: 12 AUGUST 2022 AT 12H00

TENDER DESCRIPTION:

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for the **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE OF ELECTRICAL INFRASTRUCTURE AS AND WHEN REQUIRED FOR AGREEMENT PERIOD OF 36 MONTHS**

Tender documents are available at the e-Tenders portal, the municipal website and at the Municipal Offices at a non-refundable payment deposit of **R500.00**. Per set at Mkhondo Local Municipality (Cashiers) revenue division during normal working hours. A compulsory briefing session will be held at the Municipal Town Hall on the **19th of July 2022 @ 11:00am**.

The closing time for receipt of tenders is **12:00 on the 12th of AUGUST 2022**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Hereafter all bids will be public.

Any technical enquiries relating to the tender document may be directed to the responsible department as stated on the tender advert.

Fully completed tender documents, clearly marked **"PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE OF ELECTRICAL INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS"** with **"NAME of TENDERER"** must be placed in a sealed envelope and placed in the tender box **on the** Ground floor, **Mkhondo Local Municipality, Hall (Main Building), No.33 Cornr Market and De Wet Street,, eMkhondo**, by no later than **12:00** on the **12th of AUGUST 2022**. The envelope must be endorsed with number, title and closing date as indicated above.

Bidders will be evaluated on functionality whereby 50 points has to be attained before financial proposals can be looked at. A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Mkhondo Local Municipality where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE Status Level of Contribution.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

NB: : Only locally produced or manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered in line with Regulation 8(2) of the Municipal Supply Chain Management Regulations and National Treasury Circular 69."

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South-African Reserve Bank (SARB) at00 on the date of advertisement of the bid; and

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Only the South-African Bureau of Standards (SABS) approved technical specification number SATS 12863:2011 must be used to calculate local content.

Bids should be accompanied by the following compulsory documents (non-submission will result to bid being non-responsive): A valid SARS PIN, recently certified identification copies of Directors, certified copy of Company registration certificate, CSD registration number (to be verified on evaluation), valid proof of **CIDB** Grading designation of minimum of **1 EP PE or higher** and current municipal account statement (not owing more than 90 days) / proof of lease agreement must be attached if renting (Bidders residing in a non-billed areas must attach proof of residence / letter from Tribal Authority).

Bids will only be considered if submitted in a sealed envelope and deposited into the tender box as indicated in the bid invitation.

Pre-qualifying criteria for preferential procurement shall be applied. Bids will be pre-qualified on two (2) criteria for preferential procurement. Only bidders that meet the following pre-qualifying criteria shall be considered:

- **Criteria 1: Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE). A sworn affidavit for EME/QSEs (accessible from <http://www.dti.gov.za>) must be attached. A tender that fails to meet this pre-qualifying criterion stipulated will be an unacceptable tender.**
- **Criteria 2: Only Bidders with a BBBEE Level 1 or Level 2 Certificate will be considered.**

If you do not hear from us within 90 days after the closing date, please consider your tender unsuccessful.

**Mr. BA Maseko
Acting Municipal Manager
Mkhondo Local Municipality**

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

T1.2 TENDER DATA

CLAUSE NO.	
	<p>The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Tender.</p>
1.1	The employer is the Mkhondo Local Municipality
1.2	<p>The single volume approach is adopted for this contract.</p> <p>The list of returnable documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the returnable documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Mkhondo Municipality bound up as it was when it was received.</p> <p>The tender documents issued by the employer comprise of the following:</p> <p>TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules</p> <p>CONTRACT</p> <p>Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2: Pricing Schedule C2.1 Pricing Instructions and Schedule C2.2 Priced fees and disbursements</p> <p>Part C3: Terms of reference C3 Terms of reference</p>

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

1.4	<p>The employer's agent is:</p> <p>Name : Mkhondo Local Municipality Capacity : Acting General Manager : Technical Services Address : Mkhondo Local Municipality P.O. Box 23, Piet Ritief, 2380 Tel: 017 285 0307 Fax:017 285 0307 E-mail:snkosi2@mkhondo.gov.za</p>														
2.1.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ol style="list-style-type: none"> 1. Tenderer is registered on the Central Supplier Database 2. Tenderer is qualified and professionally registered for the service to be provided 3. Tenderer has the managerial capacity, reliability and experience regarding the nature of the project <p>Only those tenderers who score a minimum score of 50 points in respect of the following functionality criteria will proceed to the price and preference goals.</p> <table border="1" data-bbox="384 900 1458 1422"> <thead> <tr> <th>Description of Quality Criteria</th><th>Maximum number of tender evaluation points</th></tr> </thead> <tbody> <tr> <td>TESTING EQUIPMENT</td><td>20</td></tr> <tr> <td>SIZE OF ENTERPRISE</td><td>20</td></tr> <tr> <td>CAPABILITY/EXPERIENCE</td><td>20</td></tr> <tr> <td>PLANT</td><td>20</td></tr> <tr> <td>LOCALITY</td><td>20</td></tr> <tr> <td>Maximum total evaluation points for quality (50 points)</td><td>100</td></tr> </tbody> </table>	Description of Quality Criteria	Maximum number of tender evaluation points	TESTING EQUIPMENT	20	SIZE OF ENTERPRISE	20	CAPABILITY/EXPERIENCE	20	PLANT	20	LOCALITY	20	Maximum total evaluation points for quality (50 points)	100
Description of Quality Criteria	Maximum number of tender evaluation points														
TESTING EQUIPMENT	20														
SIZE OF ENTERPRISE	20														
CAPABILITY/EXPERIENCE	20														
PLANT	20														
LOCALITY	20														
Maximum total evaluation points for quality (50 points)	100														
2.7	<p>Site visit and clarification meeting Compulsory Briefing Session: Date: 19 JULY 2022 Time: 11:00am Place: Mkhondo Municipality Town Hall</p> <p>Enquiries regarding the tender may be directed to: Name : Mr BA Maseko Telephone No. : 017 285 0307 Fax No. : 017 826 3129 E-Mail address : BMaseko@mkhondo.gov.za</p> <p>Tenderers must sign the attendance list in name of the tendering entity. Addenda will be issued and tenders will be received only from those tendering entities appearing on the attendance list.</p>														

2.8	The closing time for submission of tender offers is as indicated in the tender notice and invite
2.12.1	Alternative offers will not be considered
2.13.3	Additional copies of the tender offer, document will not be required
2.13.5 2.13.7	<p>The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are:</p> <p>Location of tender box : Mkhondo Local Municipality</p> <p>Physical address : Hall (Main Building), N0.33 Corner Market and De Wet Street, eMkhondo, 2380</p> <p><u>Identification details:</u> As indicated in the tender notice</p> <p><u>Tender No: MKHO05/2022/23. PROGRAM DESCRIPTION: PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE OF ELECTRICAL INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS</u></p>
2.14	The site of works is located at Mkhondo Local Municipality
3.4	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at:</p> <p>Time: 12:00 on 12 AUGUST 2022</p> <p>Location: Mkhondo Local Municipality Offices: Hall (Main Building)</p>
3.11	<p>The procedure for the evaluation of responsive tenders is Method 4.</p> <p>The total number of tender evaluation points for preferences to may be claimed is indicated in MBD 6.1</p>
3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database; b) the tenderer has provided a copy/ printed Tax compliance status reference Pin to enable the municipality to verify the bidder's tax compliance status c) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; d) the tenderer or any of its directors 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; and e) the tenderer has not: <ul style="list-style-type: none"> i) abused the employer's Supply Chain Management System; or ii) failed to perform on any previous contract in Mkhondo Local Municipality or any other Municipality and has been given written notice to this effect; f) it is considered that the performance of the services will not be compromised through any conflict of interest.
3.17	The number of paper copies of the signed Contract to be provided by the employer is one

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

T1.3 STANDARD CONDITIONS OF TENDER

1 GENERAL

1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in clause 2 and clause 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.
- 1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 **The employer's right to accept or reject any tender offer**

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

1.6 **Procurement procedures**

1.6.1 **General**

Unless otherwise stated in the tender data, a contract will, subject to **clause 3.13**, be concluded with the tenderer who in terms of **clause 3.11** is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 **Competitive negotiation procedure**

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of clause 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of clause 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of clause 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of clause 3.11 and clause 3.13 after tenderers have been requested to submit their best and final offer.

2 **TENDERER'S OBLIGATIONS**

2.1 **Eligibility**

2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.

2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

2.2 **Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.3 **Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 **Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 **Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 **Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 **Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 **Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 **Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 **Pricing the tender offer**

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

(except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data. Price offers must be valid for 90 days.

- 2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 **Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

2.12 **Alternative tender offers**

- 2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 **Submitting a tender offer**

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- 2.14 **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- 2.15 **Closing time**
- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- 2.16 **Tender offer validity**
- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".
- 2.17 **Clarification of tender offer after submission**
- 2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Note:

Clause 2.17.1 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

2.18 Provide other material

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 Submit securities, bonds, policies etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

3 THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the tenderer

3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

3.2 **Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the tender data. If, as a result a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and, shall then notify all tenderers who drew documents.

3.3 **Return late tender offers**

Return tender offers received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

3.4 **Opening of tender submissions**

3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

3.4.3 Make available the record outlined in **clause 3.4.2** to all interested persons upon request.

3.5 **Two-envelope system**

3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

3.6 **Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

TENDER NO.	MKHO5/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

3.7 **Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

3.8 **Test for responsiveness**

3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.9 **Arithmetical errors, omissions and discrepancies**

3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with **clause 3.11** for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

3.10 **Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

3.11 **Evaluation of Tender Offers**

3.11.1 **General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

3.11.2 **Methods 4: Financial offer, quality and preference**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, quality and preferences claimed, if any, in accordance with the provisions of **clause 3.11.3, clause 3.11.4 and clause 3.11.5**
- b) Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for quality using the formula in clause 3.11.5.
- c) Only tender who score the minimum required points on functionality will proceed to price and preference evaluation stage.
- d) Score the financial offers of remaining responsive tender offers using the formula in clause 3.11.3.
- e) Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.
- f) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with **clause 3.11.3**;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with **clause 3.11.4**.

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- g) Rank tender offers from the highest number of tender evaluation points to the lowest.
- h) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- i) Re-score and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

3.11.2 **Decimal places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

3.11.3 **Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO}$$

$$= W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.

A is a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = 1 + \frac{(P - P_m)}{P_m}$	$A = \frac{P}{P_m}$
2	Lowest price or percentage commission / fee	$A = 1 - \frac{(P - P_m)}{P_m}$	$A = \frac{P_m}{P}$
P_m = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration			

3.11.4 **Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

3.11.5 **Scoring quality**

Score each of the criteria and sub criteria for quality in accordance with the provisions of the tender data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

Where: S_Q is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

3.12 **Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

3.13 **Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

3.14 **Prepare contract documents**

3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

3.15 **Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

3.16 **Notice to unsuccessful tenderers**

3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

3.16.3 Unsuccessful forms / documents will be disposed of after 24 months.

3.17 **Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3.18 **Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

3.19 **Other Documentation**

3.19.1 **Municipal Rates, Taxes and Charges**

- (a) A copy of the bidder's **AND** the Director/s municipal account (for the Municipality where the bidder pays his account) **for the month preceding the quotation closure date** must accompany the tender documents. **If such a copy does not accompany the bid document of the successful bidder, the bid will be unsuccessful.**
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.
- (c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.
- (d) A Municipal Account Statement must be attached regardless of whether the SCM 5 is completed.
- (e) Service providers with Councillors proof of address must also complete the SCM 5 Form and the Municipal official must confirm in writing that the Municipality does not render any services in the stated residenti

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

The bidder **MUST ENSURE** that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

1.	Completed page containing the details of bidder	Yes	No
2.	Specifications & Pricing Schedules - Is the form duly completed and signed?	Yes	No
3.	Tax Clearance Certificate or a Tax Compliance status pin attached	Yes	No
4.	Authority of Signatory - Is the form duly completed and signed?	Yes	No
5.	Current Comprehensive CSD Report attached	Yes	No
6.	Certified Company registration Certificate attached	Yes	No
7.	Payment of Municipal Accounts - Is the form duly completed and signed?	Yes	No
8.	B-BBEE certificate - Is the form duly completed and signed? Is a <u>certified or an original certificate attached</u>	Yes	No
9.	Certified Directors ID Copy Attached	Yes	No
10.	Joint Venture Agreement attached (IF APPLICABLE)	Yes	No
11.	Declaration by The Bidder Where the Bidder Is Sourcing Goods - Is the form duly completed and signed?	Yes	No
12.	Form of Offer - Is the form duly completed and signed?	Yes	No
13.	Contract data - Is the form duly completed and signed?	Yes	No
14.	Schedule of proposed sub-contractors?	Yes	No
15.	Commitments of tenderer attached?	Yes	No
16.	Evaluation Schedule : Tenderer's experience attached?	Yes	No
17.	Evaluation Schedule : Construction experience attached?	Yes	No
18.	Evaluation Schedule : Experience of key staff attached?	Yes	No
19.	Tenderer's implementation plan for the project attached?	Yes	No
20.	Record of addenda to tender documents attached?	Yes	No
21.	Did the Bidder attend the briefing session (if compulsory)	Yes	No
22.	(MBD 4) Declaration of interest- Is the form duly completed and signed?	Yes	No
23.	(MBD 5) Declaration for procurement above R10-million	Yes	No
24.	(MBD 6.1) Preference points claimed- Is the form duly completed and signed?	Yes	No
25.	(MBD 6.2) Declaration of Local Content and relevant Annexures	Yes	No
26.	(MBD 7.1) Contract form for purchase of goods / works	Yes	No
27.	(MBD 7.2) Contract form for rendering of Services	Yes	No
28.	(MBD 8) Signed declaration of bidder's past supply chain management practices	Yes	No
29.	(MBD 9) Prohibition of Restrictive Practices be completed and signed.	Yes	No
30.	Bidder must initial every page of this bid document.	Yes	No

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.

Signed

Date

Name

Position

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

T2.1 LIST OF RETURNABLE DOCUMENTS

1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Schedule 1 : Resolution of Board of Directors (authority to signed)
- 1.2 Schedule 2 : Resolution of Board of Directors to enter into consortia or JV's
- 1.3 Schedule 4 : Schedule of proposed sub-contractors
- 1.4 Schedule 5 : Commitments of tenderer
- 1.5 Schedule 6 : Record of addenda to tender documents
- 1.6 Schedule 7 : Clarification meeting attendance certificate
- 1.7 Schedule 8 : Compulsory enterprise questionnaire
- 1.8 Schedule 9 : Clearance certificate for water & lights
- 1.9 Schedule 10 : Registration on Central Supplier Database
- 1.10 Schedule 11 : Evaluation Schedule : Tenderer's experience
- 1.11 Schedule 12 : Evaluation Schedule : Construction experience
- 1.12 Schedule 13 : Evaluation Schedule : Experience of key staff
- 1.13 Schedule 14 : Tenderer's implementation plan for the project

2 COMPULSORY MUNICIPAL BID DOCUMENTATION

- 2.1 MBD 4 : Declaration of interest
- 2.2 MBD 5 : Declaration for procurement above R10-million
- 2.3 MBD 6.1 : Preference certificate
- 2.4 MBD 6.2 : Declaration of Local Content and relevant Annexures
- 2.5 MBD 7.1 : Contract form for purchase of goods / works
- 2.6 MBD 7.2 : Contract form for rendering of Services
- 2.7 MBD 8 : Declaration of bidder's past supply chain management practices
- 2.8 MBD 9 : Certificate of Independent Bid Determine

SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

Resolution of a meeting of the Board of *Directors / Members / Partners of:

		(Enterprise Name)
Held at	(place)	
On	(date)	

RESOLVED that:

1.	The enterprise submits a bid / tender to the Mkhondo Local Municipality in respect of the following project: TENDER: PROGRAM DESCRIPTION: MAINTENANCE OF ELECTRICAL INFRASTRUCTURE AS AND WHEN REQUIRED FOR AGREEMENT PERIOD OF 36 MONTHS (MKHO05/2022/23)	
2.	Mr/Mrs/Ms	
	in his/her capacity a:	(Position in the Enterprise)
	and who will sign as follows:	(Authorized Signature)
be, and is hereby, authorized to sign the bid / tender, and any and all other documents and/or correspondence in connection with and relating to the bid /tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid / tender to the enterprise mentioned above.		

Directors / Members / Partners of:

	Name	Capacity	Signature
1			
2			
3			

Note:

- * Delete which is not applicable
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page
- If no stamp the enterprise can sign on the stamp box

ENTERPRISE STAMP

Page **27** of **100**

TENDER NO.					
------------	--	--	--	--	--

BIDDER

WITNESS

EMPLOYER

WITNESS

SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

		(Enterprise Name)
Held at		
	(place)	
On		
	(date)	

RESOLVED that:

1.	The enterprise submits a bid / tender, in consortium / joint venture with the following enterprises:	
	(List all the legally correct full names and registration numbers, if applicable, of the enterprises forming the consortium / joint venture)	
	To the to the Mkhondo Local Municipality in respect of the following project	
	TENDER:MKHO05/2022/23 PROGRAM DESCRIPTION: MAINTENANCE OF ELECTRICAL INFRASTRUCTURE AS AND WHEN REQUIRED FOR AGREEMENT PERIOD OF 36 MONTHS	
2.	Mr/Mrs/Ms	
	in his/her capacity as	(Position in the Enterprise)
	and who will sign as follows	(Authorized Signature)
2.1	be, and is hereby, authorized to sign a consortium / joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium / joint venture, in respect of the project described under item 1 above.	
2.2	The enterprise accepts joint and several liability with the parties listed under item 2 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the contract to be entered into with the department in respect of the project described under item 1 above.	
2.3	The enterprise chooses as its <i>domicilium citandi et executandi</i> for all purposes arising from this joint venture agreement and the contract with the department in respect of the project under item 1 above	
	i) Physical address	
	ii) Postal address	
		(Code)
	iii) Telephone number	
	iv) Fax Number	

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Directors / Members / Partners of:

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. *Delete which is not applicable*
2. **NB.** *This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise*

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page
- 3.

Enterprise Stamp

SCHEDULE 4

SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. We agree we will not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

	Name and address of proposed sub-contractor	Nature and extent of work	Previous experience with sub-contractor
1			
2			
3			
4			
5			

NAME OF REPRESENTATIVE	SIGNATURE	CAPACITY	DATE

NAME OF ORGANIZATION	
----------------------	--

SCHEDULE 5

COMMITMENTS OF TENDERER

Kindly provide particulars of commitments which the tenderer is presently engaged and/or involved with:

Current Projects / Contract	Organization	Contact Person Name	Contact Tel. No.	Contract Amount	Contract Period	Date of Commence-ment	Scheduled Date of Completion
1.							
2.							
3.							
4.							
5.							

NAME OF REPRESENTATIVE	SIGNATURE	DATE

TENDER NO.	MKHO05/2022/23				
------------	----------------	--	--	--	--

SCHEDULE 6

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / we confirm that the following communications received from the Mkondo Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I / we confirm that no communications were received from the Mkondo Municipality before the submission of this tender offer, amending the tender documents.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

TENDER NO.	MKH005/2022/23				
-------------------	-----------------------	--	--	--	--

SCHEDULE 7

CLARIFICATION MEETING ATTENDANCE CERTIFICATE

This is to certify that, I	
Representing	
in the company of	
attended the clarification meeting on	
I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.	

NAME OF REPRESENTATIVE	SIGNATURE	DATE

NAME OF MUNICIPAL REPRESENTATIVE	SIGNATURE	DATE

SCHEDULE 8

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise			
Section 2: VAT registration number, if any			
Section 3: Particulars of sole proprietors and partners in partnerships			
No	Name*	Identity Number*	Personal Income Tax Number*
3.1			
3.2			
3.3			
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 4: Particulars of companies and close corporations			
4.1	Company Registration number		
4.2	Close corporation number		
4.3	Tax reference number		
Section 5: Record in the service of the state			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)	
A member of any provincial legislation		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Provinces		An employee of Parliament or a provincial legislature	
A member of the board of directors		An official of any municipality or municipal entity	

of any municipal entity			
-------------------------	--	--	--

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

Section 6: Records of spouses, children and parents in the service of the state

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

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

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

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

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

TENDER NO.	MKH005/2022/23				
-------------------	-----------------------	--	--	--	--

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Note: insert separate page if necessary

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
CAPACITY	DATE

SCHEDULE 9

CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

QUESTIONS		YES	NO
1.	Do you own a property?		
2.	Do you receive a municipal rates account?		
3.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
4.	If yes, provide the following details:		
4.1	▪ Municipality name		
4.2	▪ Municipal account number		
5.	If yes, please attach proof in the form of the original or certified copy of the bidder's municipal rates and taxes account not older than 3 months		
6.	Does the bidder lease / rent the property where the business is situated?		
7.	If yes, provide the following details:		
7.1	▪ Landlord name		
7.2	▪ Address property is situated		
7.3	▪ Contact number of landlord		
8.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

*** IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR QUOTE OR TENDER AS NON RESPONSIVE**

MUNICIPAL RATES & CHARGES CLEARANCE CERTIFICATE

IT IS A CONDITION OF BIDDING I.R.O. GOODS, WORKS AND SERVICES ABOVE A TRANSACTION VALUE OF R15 000 (VAT INC) THAT –

1. The rates and taxes as well as other charges (e.g. water and electricity accounts) of the successful bidder must be in order, or that satisfactory arrangements have been made with the municipality concerned to meet his/her obligations in this regard.
2. The attached form “Application for a municipal tax rates & charges Clearance Certificate” in respect of bidders must be completed in all respects and submitted to the municipality where the bidder or his/her business is located.

The relevant municipality will then furnish the bidder with a “Clearance Certificate” that will be valid for a period of twelve (12) months from date of issue.

3. This Clearance Certificate must be obtained by the bidder at his/her own cost and submitted in the original together with the rest of the bid documents.
4. Failure to submit the original valid Clearance Certificate may invalidate your bid.
5. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate Clearance Certificate.

TENDER NO.	MKH005/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

APPLICATION FOR A TAX, RATES & OTHER MUNICIPAL CHARGES CLEARANCE CERTIFICATE (I.R.O. BIDDERS)

1. Full name of tax payer/bidder

2. Trade name (if any)

3. Identification No.

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

4. Company/Close Company Registration No.

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

5. Municipal Account No.

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

Signature of person requiring Clearance Certificate

Name :

Telephone No. Code

--	--	--

 Number

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

Residential Address

Postal Address:

CLEARANCE CERTIFICATE BY MUNICIPALITY

I, in my capacity as
(full names) (designation)

of the municipality of Hereby certify that –
(name of municipality)

- I have examined the municipal accounts of the above-named person/firm/company/close corporation and am satisfied that all his/her municipal accounts are up to date and fully paid.
- I have examined the above-named municipal accounts and have found the said accounts to be in arrears.

Signature of official Municipality of	
--	--

Telephone No. Code

--	--	--

 Number

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

Date:/...../ 2022

IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR QUOTE OR TENDER AS NON RESPONSIVE

SCHEDULE 10

NOTICE OF SUPPLY CHAIN MANAGEMENT CENTRAL SUPPLIER DATABASE REGISTRATION

Par 14(1)(a) of the municipal supply chain management policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements.

The purpose of this notice is to obtain proof that the service provider is registered on the Central Supplier Database. **Registration is COMPULSORY in order to conduct business with Mkhondo Local Municipality.** The database will be used to verify the accreditation of a supplier before an award can be made.

Each bidder must complete the below checklist (please tick with an X where appropriate).

QUESTIONS		YES	NO
1.	Is your company registered on the Central Supplier Database?		
2.	If yes, provide the following details:		
2.1	▪ CSD registration number		
2.2	▪ Unique CSD number		
3.	Enquiries related to par. 2.1 and 2.2 can be made to Ms QZ Mbatha at 017 285 0213		
4.	If no, please register on Central Supplier Database ,website, www.csd.gov.za , before submitting tender document		
I, (insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (insert company name)			
hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

SCOPE OF WORK

1. Employer's objectives

To ensure that preventative, routine and breakdown maintenance on the Municipality's electrical infrastructure is done in order to preserve the continuity of supply and improve the reliability of the electricity network.

2. Extent of the service providers' response to supply and deliver

The successful bidder will be required to render the services within 7 days from the date the purchase order is issued.

3. Applicable national and international standards

The equipment should be certified SABS and comply with relevant SANS standards.

4. Particular specifications

4.1 Scope of works

Make provision for maintenance of electrical infrastructure, high voltage and low voltage overhead lines, underground cables, and repairs of transformers, 11kv circuit breakers, electrical switchgear (T3), electricity meters, batteries, streetlights and highmast lights as per required standards.

- The tenderer is required to submit an itemized **quotation/ proposal** for the maintenance and repairs of the listed electrical infrastructure with associated components to the required standards.

4.2 Requirements

All repairs and maintenance including replacement of components will be performed to the standards of the technical specification requirements. Itemized cost will include labour only. The tenderer is required to submit a signed maintenance/repair report with signed job cards after the completion of work together with an invoice.

Rejection:

Mkhondo Local Municipality will reserve the right to reject any delivery or to negotiate a penalty based on the loss in efficiency.

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

A. EVALUATION FOR FUNCTIONALITY

Failure to submit proof of the points claimed will lead to disqualification. Companies that score less than 50 points will not be evaluated further.

Evaluation aspect	SCORE			Points scored
	20	15	10	
1. TESTING EQUIPMENT (Valid Calibration Certificates)	More than two (3) Test instruments	Two (2) Test instruments	One (1) Test instruments	
2. Size of Enterprise (Staffing profile Number of staff available to execute this contract)	Five (5) or more with three (3) being Electricians (submit Trade Certificates)	Four (4) with two (2) being Electricians (submit Trade Certificates)	Three (3) with 1 being an Electrician (submit Trade Certificates)	
3. Capability/Experience: specifically related to Streetlights & High mast light Maintenance (attach appointment letters & References)	Bidder listed four (4) or more projects.	Bidder listed three (3) projects.	Bidder listed two (2) projects.	
4. Cherry Picker (Attach ownership or proof of lease/agreements)	Bidder listed three (3)	Bidder listed two (2)	Bidder listed one (1)	
5. Locality	Mkhondo	Gert Sibande	Mpumalanga Province	
Total				

B. SCOPE OF WORK (REPAIR AND MAINTENANCE OF ELECTRICAL SUBSTATIONS AND NETWORK INFRASTRUCTURE)

5. Employer's objectives

To ensure that preventative, routine and breakdown maintenance on the Municipality's electrical infrastructure is done in order to preserve the continuity of supply and improve the reliability of the electricity network.

6. Extent of the service providers' response to supply and deliver

The successful bidder will be required to render the services within 7 days from the date the purchase order is issued.

7. Applicable national and international standards

The equipment should be certified SABS and comply with relevant SANS standards.

8. Particular specifications

8.1 Scope of work

Make provision for a panel of at least Four (4) service providers for the repair and maintenance of electrical substations, transformers, breakers, electricity meters, batteries, lights and network infrastructure as per required standards.

Itemized costs for maintenance and repair of each of the below forms are required:

- **Form A: Electrical substations**
- **Form B: Network Infrastructure**

8.2 Requirements

All repairs and maintenance including replacement of components will be performed to the standards of the technical specification requirements. Itemized cost will include labour only. The tenderer is required to submit a signed maintenance/repair report with signed job cards after the completion of work together with an invoice.

Rejection:

Madibeng Local Municipality will reserve the right to reject any delivery or to negotiate a penalty based on the loss in efficiency.

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

C. EVALUATION FOR FUNCTIONALITY

Evaluation aspect	SCORE			Points scored
	5	3	2	
6. TESTING EQUIPMENT (Relay/Breaker Testing Machines, owned or leased – attach calibration certificate)	More than two (2) Machines	Two (2) Machines	Less than two (2) Machines	
7. Size of Enterprise (Staffing profile Number of staff available to execute this contract)	Five (5) or more with Three (3) being electricians (submit Trade Test certificates)	Four (4) with two (2) being Electricians (submit Trade Test certificates)	Less than 4 with one (1) being an Electrician	
8. Capability/Experience: specifically related to Substations & overhead lines (attach completion certificates & references)	Bidder listed Five (5) or more projects.	Bidder listed Four (4) projects.	Bidders listed Three (3) or less	
9. Plant/Equipment (Crane Truck, Cherry picker & Bakkie) – Owned or Leased	More than Five (5) vehicles	Four (4) vehicles	Less than Three (3) vehicles	
Total				

Failure to submit proof of the points claimed will lead to disqualification. Bidders scoring a zero in any of the aspects below or a total score of less than 50 out of possible 100 points will be, disqualified.

SPECIFICATION FOR OVERHEAD LINES AND UNDERGROUND CABLE FAULT LOCATION & REPAIRS

1. Scope of work

Make provision for overhead lines and underground cable fault location & repairs on the MV (11kV) and LV (400v) cable network.

The tenderer is required to submit an itemized quotation for overhead lines and underground cable fault location & repairs with associated components to the required standards.

2. Requirements

All maintenance activities to be carried-out and the replacement of components will be performed to the standards of the technical specification requirements. Itemized cost will include material and labour. The tenderer is required to submit a signed job card after the completion of work together with an invoice.

FUNCTIONALITY

Bidders scoring a zero in any of the aspects below or a total score of less than 50 out of possible 100 points will be, disqualified.

Evaluation aspect	SCORE			Points scored
	20	15	10	
10. TESTING EQUIPMENT : Cable Testing Machines/Test Vans, owned/leased (Provide Valid Calibration Certificates)	More than two (2) Machines	Two (2) Machines	One (1) Machine	
11. Size of Enterprise (Staffing profile Number of staff available to execute this contract)	Five (5) or more with two (3) being Electricians (submit Trade Test Certificates)	Four (4) with two (2) being Electricians (submit Trade Test Certificates)	Three (3) with 1 being an Electrician (submit Trade Test Certificates)	
12. Capability/Experience: specifically related to Cable fault finding & Maintenance (attach appointment letters & References)	Bidder listed four (4) or more projects.	Bidder listed three (3) projects.	Bidder listed two (2) projects.	
13. Excavator Construction Vehicle (Attach ownership or proof of lease/agreements)	Bidder listed three (3)	Bidder listed two (2)	Bidder listed one (1)	
14. Locality	Mkhondo	Gert Sibande	Mpumalang Province	
Total				

SCHEDULE 14

IMPLEMENTATION PLAN & METHODOLOGY TO IMPLEMENT THE PROJECT

NB: Only bidders who score a minimum of 50 points will be further evaluated on price and BBEE.

The tenderer should describe briefly the process and methodology which will be followed to implement the project with key timeframes. The main disciplines and roles of responsibilities must be highlighted and indicate the technical support that will be provided on the project etc. The information must be attached to the tender document.

Non-responsive (score 0)	No information has been provided
Poor (max score 05)	The implementation plan is incomplete, the key deadlines weak in relation to the project, and inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities and lack of experience.
Satisfactory (max score 15)	The implementation plan is complete, the technical level and composition of the plan are adequate and consistent with both timing and deliverables.
Good (max score 20)	The implementation plan is complete, well balanced i.e. they show good deliverables clear duties and responsibilities, and sufficient technical support relevant to the project. The project will be executed on time and the methodology indicates good experience to implement the project.
Very good (max score 30)	Besides meeting the “good” rating, the proposed implementation plan is well integrated and several technical support and experience exist relevant to the scope of work. The timeframes and deliverables are clear and achievable.

Examples

The approach paper must respond to the scope of work and outline the proposed approach / methodology. The approach should articulate what added values the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain:

- His /her understanding of the objectives of the assignment,
- The Employer’s stated and implied requirements
- Highlight the issues of importance
- Explain the technical approach they would adopt to address them.

The approach paper should explain:

- the methodologies which are to be adopted,
- demonstrate the compatibility of those methodologies with the proposed approach,

The approach should also include a quality plan which,

- outlines processes, procedures and associated resources,
- applied by whom and when, to meet the requirements,
- indicate how risks will be managed,
- what contribution can be made regarding value management.

The tenderer must attach his / her approach paper to this page.

The scoring of the approach paper will be as follows:

Page **46** of **121**

TENDER NO.	MKH005/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

METHODOLOGY APPROACH AND IMPLEMENTATION PLAN	
Demonstrate approach and methodology of project implementation applied on similar project executed by your company in the past 5 years	Maximum Points - 10
Methodology Comprehensive and detailed	Max 4 points
Implementation Plan Work breakdown structure= 3 points Time-bound indicators = 3 points	Max 6 points

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

T2.2.2 COMPULSORY MUNICIPAL BID DOCUMENT

1. TAX COMPLIANCE REQUIREMENTS

1. Bidders must ensure compliance with their tax obligations.
2. Bidders are required to submit their unique personal identification number(PIN) issued by SARS to enable Organ of state to view the taxpayer's profile and tax status.
3. Application for the tax compliance status (TCS) certificate or PIN may 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
4. Foreign suppliers have must complete the pre-award questionnaire in part 2.
5. Bidders may also submit a printed TCS certificate together with the bid.
6. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
7. Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|---|----------|
| 1. Is the entity a resident of the Republic of South Africa? | YES / NO |
| 2. Does the entity have a branch in the RSA? | YES / NO |
| 3. Does the entity have a permanent establishment in the RSA? | YES / NO |
| 4. Does the entity have any source of income in RSA? | YES / NO |
| 5. Is the entity liable in the RSA for any form of Taxation? | YES / NO |

(IF THE ANSWER IS "NO"TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM SARS AND IF NOT REGISTER AS PER 1.3. ABOVE)

NB: Failure to provide any of the above particulars may render the bid invalid.

.....
Signature of BIDDER

.....
Date

.....
Capacity under which this bid is signed

DECLARATION OF INTEREST

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

No.	Information	Please provide detail	
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 ²)		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state?	Yes	No
	If yes, please furnish particulars :		
3.7.1	Name of director		
3.7.2	Service of state organization		

3.8	Have you been in the service of the state for the past twelve months?		Yes	No
If yes, please furnish particulars :				
3.8.1	Name of director			
3.8.2	Service of state organization			
3.9	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
If yes, please furnish particulars :				
3.9.1	Name of person in the service of state			
3.9.2	Relationship			
3.10	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
If yes, please furnish particulars :				
3.10.1	Name of person in the service of state			
3.10.2	Relationship			
3.11	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?		Yes	No
If yes, please furnish particulars :				
3.11.1	Name of director			
3.11.2	Service of state organization			
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?		Yes	No
If yes, please furnish particulars:				
3.12.1	Name of director			
3.12.2	Name of relative			

3.12.3	Relationship		
3.13	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
If yes, please furnish particulars:			
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>"¹In the service of the state" means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the national Assembly or the national Council of provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official of any municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial public entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>"² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>		

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

Full Name	Identity Number	State Employee Number

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

**DECLARATION FOR PROCUREMENT ABOVE R10-MILLION
(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

		Tick applicable box	
1.	By law you are required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	Yes	No
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	Yes	No
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R30 000 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 exceed not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status 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;

TENDER NO.	MKH005/2022/23				
-------------------	-----------------------	--	--	--	--

- (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 Broad-Based 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;

3. POINTS AWARDED FOR PRICE

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

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

90/10

$$P_s = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 3.2 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

4. BID DECLARATION

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

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

- 5.1 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.

6. SUB-CONTRACTING

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 6.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned	EME	QSE
---	-----	-----

TENDER NO.	MKH005/2022/23				
------------	----------------	--	--	--	--

by:	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
 [TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

7.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

7.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

TENDER NO.	MKH005/2022/23				
-------------------	-----------------------	--	--	--	--

7.9 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

TENDER NO.	MKH005/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

A bid may be disqualified if this Declaration Certificate and the **Annex C** (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; bidders can access the Annex C document from the DTI website; <http://www.thedtic.gov.za>

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

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

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial/development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content

be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Local Content Declaration - Summary Schedule

(C1) Tender No.

(C2) Tender description:

(C3) Designated product(s)

(C4) Tender Authority:

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

(C7) Specified local content %

Note: VAT to be excluded from all calculations

Annexure C

Pula

EU

GBP

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from
Annex B

Date: _____

Annex D

Imported Content Declaration – Supporting Schedule to Annex C

(D1) Tender No.		Note: VAT to be excluded from all calculations					
(D2) Tender Description							
(D3) Designated Products							
(D4) Tender Authority							
(D5) Tendering Entity Name							
(D6) Tender Exchange Rate		Pula		EU		GBP	

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
<i>This total must correspond with Annex C - C 21</i>									(D19) Total exempt imported value		

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
									(D32)Total imported value by tenderer		

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
									(D45) Total imported value by 3rd party		

B. Imported directly by the Tenderer			Calculation of foreign currency payments			Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange		Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)		(D51)
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party	

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: _____

TENDER NO.	MKHO05/2022/23				
-------------------	-----------------------	--	--	--	--

Annexure E

Local Content Declaration - Supporting Schedule to Annex C

Tender description: Designated products: Tender Authority: Tendering Entity name:			<u>Note:</u> VAT to be excluded from all calculations	
Local Products (Goods, Services and Works)	Description of items purchased (E6)	Local suppliers (E7)	Value (E8)	
			(E9) Total local products (Goods, Services and Works)	
Manpower costs	(E10)(Tenderer's manpower cost)			
Factory overheads	(E11)(Rental, depreciation & amortisation, utility costs, consumables etc.)			
Administration overheads and mark-up	(E12)(Marketing, insurance, financing, interest etc.)			
Page 68 of 121				
TENDER NO.	MKHO05/2022/23		(E13) Total local content	
Signature of tenderer from Annex B		BIDDER	This total must correspond with Annex C - C24	WITNESS

The guidance document can be found at: www.dti.gov.za/industrial_development/docs/ip/guideline.pdf

TENDER NO.	MKH005/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

CONTRACT FORM – PURCHASE OF GOODS / WORKS

THIS FORM MUST BE FILLED BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 3 I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Mkhondo Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **MKHO05/2022/23** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
- 2.1 Bidding documents, viz
- Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical specification(s)
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- 1.2 General Conditions of Contract;
- 1.3 Other (specify)
2. 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.
3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

1.

I _____ in my capacity
 As _____ accept your bid under
 reference number **MKHO05/2022/23** dated _____
 for the rendering of services hereunder and/or further specified in the annexures.

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, subject to the National Treasury's Central Supplier Database reflecting your tax status as compliant.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	OFFICIAL STAMP
1.	
2.	

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

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

- I hereby undertake to render the services as described in the attached bidding documents to Mkhondo Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **MKHO05/2022/23** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 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;
 - Service Level Agreement
 - 1.2 General Conditions of Contract;
 - 1.3 Other (specify)
 2. 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.
 3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
 4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
 5. I confirm that I am duly authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

I _____ in my capacity
as _____ accept your bid under
reference number _____ dated _____
for the rendering of services hereunder and/or further specified in the annexures.

1. An official order indicating service delivery instructions is forthcoming.
2. 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, subject to the National Treasury's Central Supplier Database reflecting your tax status as compliant.

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

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	OFFICIAL STAMP
1.	

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website www.treasury.gov.za by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption	Yes	No

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Item	Question	Yes	No
	during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids¹ invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ²Collusive 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:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:
 - ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.**
 - ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER: MAINTENANCE OF ELECTRICAL INFRASTRUCTURE AS AND WHEN REQUIRED FOR AGREEMENT PERIOD OF 36 MONTHS (MKHO05/2022/23)

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:

NAME OF REPRESENTATIVE

that:

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.

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 7.1 Prices;
 - 7.2 Geographical area where product or service will be rendered (market allocation);
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6 Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ **Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

C1 AGREEMENTS AND CONTRACT DATA

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

C1.1 FORM OF OFFER & ACCEPTANCE

C1.1.1 FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

Bid / Tender Number	MKHO05/2022/23
Tender Title	PANEL FOR MAINTENANCE OF ELECTRICAL INFRASTRUCTURES

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

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

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

AMOUNT IN WORDS (INCL. VAT)	AMOUNT IN FIGURES (INCL VAT)
RAND	R

****AMOUNT MUST BE IN WORDS AS WELL AS FIGURES**

This offer may be accepted by the employer by communicating such acceptance in writing to the tenderer or by signing the acceptance part of this Form of Offer and Acceptance and returning one copy thereof to the tenderer, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature Block: Tenderer			
Signature		Date	
Name			
Capacity			
Name of organization			
Address of organization			
Signature of witness		Date	
Name of witness			

C1.1.2 FORM OF ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Service Level of Agreement attached to this document (if any) as amended (if applicable) and signed by the parties.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the Service Level Agreement and documents listed in the tender data and any addenda thereto as listed in the tender schedules, will only be valid if reduced to writing and signed by both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Unless otherwise specified elsewhere in this bidding document or any subsequent written agreement entered into between the parties, this agreement comes into effect on the date when the Employer communicates the acceptance and/or conditions of acceptance of the tenderer's offer in writing or signs the acceptance part of the Offer and Acceptance, whichever occurs first.

Signature Block: Employer			
Signature		Date	
Name			
Capacity			
Name of organization	Mkhondo Local Municipality		
Address of organization	P.O. Box 23, Piet Ritief, 2380		
Signature of witness		Date	
Name of witness			

C1.2 CONTRACT DATA

PART 1 - DATA PROVIDED BY THE EMPLOYER

The employer is the Mkhondo Local Municipality .	
The authorized and designated representative of the employer is:	
Name of employer:	Mkhondo Local Municipality
The address for receipt of communications is:	Mkhondo Local Municipality P.O. Box 23 Piet Ritief 2380
Telephone:	017 285 0213
Facsimile:	N/A
Email:	QZMbatha@mkhondo.gov.za
The project is:	MAINTENANCE OF ELECTRICAL INFRASTRUCTURE AS AND WHEN REQUIRE FOR A PERIOD OF 36 MONTHS (MKHO05/2022/23)
<p>Note :</p> <p>The location for the performance of the Project is the municipal area of Mkhondo. The service provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. The service provider is required to obtain the employer's prior approval in writing before taking any of the following actions: Appointing subcontractors for the performance of any part of the services, Appointing key persons or personnel not listed by name in the contract data. Copyright of documents prepared for the project shall be vested with the employer.</p>	

PART 2 - DATA PROVIDED BY THE SERVICE PROVIDER

The service provider is	
Name	
Address	
Telephone:	
Facsimile:	
The authorized and designated representative of the service provider is	
Name	
The address for receipt of communications is	
Telephone	
Facsimile	
Email	
Address	

C2 PRICING SCHEDULE

C2.1 PRICING INSTRUCTIONS

- a) These pricing instructions provide the tenderer with guidelines and requirements with regard to the completion of the pricing schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the contract to have been taken into account by the tenderer when developing his prices.
- b) The pricing schedule shall be read with all the documents which form part of this contract.
- c) The rates to be inserted in the pricing schedule are to be full inclusive for the work described under the specification. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- d) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule.
- e) All rates and sums of money quoted in the pricing schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- f) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- g) Provisional amounts shall only be expended on the specific instruction of the Employer.
- h) All prices and rates entered in the pricing schedule must be **exclusive of Value Added Tax (VAT)**.
- i) If registered VAT is should be added at below the schedule. If not VAT registered indicate zero or “-“
- j) Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
- k) In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- l) In cases of contract periods longer than 12 months and price adjustments is applicable, it will be based on CPI. If higher inflation is required indicate CPI + and number %.
- m) If the tender required firm (fixed prices) the amount indicated in Colum D will be the tender amount.
- n) If the tender amount is payable at end of contract on delivery of goods and services, Scratch out total per month with N/A or “-“
- o) If the tender amount is based on rates (Column B), the tender will be awarded to the rate and the total contract amount will only be used for evaluation purposes.

TENDER NO.	MKHO05/2022/23				
-------------------	-----------------------	--	--	--	--

C2.2 MBD 3.1 BID PRICE (MAINTENANCE OF STREETLIGHTS & HIGHMAST LIGHTS)

PURCHASES

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

Name of Bidder:.....Bid Number: MKHO05/2022/23

Closing Date: **12 AUGUST 2022**

Closing Time: 12:00

PRICING SCHEDULE NO 1 (MAINTENANCE OF STREETLIGHTS & HIGHMAST LIGHTS)

Form A: STREETLIGHTS

1. FITTINGS				
a. MOUNTING OF FITTING ON 9.75m POLES: 70W, 120W SODIUM VAPOUR LAMPS, AND 125W MERCURY VAPOUR LAMPS				
Item	Unit	QTY	Rate	Amount
1.1 Mounting of a single fitting on a 9.75m pole for a 70W, 120W sodium vapour or 125W mercury vapour lamps on a 3m cross arm	Number	1		
i. Mounting of a single fitting on a 9.75m pole for a 70W, 120W sodium vapour or 125W mercury vapour lamps on a 0.5m cross arm.	Number	1		
b. FITTING MOUNTING ON 12M POLE: 250W-HP SODIUM VAPOUR LAMPS				
1.2.1 Mounting of a single fitting on a 12m pole for a 250W-high pressure sodium vapour lamp on a 3m cross arm - Normal hours	Number	1		
i. Mounting of a single fitting on a 12m pole for a 250W high pressure	Number	1		

TENDER NO.	MKHO05/2022/23				
------------	----------------	--	--	--	--

sodium vapour lamp on a 0.5m cross arm				
1.3 FITTING MOUNTING ON 15M POLE: 400W-HP SODIUM VAPOUR LAMP				
1.3.1 Mounting of a single fitting on a 15m pole for a 400W high pressure sodium vapour lamp on a 0.5m cross arm	Number	1		
1.4 FITTING MOUNTING ON 4.5M POLE: 70W SODIUM VAPOUR LAMP Mounting of a single fitting on a 4.5m pole for a 70W sodium vapour lamp	Number	1		
1.5 FITTING REPLACEMENT ON 9.75M POLE: 70W, 120W SODIUM VAPOUR LAMP, 125W MERCURY VAPOUR LAMP				
1.5.1 Replacement of a single fitting on a 9.75m pole for 70W, 120W sodium vapour or 125W mercury vapour lamp on a 3m cross arm	Number	1		
1.5.2 Replacement of a single fitting on a 9.75m pole for a 70W, 120W sodium vapour or 125W mercury vapour lamp on a 0.5m cross arm	Number	1		
1.6 FITTING REPLACEMENT ON 12M POLE: 250W-HP SODIUM VAPOUR LAMP				
1.6.1 Replacement of a single fitting on a 12m pole for a 250W high pressure sodium vapour lamp on a 3m cross arm	Number	1		
1.6.2 Replacement of a single fitting on a 12m pole for a 250W high pressure sodium vapour lamp on a 0.5m cross arm	Number	1		
1.7 FITTING REPLACEMENT ON 15M POLE: 400W-HP SODIUM VAPOUR LAMP				
1.7.1 Replacement of a single fitting on a 15m pole for a 400W high pressure sodium vapour lamp on a 0.5m cross arm	Number	1		
2. STARTING PANELS				
2.1 PANEL REPLACEMENT				

2.1.1 Replacement of a single starting panel for a 250W high pressure sodium vapour lamp on 12m pole	Number	1		
2.1.2 Replacement of a single starting panel for a 400W high pressure sodium vapour lamp on a 15m pole	Number	1		
2.2 PANEL REPAIR				
2.2.1 Repair of a single starting panel for a 250W high pressure sodium vapour lamp	Number	1		
2.2.2 Repair of a single starting panel for a 400W high pressure sodium vapour lamp	Number	1		
3. STREETLIGHT CONTROL UNIT				
3.1 Installation of a single streetlight control unit	Number	1		
3.2 RESETTING TRIPPED CIRCUIT BREAKER				
3.2.1 Resetting a tripped circuit breaker	Number	1		
3.2.2 Replacement of tripped circuit breaker	Number	1		
3.2.3 Replacement of control unit	Number	1		
3.2.3 Replacement of contactor	Number	1		
3.2.4 Replacement of photocell/day-night switch	Number	1		
4 WIRING OF STREETLIGHT POLES				
4.1 Wiring of a single streetlight and its accessories	Number	1		
5 REPLACEMENT OF LAMPS				
4.1 Replacement of a single faulty lamp	Number	1		
4.2 Retro-fitting of LED globes	Number	1		
5. HIGHMAST LIGHTS MAINTENANCE				
5.1 REPAIR WORK				

5.1.1 Repair of a single highmast light's photocell and Holder	Number	1		
5.1.2 Repair of a single highmast light's circuit breaker	Number	1		
5.1.3 Repair of a single highmast light's contactor	Number	1		
5.1.4 Repair of a single highmast light's igniter	Number	1		
5.1.5 Repair of a single highmast light's distribution boards	Number	1		
5.1.6 Repair of a single highmast light's door	Number	1		
5.1.7 REPAIR OF A SINGLE HIGHMAST LIGHT'S GLOBE – 400W	Number	1		
5.1.8 REPAIR OF A SINGLE HIGHMAST LIGHT'S GLOBE – 1000W	Number	1		
5.1.9 Repair of a single highmast light's choke – 400W	Number	1		
5.1.10 Repair of a single highmast light's choke – 1000W	Number	1		
5.1.11 Repair of a single highmast light's luminaire – 400W	Number	1		
5.1.12 Repair of a single highmast light's luminaire – 1000W	Number	1		
5.1.13 Repair of a single highmast light's sling cable	Number	1		
5.1.14 Repair of a single highmast light's ring (to hold luminaires): 40m – 6 lights	Number	1		
5.1.15 Repair of a single highmast light's ring (to hold luminaires): 30m – 8 lights	Number	1		
5.1.16 5.1.14 Repair of a single highmast light's ring (to hold luminaires): 28m – 4 lights	Number	1		
5.2 LOWERING AND RISING LUMINAIRE RING				
5.2.1 Hydraulic jacks	Number	1		
5.2.2 Single drum winch	Number	1		
5.2.3 Double drum winch	Number	1		
5.2.3 Repair of a single highmast light's capacitors (caps)	Number	1		
5.2.4 15m, 25m and 28m scissor mast using robes	Number	1		
5.3 DROPPING HIGHMAST POLE				

5.3.1 40m highmast with 50 ton crane	Number	1		
5.3.2 15m, 25m and 28m scissor mast with 35 ton crane	Number	1		
5.4 INSPECTION AND ISSUING OF COC	Number	1		
5.5 CABLE FAULT LOCATION AND PRESSURE TESTING (OWN EQUIPMENT)				
5.6 SPECIAL RATES				
5.6.1 Cherry picker (12m)	Number	Km		
5.6.2 Wacker	Number	Hour		
5.6.3 LDV	Number	Km		
5.6.4 Labourers	Number	Hour		
5.6.5 Electrician	Number	Hour		
Total excl. VAT				
VAT		15 %		
GRAND TOTAL				

Note: Any abnormalities found on the plant must be reported to the Municipal Engineer, as no changes must be made without his approval.

Mkhondo Local Municipality reserves the right to appoint one or more services providers for this contract.

**PRICING SCHEDULE NO 2 (REPAIRS AND MAINTENANCE OF
ELECTRICAL SUBSTATIONS AND NETWORK INFRASTRUCTURE)**

Form B: Electrical Substations

4. Relay Panel Maintenance		
Item	Unit	Price Excl. VAT
1.2 Replace panel labels	1	
1.3 Insure proper functioning of auxiliary relays	1	
1.4 Test Arc-Flash protection relay scheme to confirm that the control units are operational including relay with master slaves (each ranging from 6 to 12).	1	
1.5 Verify Settings to ensure correct operation & grading	1	
1.6 Ensure that the secondary wiring to the auxiliary switches is in a sound working Condition.	1	
1.7 Supply & Install test blocks	1	
1.8 Test Overcurrent & Earth fault relay	1	
1.9 Test differential protection relay	1	
1.10 Differential protection scheme stability test (Primary injection)	1	
1.11 Test Tap changer scheme relay (voltage regulation relay)	1	
1.12 Test Restricted earth relay (Primary injection must be employed as a final stability proof)	1	
1.13 Test Line differential protection (including end-to-end tests)	1	
1.14 Supply and replace single phase prepaid electric meter	1	
1.15 Supply and replace three phase prepaid electric meter	1	
1.16 Supply and replace electric conventional meter	1	
1.17 Supply and replace high voltage battery	1	
1.18 Supply and replace low voltage battery	1	

TENDER NO.	MKHO05/2022/23				
-------------------	-----------------------	--	--	--	--

2. 88kV & 11kV (Indoor switchgear) Breaker Maintenance		
2.1 Speed test	1	
2.2 Contact resistance test	1	
2.3 Fill the oil chamber with new insulation oil (for oil breakers)	Unit	
2.4 Refill SF6 gas (for gas breakers)	Unit	
2.5 Maintain breaker mechanism	1	
2.6 Supply and Install remote opening & closing adapter and cable (umbilical cord)	1	
2.7 Replace trip/close coil (30v)	1	
2.8 Replace trip/close coil (110v)	1	
2.9 Test switching operation and report any malfunctioning components	1	
2.10 Repair oil leaks	1	
2.11 Ensure that labels and notices on circuit breaker and control panels are marked	1	
2.12 Supply and replace 11KV Circuit Breaker	1	
2.13 Supply and replace T3	1	
3. 88kV Isolator/Disconnecter Maintenance		
3.1 Clean and inspect all isolating contacts	1	
3.2 Test the resistance to ground of the earth connection	1	
3.3 Test, inspect, repair and lubricate the overall mechanism and ensure smooth operation	1	
3.4 Supply and Replace Isolator	1	

4. Power Transformer Maintenance		
4.1 Tan Delta test on Transformer bushings	1	
4.2 Carryout Ratio, Insulation, Impedance and magnetizing current test	1	
4.3 Regenerate transformer oil	1 (liters)	
4.4 Oil sample (for PCB, DGA, KV, Moisture and acidity)	1	
4.5 Repair oil leaks	1	
4.6 Paint transformer	1	
4.7 Supply and replace a 11KV transformer	1	
4.8 Supply and replace a 11KV Mini-Substation	1	
6. NEC/NER/AUX TRFR Maintenance		
5.1 Carryout Ratio, Insulation, Zero-sequence, Impedance and magnetizing current test	1	
5.2 Supply new transformer oil	1 (liters)	
5.3 Oil sample (for PCB, DGA, KV, Moisture and acidity)	1	
5.4 Repair oil leaks	1	
7. Substation HV Yard		
6.1 Test substation earth mat	1	
6.2 Replace earth connection rods	1	

6.3 Scan HV Plant for hot connection	1	
6.4 Replace earthing strips on cables	1	
Total (excl.)		
VAT	15 %	
Total (Incl.)		

Note: Any abnormalities found on the plant must be reported to the Municipal Engineer, as no changes must be made without his approval.

Form B: Network Infrastructure

Items	Description	Unit	Price
	1. Trenching LT		
1.1	Pickable soil	p/m ³	
1.2	Soft rock	p/m ³	
1.3	Hard rock	p/m ³	
	2. Trenching HT		
2.1	Pickable soil	p/m ³	
2.2	Soft rock	p/m ³	
2.3	Hard rock	p/m ³	
	3. Install Pole /Stay Holes		
3.1	Street light pole 4.5m to 11.5m	each	
3.2	Wooden pole 5m to 13 m	each	
3.3	HV or LV stays	each	
	4. Installing of LT cables		
4.1	Airdac 4mm ²	p/m	
4.2	Airdac 10mm ²	p/m	
4.3	Airdac 16mm ²	p/m	
4.4	Multi-core cable	p/m	
4.5	Cu cable 1.5mm ² - 6mm ²	p/m	
4.6	Cu cable 10mm ² - 16mm ²	p/m	
4.7	Cu cable 25mm ² - 35mm ²	p/m	
4.8	Cu cable 50mm ² - 70mm ²	p/m	
4.9	Cu cable 95mm ² - 150mm ²	p/m	
4.10	Cu cable 185mm ² - 300mm ²	p/m	
	5. Installing of 11kV HT cables		
5.1	Cu cable 16mm ² - 35mm ² 3 core	p/m	
5.2	Cu cable 50mm ² - 70mm ² 3 core	p/m	
5.3	Cu cable 95mm ² - 120mm ² 3 core	p/m	
5.4	Cu cable 150mm ² - 185mm ² 3 core	p/m	
	6. installing of earth wires		
6.1	Cu conductor 1.5 mm ² - 16mm ²	p/m	
6.2	Cu conductor 25 mm ² - 35mm ²	p/m	

TENDER NO.	MKHO05/2022/23				
-------------------	-----------------------	--	--	--	--

6.3	Cu conductor 50 mm ² - 70mm ²	p/m	
6.4	Install earth mat	each	
	7. Unroll of cable at store LT		
	8. Unroll of cable at store HT		
	9. Unroll of earth wire at stores		
	10. Jointing of LT cable		
10.1	Airdac 4mm ²	p/m	
10.2	Airdac 10mm ²	p/m	
10.3	Airdac 16mm ²	p/m	
10.4	Multi – core cable	p/m	
10.5	Cu cable 1.5 mm ² - 6mm ²	p/m	
10.6	Cu cable 10 mm ² - 16mm ²	p/m	
10.7	Cu cable 25 mm ² - 35mm ²	p/m	
10.8	Cu cable 50 mm ² - 70mm ²	p/m	
10.9	Cu cable 95 mm ² - 150mm ²	p/m	
10.10	Cu cable 185 mm ² - 300mm ²	p/m	
	11. Jointing or Terminating of earth conductor		
11.1	Cu conductor 16 mm ²	each	
11.2	Cu conductor 25 mm ²	each	
11.3	Cu conductor 35 mm ²	each	
11.4	Cu conductor 50 mm ²	each	
11.5	Cu conductor 70 mm ²	each	
	12. Gland of LT cable and connect to C/B or bus bar gland/k-clamp/ Leading tube		
12.1	Airdac 4mm ²	each	
12.2	Airdac 10mm ²	each	
12.3	Airdac 16mm ²	each	
12.4	Multi – core cable	each	
12.5	Cu cable 1.5 mm ² - 6mm ²	each	
12.6	Cu cable 10 mm ² - 16mm ²	each	
12.7	Cu cable 25 mm ² - 35mm ²	each	
12.8	Cu cable 50 mm ² - 70mm ²	each	
12.9	Cu cable 95 mm ² - 150mm ²	each	
12.10	Cu cable 185 mm ² - 300mm ²	each	
	13. Jointing of 11 kV cable		

	(heat shrink) PILC cable		
13.1	72 mm ² - 120mm ²	each	
13.2	120 mm ² - 185mm ²	each	
13.3	T3 SERVICE		
	Check / Change Oil	Per Litre	
	Test Mechanical Operations	each	
	14. Install kiosk		
14.1	SLC (street light kiosk)	each	
14.2	1PH 3 way	each	
14.3	1PH 6 way	each	
14.4	1PH 9 way	each	
14.5	1PH 12 way	each	
14.6	3 PH 2 way	each	
14.7	3 PH 4 way	each	
14.8	MD 1	each	
14.9	MD 2	each	
14.10	1 PH 4/6 way pole mount	each	
14.11	TDK pole mount	each	
14.12	TDK route mount	each	
	15. Meter installation/ service connection		
15.1	Install S/P meter (conventional/pre-paid)	each	
15.2	Remove S/P meter (conventional/pre-paid)	each	
15.3	Install T/P meter (conventional/pre-paid)	each	
15.4	Remove T/P meter (conventional/pre-paid)	each	
15.5	Install a MD meter with CT's (complete)	each	
15.6	remove a MD meter with CT's (complete)	each	
15.7	Install/ remove CT 's	each	
15.8	Install traffic light controller	each	
15.9	Remove traffic light controller	each	
15.10	Install/remove split meter keypad	each	
15.11	Install ready board	each	
15.12	Meter programming & testing (with Kocos or similar machine)	each	
15.12	Provide certificate of compliance (COC)	each	
	16. Labelling		
16.1	Labelling of metering kiosk	complete	
	17. Installation of poles		
16.1	Traffic light pole bolted to base	each	
16.2	Painting of traffic light pole	each	
16.3	Wooden pole 5m to 13 m	each	
16.4	Street light pole 4.5m to 11.5m	each	
	17. Installation of cable sleeves		
17.1	110mm/150 mm diameter ,sleeve	p/m	
17.2	Road crossing	p/m	
	18. Cable trench filling material		

18.1	River sand	p/m ³	
	19. Paving		
19.1	Repair paving	p/m ²	
19.2	Repair paving block (450x450 mm block)	p/m ²	
19.3	Repair of concrete	p/m ³	
19.4	Replace paving blocks (450x450 mm block)	p/m ²	
19.5	Repair paving bricks	p/m ²	
19.6	Cutting of concrete	p/m	
19.7	Joining pit	each	
	20. install circuit breaker		
20.1	Large frame C/B 15-25 KA S/P or T/P	each	
20.2	Small frame 2.5-5 KA S/P	each	
20.3	Small frame 2.5-5 KA T/P	each	
20.4	HRP fuse holders	each	
	21. Overhead lines		
21.1	Install lightning arrestors	Set 3	
21.2	Install drop out fuse	Set 3	
21.3	Install strain insulation	each	
21.4	Install suspension clamps	each	
21.5	25-100 KVA TFR. Installation (complete) with surge arresters & earth wire	each	
21.6	200- 315 KVA TFR installation(complete) with surge arresters & earth wire	each	
21.7	Install piercing clamps (25 mm ² - 95mm ²)	each	
21.8	Install TRFR pole box (with Circuit breakers)	each	
21.9	ABC contactor 70mm ²	each	
21.10	ABC contactor 35mm ²	each	
21.11	Install pole mounting box and brackets four way	Each	
21.12	Install or remove elbow/short/long stay	complete	
21.13	Remove existing O/H lines HT or LT	p/m	
21.14	Install flying stay (plant of poles incl.)	Complete	
21.15	String per M airdac 4/10/16mm include all strain, terminal or suspension terminations to any structure or pole	p/m	
21.16	String per M ABC conductor (include all strain terminal or suspension termination to any structure or pole	p/m	
21.17	String per M all bare conductors (mink, fox etc. including all side /top ties, sag & tension)	p/m	
21.18	Clearing of overhead line (trimming of trees branches around overhead conductors)	p/Hour	
21.19	Bush clearing	p/sqm	
	22. Decommission		

TENDER NO.	MKHO05/2022/23				
-------------------	-----------------------	--	--	--	--

22.1	Remove meter box	each	
22.2	Remove pole transformer	each	
22.3	Remove cross arm with fuses/ arrestors/insulators	complete	
22.4	Remove transformer structure	complete	
22.5	Remove all poles wooden / steel	each	
22.6	Remove mini sub foundation	complete	
22.7	Remove traffic light pole overhead	complete	
22.8	Remove traffic light pole	Complete	
	23. Provision of materials (approve tender price)		
23.1	Provide materials		
23.2	Handling fee		
	24. SPECIAL RATES		
24.1	Compressor	p/hr	
24.2	Cherry picker (12m)	p/hr	
24.3	Wacker	p/hr	
24.4	Cable car	p/hr	
24.5	8ton truck with crane	p/km	
24.6	LDV	p/km	
24.7	Front hand loader/backactor	p/hr	
24.8	Driver LDV/TRUCK	p/hr	
24.9	Labourers	p/hr	
24.10	Electrician (specialized wiring)	p/hr	
24.11	Technician	p/hr	
	25. Cable fault location and pressure testing (own equipment)		
25.1			
25.2			
25.3			
25.4			
25.5			
25.6			
TOTAL (excl.)			
VAT		15 %	
TOTAL (Incl.)			

PRICING SCHEDULE NO 3 (UNDERGROUND CABLE FAULT LOCATION AND REPAIRS)

Form C: Underground cable

Item	Type of work	Unit	Quantity	Rate	Amount
1	Repair of High Voltage cables				
1.1	Jointing				Rate Only
1.1.1	XLPE aluminum 300mm ²	Number	1	R	Rate Only
1.1.2	XLPE aluminum 500mm ²	Number	1	R	Rate Only
1.1.3	XLPE aluminum 800mm ²	Number	1	R	Rate Only
1.1.4	XLPE aluminum 1000mm ²	Number	1	R	Rate Only

TENDER NO.	MKHO05/2022/23				
-------------------	-----------------------	--	--	--	--

1.1.5	XLPE copper 500mm ²	Number	1	R	Rate Only
1.2	Terminations				
1.2.1	XLPE aluminum 300mm ²	Number	1	R	Rate Only
1.2.2	XLPE aluminum 500mm ²	Number	1	R	Rate Only
1.2.3	XLPE aluminum 800mm ²	Number	1	R	Rate Only
1.2.4	XLPE aluminum 1000mm ²	Number	1	R	Rate Only
1.2.5	XLPE copper 500mm ²	Number	1	R	Rate Only
1.2.6	Oil filled copper 1150mm ²	Number	1	R	Rate Only
Sub Total					
Vat					
Total					
2	Repair of Medium Voltage cables				
2.1	16mm ² up to 50mm ² 11 kV PILC	Number	1	R	Rate Only
2.2	70mm ² up to 95mm ² 11 kV PILC	Number	1	R	Rate Only
2.3	120mm ² up to 185mm ² 11 kV PILC	Number	1	R	Rate Only
2.4	240mm up to 300mm ² 11 kV PILC	Number	1	R	Rate Only
2.5	600mm ² 11kV XLPE	Number	1	R	Rate Only
2.6	Jointing (95mm ² to 300mm ²)	Number	1	R	Rate Only
2.7	Terminations (95mm ² to 300mm ²)	Number	1	R	Rate Only
2.8	Excavation and laying of cable and backfilling complete.	Number	1	R	Rate Only
3	Repair of Low Voltage cables				
3.1	16mm ² up to 35 mm ² 1000 V PVC	Number	1	R	Rate Only
3.2	50mm ² up to 95mm ² 1000 V PVC	Number	1	R	Rate Only
3.3	120mm ² up to 185 mm ² 1000 V PVC	Number	1	R	Rate Only
3.4	240mm up to 300mm ² 1000 V PVC	Number	1	R	Rate Only
4	Additional Services				
4.1	Remove and re-instate paving	Number	1	R	Rate Only
4.2	Remove and re-instate tar	Number	1	R	Rate Only
4.3	Use of jack hammer per hour	Number	1	R	Rate Only
4.4	Road drilling 75 mm	Number	1	R	Rate Only
4.5	Road drilling 110 mm	Number	1	R	Rate Only
4.6	Road drilling 150 mm	Number	1	R	Rate Only
4.7	Pour concrete over the cable	Number	1	R	Rate Only
5	Cable Testing				

5.1	Fault identification HV cable	Number	1	R	Rate Only
5.2	Fault identification MV cable	Number	1	R	Rate Only
5.3	Fault identification LV cable	Number	1	R	Rate Only
5.4	Pressure test HV cable	Number	1	R	Rate Only
5.5	Pressure test MV cable	Number	1	R	Rate Only
5.6	Pressure test LV cable	Number	1	R	Rate Only
5.7	Partial Discharge per HV cable	Number	1	R	Rate Only
6	Transport to site				
	LDV	Km		R	Rate Only
	Crane Truck	Km		R	Rate Only
	TLB	Km		R	Rate Only
Sub Total			R		
Vat			R		
Total			R		

PRICING SCHEDULE SUMMARY

ITEM	DESCRIPTION	PRICE (EXCL VAT)
1	MAINTENANCE OF STREETLIGHTS & HIGHMAST LIGHTS	
2	REPAIR AND MAINTENANCE OF ELECTRICAL SUBSTATIONS AND NETWORK INFRASTRUCTURE	
3	OVERHEAD LINES AND UNDERGROUND ELECTRICAL CABLE FAULT LOCATION AND REPAIRS	
SUB-TOTAL		
VAT @ (15%)		
GRAND TOTAL		

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS0

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH & S MKHONDO LOCAL MUNICIPALITY BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. List of all Personal Protective Equipment issued to employees (company letterhead).
5. List of ALL employees on site (on company letterhead).
6. Detailed Health and Safety Plan (on company letterhead).
7. Public Liability and Commercial Insurance Certificate.

TENDER NO.	MKHO05/2022/23				
------------	----------------	--	--	--	--

8. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations,

2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014

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

- **QUANTITIES INDICATED ABOVE ARE FOR EVALUATION PURPOSES ONLY**
- **NB: THE EMPLOYER WILL ONLY APPROVE ESCALATION OF PRICES AFTER VERIFICATION OF THE MARKET RELATED PRICES.**
- **ALLOCATION OF WORK WILL BE LIMITED TO THE AVAILABLE BUDGET**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID **C2.2 MBD 3.3 BID PRICE** **PROFESSIONAL SERVICES**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION
DAILY RATE

HOURLY

RATE

----- R-----

----- R-----

----- R-----

----- R-----

----- R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

_____	R_____	_____
_____ days		
_____	R_____	_____
_____ days		
_____	R_____	_____
_____ days		

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____

***"all applicable taxes" includes value-added taxes, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____

TOTAL: R_____

6. Period required for commencement with project after acceptance of _____ bid

7. Estimated man-days for completion of project _____

8. Are the rates quoted firm for the full period of contract? _____*YES/ NO.

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. _____

*Delete if not applicable

PART C3.4: GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

2. **Application**

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

3. **General**

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

4. **Standards**

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

5. **Use of contract documents and information; inspection.**

- 5.1. The supplier shall not, without the purchaser’s prior written consent disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such

TENDER NO.	MKHO05/2022/23				
-------------------	-----------------------	--	--	--	--

- employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause
 - 5.3. except for purposes of performing the contract.
 - 5.4. Any document, other than the contract itself mentioned in GCC clause
 - 5.5. 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.
 - 5.6. 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

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - 7.3.1. 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
 - 7.3.2. 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 in SCC.

8. Inspections, tests and analyses

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

TENDER NO.	MKHO05/2022/23				
-------------------	-----------------------	--	--	--	--

- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. **Packing**

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**

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

11. **Insurance**

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

12. **Transportation**

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

13. **Incidental services**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - 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 in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

15. Warranty

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

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

15.3. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. **Contract amendments**

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

19. **Assignment**

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

20. **Subcontracts**

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

21. **Delays in the supplier's performance**

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

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

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

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

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.

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

22. **Penalties**

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23

23. **Termination for default**

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- ☐ if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- ☐ if the Supplier fails to perform any other obligation(s) under the contract; or
- ☐ if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

TENDER NO.	MKHO05/2022/23				
-------------------	-----------------------	--	--	--	--

services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and

/ or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5

APPENDICES

APPENDIX A Standard Conditions of Tender

Standard Conditions of Tender

(AS PER GOVERNMENT GAZETTE NO. 29138 OF 18 AUGUST 2006)

(As contained in Annexure F of the Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six (6) months unless only one tender was received and such tender was returned unopened to the tenderer.
- F.2 Tenderer's obligations**
- F.2.1 Eligibility**
- Submit a tender offer only if the tenderer satisfies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- F.2.2 Cost of tendering**
- Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
- F.2.3 Check documents**
- Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
- F.2.4 Confidentiality and copyright of documents**
- Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
- F.2.5 Reference documents**
- Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
- F.2.6 Acknowledge addenda**
- Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
- F.2.7 Clarification meeting**
- Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
- F.2.8 Seek clarification**
- Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
- F.2.9 Insurance**
- Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
- F.2.10 Pricing the tender offer**
- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16 Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.
- F.2.17 Clarification of tender offer after submission**
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of tender offer is sought, offered, or permitted.
- Note:**
Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.
- F.2.18 Provide other material**
- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.
- F.2.19 Inspections, tests and analysis**
- Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- F.2.20 Submit securities, bonds, policies, etc.**
- If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
- F.2.21 Check final draft**
- Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
- F.2.22 Return of other tender documents**
- If so instructed by the employer, return all retained tender documents within twenty eight (28) days after the expiry of the validity period stated in the tender data.
- F.2.23 Certificates**
- Include in the tender submission or provide the employer with any certificates as stated in the tender data.
- F.3 The employer's undertakings**

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before to the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the tender data. If, as a result a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

F.3.4 Return tender offers received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.5 Opening of tender submissions

F.3.5.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.5.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.5.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.6 Two-envelope system

F.3.6.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.6.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.7 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.8 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.9 Test for responsiveness

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

F.3.9.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.9.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.10 **Arithmetical errors**

F.3.10.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If the bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.11 **Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.12 **Evaluation of tender offers**

F.3.12.1 **General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the tender data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for referencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest.

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

	5)	Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1)	Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.
	2)	Score tender evaluation points for financial offer.
	3)	Calculate total tender evaluation points.
Method 3: (Continue)	4)	Rank tender offers from the highest number of tender evaluation points to the lowest.
	5)	Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1)	Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.
	2)	Score tender evaluation points for financial offer.
	3)	Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for referencing.
	4)	Calculate total tender evaluation points.
	5)	Rank tender offers from the highest number of tender evaluation points to the lowest.
	6)	Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
	7)	Score financial offers, preferences and quality, as relevant, to two decimal places

F.3.12.2 Scoring financial offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$NFO = W_1 \times A$$

where:

NFO = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.

A = a number calculated using either formulas 1 or 2 below as stated in the tender data.

Formula	Basis for comparison	Option 1	Option 2
1.	Highest price or discount	$\left(1 + \left(\frac{P - P_m}{P_m}\right)\right)$	P/P_m
2.	Lowest price or percentage commission/fee	$\left(1 - \left(\frac{P - P_m}{P_m}\right)\right)$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.12.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the tender data and calculate total score for quality.

F.3.13 Insurance provided by the employer

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.14 Acceptance of tender offer

F.3.14.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the tender data.

F.3.14.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.15 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.16 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.17 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.18 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.19 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

TENDER NO.	MKHO05/2022/23				
		BIDDER	WITNESS	EMPLOYER	WITNESS