



**APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS
FOR THE METER AUDIT WITHIN SUPPLY AREA OF THE CITY
OF MBOMBELA (INCLUDING MATSAFENI, MSHOLOZI AND
THEKWANE NORTH & SOUTH) FOR 3 YEARS**

CIDB GRADING: 3EP OR HIGHER

TENDER NUMBER: COM62/2024

TENDERER:	
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CLOSING DATE: 2 SEPTEMBER 2024 AT 11:00AM

CSD REG NUMBER: MAAA.....

CLIENT	ENGINEER
City of Mbombela PO Box 45 Mbombela 1200 TEL: 013-759 2358 FAX: 013-753 4444	

ELECTRICITY METER AUDIT

TENDER NUMBER: COM62/2024

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER : _____

ADDRESS : _____

TELEPHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

CLOSING DATE : _____

TENDERED AMOUNT : _____

Signed by authorised representative of the TENDERER: _____

DATE: _____

* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and shall apply.

IMPORTANT INFORMATION

PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

1. Notice to all tenderers.
2. Standards applied in this document.
3. Scope of Works (Remuneration Rates for unskilled labor and CLO)

1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **Any other form of presentation (loose pages or separate documents) will not be accepted.**

2. STANDARDS APPLICABLE TO THIS DOCUMENT

Available from the South African Bureau of Standards (SABS), as applicable:

- | | | |
|----|------------------------------|--|
| 1. | CIDB | <i>CIDB Standard for uniformity in Construction Procurement, 10 July 2015, as amended.</i> |
| 2. | SANS 10845-1 | <i>Processes, methods and procedures.</i> |
| 3. | SANS 10845-2 | <i>Formatting and compilation of procurement documentation.</i> |
| 4. | SANS 10845-3 | <i>Standard conditions of tender.</i> |
| 5. | GCC | <i>General Conditions of Contract for Construction Works, Third Edition (2015) issued by the South African institution of Civil Engineering.</i> |
| 6. | NRS 057 | <i>Code of Practice for Electricity Metering</i> |
| 7. | This Document, as presented. | |

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PART T1: TENDERING PROCEDURES

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PART T1 TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION FOR PROPOSALS

Bids are hereby invited from experienced services providers for the APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE METER AUDIT WITHIN SUPPLY AREA OF THE CITY OF MBOMBELA (INCLUDING MATSAFENI, MSHOLOZI AND THEKWANE NORTH & SOUTH) FOR A PERIOD OF 3 YEARS.

Tender No	CIDB Grading	Compulsory Meeting and Site Inspection Date	Closing Date
COM62/2024	3EP OR HIGHER	NONE	2 SEPTEMBER 2024 at 11H00

- It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 2 August 2024 on the municipal website: www.mbombela.gov.za on the tenders and notices folder and National e-Tender Portal: www.etenders.gov.za, free of charge.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE TO CLAIM B-BBEE POINTS, CURRENT MUNICIPAL RATES AND TAXES STATEMENT FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH UP-TO-DATE LESSOR'S MUNICIPAL RATES AND TAXES STATEMENT FOR BOTH THE BUSINESS AND ACTIVE BUSINESS DIRECTORS INCLUDING JV/CONSORTIUM PARTNERS, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "BID NO.: COM62/2024 - APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE METER AUDIT WITHIN SUPPLY AREA OF THE CITY OF MBOMBELA (INCLUDING MATSAFENI, MSHOLOZI AND THEKWANE NORTH & SOUTH) FOR 3 YEARS, CLOSING DATE: 2 SEPTEMBER 2024" with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00AM on the closing date

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act, No 5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022 and the City's Preferential Procurement Policy, where 80 points will be allocated in respect of price and 20 points in respect of specific goals.

Procurement Enquiries	:	Christopher Nkambule	(013) 759 2358
Technical Enquires	:	Jan Mabaso	(013) 759 9183
Employer	:	City Manager,	Mr. Wiseman Khumalo
		City of Mbombela	
		P. O. Box 45; 1200	

VISIT OUR WEBSITE – www.mbombela.gov.za

NB: the results of this bid will be published on council's website as prescribed on section 75(1)(g) of the MFMA and section 23(c) of the SCM Regulations.

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
	<p>The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender.</p> <p>SANS 10845-3 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 provisions of SANS 10845-3.</p> <p>Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.</p>
3.1	The Employer is: City of Mbombela, 1 Nel Street, Mbombela, 1200
	<p>The tender documents issued by the Employer comprise:</p> <p>THE TENDER</p> <p>Part T1 Tendering Procedures</p> <p>Part T1.1 Tender Notice and Invitation to Tender (white)</p> <p>Part T1.2 Tender Data (pink)</p> <p>Part T1.3 Preferential Procurement Policy of City of Mbombela (pink)</p> <p>Part T2 Returnable Documents</p> <p>Part T2.1 List of Returnable Documents (yellow)</p> <p>Part T2.2 Returnable Schedules to be completed by the Contractor (yellow)</p> <p>Part T2.3 Returnable Schedules II (yellow)</p> <p>THE CONTRACT</p> <p>Part C1 Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance (pink)</p> <p>C1.2 Contract Data (yellow)</p> <p>C1.3 Form of Guarantee (white)</p> <p>C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 (white)</p> <p>C1.5 Authority for Signatory in Terms of OH&S Act, 1993 (white)</p> <p>Part C2 Pricing Data</p> <p>C2.1 Pricing Assumptions (yellow)</p> <p>C2.2 Bill of Quantities and Information Sheets (yellow)</p>

3.2	<p>Part C3 Scope of Works C3.1 Scope of Works (blue) C3.2 Engineering (blue) C3.3 Procurement (blue) C3.4 Construction (blue) C3.5 Management (blue) C3.6 Health and Safety (blue)</p> <p>Part C4 Site Information C4 Site Information (green)</p> <p>Appendices Annexure A Health and Safety Specification (white) Annexure B Drawings for Tender Purposes (white)</p>										
3.4	<p>The Employer is City of Mbombela 1 Nel Street Mbombela 1200</p>										
3.5	The language for communications is English.										
3.6	The competitive negotiation procedure shall not be applied.										
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 3EP or Higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> <table border="1"> <thead> <tr> <th>Category of tender</th><th>Upper limits per CIDB Table 8 Regulation 17</th></tr> </thead> <tbody> <tr> <td>EP 3</td><td>R 3 m</td></tr> <tr> <td>EP 4</td><td>R 6 m</td></tr> <tr> <td>EP 5</td><td>R 10 m</td></tr> <tr> <td>EP 6</td><td>R 20 m</td></tr> </tbody> </table> <p>Joint Ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> (1) every member of the joint venture is registered with the CIDB; (2) the lead partner has a contractor grading designation in the 3EP or Higher class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3EP or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 	Category of tender	Upper limits per CIDB Table 8 Regulation 17	EP 3	R 3 m	EP 4	R 6 m	EP 5	R 10 m	EP 6	R 20 m
Category of tender	Upper limits per CIDB Table 8 Regulation 17										
EP 3	R 3 m										
EP 4	R 6 m										
EP 5	R 10 m										
EP 6	R 20 m										

	<p>b) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms T of the Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed under Forms T. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms T with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works.</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.</p> <p>Failure to comply with the requirements or to complete Form T may render the tender non- responsive.</p>
4.6	<p>Bidders are encouraged to revisit the City's website regularly prior the closing date particularly on this project folder to ensure that all addenda/ erratum that may be issued are adhered to.</p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.</p>
4.7	<p>The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting.</p> <p>The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may complete the register. On completion by all present the Employer's Representative will:</p> <p>(a) read out from the collected lists calling for confirmation that all have signed;</p> <p>The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. The City will not take responsibility for incorrect information provided by the bidder on the attendance register.</p>
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in Rand.
	<p>An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender documented is also submitted.</p> <p>If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p>

4.12	<p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
4.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies are required.</p> <p>The signed print-out shall be taken as the valid submission.</p>
4.13 4.15	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: City of Mbombela</p> <p>Physical address: 1 Nel Street, Mbombela 1200</p> <p>Identification details: TENDER NUMBER: COM62/2024 – PANEL OF ELECTRICAL CONTRACTORS FOR THE METER AUDIT WITHIN SUPPLY AREA OF THE CITY OF MBOMBELA (INCLUDING MATSAFENI, MSHOLOZI AND THEKWANE NORTH & SOUTH) FOR 3 YEARS,</p> <p>Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.</p>
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).
4.13.5	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 120 days.
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <p>a) withdraws his tender;</p> <p>b) gives notice of his inability to execute the contract in terms of his tender; or</p> <p>c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9,</p> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.

5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue addenda until 7 working days before tender closing time.
5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>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 appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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. d) imbalanced unit rates. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> 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 unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted 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 be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>

5.10	<p>List of disqualifying factors of this tender are as follows: A bid not complying with the requirements stated hereunder will be regarded as “Non-Responsive”, and as such will be rejected/disqualified for further evaluation</p> <ul style="list-style-type: none"> • Submit company registration certificate • Submit Tax Compliance Status issued by SARS • Full CSD report NOT older than 30 days from the closing date, Summary report will NOT be considered. • Submit Joint venture agreement in case of JV. • Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole • Submit copy of an active CIDB contractor grading designation of 3EP or higher. For JV, a combined CIDB grading is required. • Copies of current municipal rates and taxes statements from relevant local authority / proof of residential from tribal authority (if the business is operating and/or the directors are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes statements for both the business and all business active directors including Consortium/JV partners. These municipal rates must not be in areas for more than 90 days. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes. • Letter of good standing for COIDA. The letter of good standing must reflect the relevant nature of business as prescribed on The Compensation for Occupational Injuries and Diseases Act 130 of 1993. See Classification of Industries attached together with the tender document. • Letter of Intent for Public Liability Insurance for the value of R1 Million Rand. • All certificates, appointment letters / purchase orders for company experience, completion certificates of company experience, proof of ownership on plant and equipment, qualification certificates of personnel with Identity Documents must be certified by the commissioner of Oaths, RSA. It must have date of certification and not older than 3 months. A copy of a certified copy will not be accepted. • Fully completed and signed where applicable in the Returnable Schedules. • Failure to apply instructions contained in addenda that may be issued. • Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorized signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive.
5.11	<p>The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preferences.</p> <p>Method 2 Functionality, price and preferences is scored as follows:</p> <ol style="list-style-type: none"> a) Score each tender in respect of the financial offer made and preferences claimed, if any. b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: $TEV = N_{FO} + N_P + N_Q$

5.11.5	<p>where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p>NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> <p>No is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) 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.</p> <p>e) Rescore 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.</p> <p>f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who:</p> <ul style="list-style-type: none">do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/orfailed to complete the tender document comprehensively with all the required information.												
5.11.7	<p>The financial offer will be scored using the following formula: $NFO = W_1 \times A$</p> <p>Where:</p> <p>NFO = the number of evaluation points awarded for the financial offer W_1</p> <p>= the maximum possible number of bid evaluation points awarded for the financial offer and will be:</p> <p>(i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or</p> <p>(ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.</p> <p>A = the number calculated using Formula 2 (Option 1) Table</p> <p>1: Formulae for calculating the value of A_a</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = (1 + \frac{(P - P_m)}{P_m})$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission /fee '</td><td>$A = (1 - \frac{(P - P_m)}{P_m})$</td><td>$A = P_m / P$</td></tr></table> <p>^a P_m is the comparative offer of the most favorable comparative offer. P is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$	2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a										
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$										
2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$										

5.11.8	<p>Scoring preferences.</p> <p>Up to 100 minus W₁ tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Regulations (2022) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>Points awarded will be according to a tenderer's specific goals summarised in the table below:</p>			
	Item No.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)
	1.	100% Black owned enterprises within the definition of the HDI	5	
	2.	At least 30% women owned enterprises	2.5	
	3.	At least 30% youth owned enterprises	2.5	
	4.	At least 30% enterprises people living with disabilities	2.5	
	5.	for enterprise regarded as EMEs located within the local area of Mbombela	2.5	
	6.	for valid B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	5	
	Total		20	
	<p>Eligibility for preference points will be determined as follows:</p> <p><input type="checkbox"/> Compliance with any other information requested to be attached to Returnable Schedule Form D.</p>			

5.11.9

DESCRIPTION			Table number	Maximum points to be allocated	Points claimed by Tenderer	Allocated points
Specific project applicable expertise	Infrastructure of Firm	Experience Similar Projects	Form Q	40		
		Plant and equipment	Form R	30		
		Financial references	Form S	10		
		Sub Total		80		
	Project team	Experience of Key Personnel	Form T	20		
		Sub Total (Project Team)		20		
				100		

Tender offers will only be considered responsive if the minimum quality requirement of **70 points** is achieved.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed below. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for that particular item.

Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.

i). Company Experience (Maximum 40 points)
Details of previously completed projects related to meter audit or meter replacement programs must be entered in Form Q in the Returnable Schedule.

ii). Plant and Equipment (Maximum 30 points)
Details of owned and hired plant and equipment are to be entered in Form R of the Returnable Schedules.

iii). Financial References (Maximum 10 points)
Details of financial references are to be entered in Form S of the Returnable Schedules.

iv). Key Personnel (Maximum 20 points)
Details of key personnel and their experience and qualifications are to be entered in Form T of the Returnable Schedules.

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5.13	<p>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <ul style="list-style-type: none"> the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/). CSD is compulsory for any company to bid. The full report should be submitted, not the summary and must not be older than 30 days from the closing date. the tenderer is in good standing with SARS according to the Central Supplier Database. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the 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 and has been given a written notice to this effect; the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. No Tippex has been used on the bid document. The tenderer has not used an erasable pen and completed the bid document with a pencil.
5.17	The number of paper copies of the signed contract to be provided by the employer is One.
5.19	All requests shall be in writing.

CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.

Preamble

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	<p>a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008</p> <p>b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984</p> <p>NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.</p>	Has the bidders attached a valid company registration document in line with the applicable legislation?	YES
2.	Company Profile	<p>a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”</p>	Has the bidder attached a company profile and its experience is relevant to add value on this project?	N/A

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3.	<p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.</p>	<p>a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.</p> <p>b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or <u>notary public</u> (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.</p> <p>c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i></p> <div data-bbox="779 746 1525 1043" style="border: 1px solid black; padding: 5px;"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank)ex officio: RSA</p> <p>Date: Place</p> <p>Business Address:</p> <p>.....</p> <p>Commissioner of Oaths</p> <p>.....</p> <p>Signature Full Names</p> </div> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>	<p>Has the bidder certified all documents to be certified as per special conditions of bid?</p> <p>Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.</p>	YES
4.	<p>Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable).</p> <p>N/B CSD Report date should not be more than 30 days before Bid closing date.</p>	<p>a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.</p>	<p>Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the</p>	YES

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			closing date?	
5.	Tax Compliant Status (TCS)	a) Prospective bidders are required to attach a valid TCS together with the tender document.	Has the bidder attached a valid (not expired) TCS? The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to	YES

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			provide proof of tax compliance status within the timeframe stated above (See MFMA Circular No: 90).	
6.	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only).	<p>a) EMEs in terms of the B-BBEE Act 53 of 2002 JUNE submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>Is the copy B-BBEE Certificate valid?</p> <p>Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid?</p> <p>If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations?</p> <p>Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act?</p> <p>Is the affidavit for B-BBEE stamped and signed by commissioner of oaths? I.e. full names and signature, force/practice number, designation / rank, date and address.</p> <p>Is the certification date not older than 3 months and</p>	YES

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			original ink is clear on the document to confirm if it is originally certified?	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and losses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	YES
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	YES
9.	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p>OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p>OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in areas for more than 90 days (3 months)?</p>	YES

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	will be disqualified as prescribed on the MSCM Regulations.	<p>lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent.</p> <p>Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease.</p> <p>The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p>		
10.	<p><u>Forging of documents/certificates</u></p> <p>The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>"any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official"</i>.</p> <p>Section 34(2) of the same Act stipulates that: <i>"subject to</i></p>	<p>Are there any suspicious / alleged fraudulent or forged documents?</p> <p>If yes, has the matter been reported to the nearest SAPS following correct institutional protocol?</p> <p>Has the matter been registered with the Registrar to enable due</p>	YES

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	and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004. Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).	<i>the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence”.</i>	processes and per the Act? NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.	
11.	Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.	a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.	If applicable, is the bidder compliant with the minimum cover stipulated in the bid document? Is the public liability insurance from a registered financial institution?	YES
12.	Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies that are not managed by its owners, if: - It compiles its financial statement internally and its public interest score is less than 100. - It has its financial statements compiled independently and its public interest score is between 100 and 349. - the public interest score is 350 points or more, is required for an audit to be conducted.	Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification.	N/A
13.	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of	a) Applicable to private companies with a public interest score of less than 100. b) If, with respect to a particular company, every person who is a holder of, or has a beneficial	Has the bidders furnished MBD 5 as mandatory? Has the bidder attached the relevant AFS as required by law in line with his/her	N/A

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	section 29 of the Companies Act, such statements must comply with the provision of the Act.	<p>interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed.</p> <p>NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.</p>	declaration on MBD 5?	
14.	Functionality / Quality for evaluation of complex projects	<p>a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc.</p> <p>NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.</p>	<p>Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE? Has the bidders been scored in line with the evaluation criteria set on the tender document? All portfolio of evidence attached and certified as stated on the bid document?</p>	YES
15.	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	<p>a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.</p>	<p>If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?</p>	YES

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PART T2 RETURNABLE DOCUMENTS

PART T2: RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

- **Returnable Schedules required for Tender evaluation purposes**

COMPULSORY TENDER DOCUMENTS	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
RETURNABLE FOR QUALITY CRITERIA	
FORM Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM R	PLANT & EQUIPMENT
FORM S	FINANCIAL RESOURCES
FORM T	KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS
CERTIFICATE FOR TENDER COMPLIANCE	
FORM U	SCHEDULE OF TENDER COMPLIANCE

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COMPULSORY TENDER DOCUMENTS

FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

Notes to Tenderer:

1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non- responsive.

This is to certify that I,

representative of (tenderer)

of (address)

.....

.....

telephone number

fax number

e-mail

attended the clarification meeting on (date)

Signature of Representative: _____

Signature of Project Manager: _____

FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS (SIPDM)

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		

Attach additional pages if more space is required.

Signed Date

Name Position

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES (SIPDM)

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable.

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(This is not an invitation for alternatives but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

Signed _____
Name _____

Date _____
Position _____

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must,

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in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	5	
2.	At least 30% women owned enterprises	2.5	
3.	At least 30% youth owned enterprises	2.5	
4.	At least 30% enterprises people living with disabilities	2.5	
5.	Enterprises regarded as EMEs located within the City of Mbombela	2.5	
6.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership	5	
The City will utilise the CSD report for the above-mentioned information			

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
 - ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company

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- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box)
 - ☐ Generic code of good practice
 - ☐ Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

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

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness Signature of witness

Note:

1) Failure to complete the declaration will lead to the rejection of a claim for a preference. Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)

FORM E: COMPULSORY DECLARATION (SIPDM)

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

Section 1: Enterprise Details

Name of Enterprise

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations Company / Close Corporation registration number.

--	--

Section 3: SARS Information

Tax reference number	
VAT registration number	<i>State Not registered if Not Registered for VAT</i>

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

*insert separate page if necessary

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Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | | | |
|--|--------------------------|---|--------------------------|
| a) a member of any municipal council | <input type="checkbox"/> | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) | <input type="checkbox"/> |
| b) a member of any provincial legislature | <input type="checkbox"/> | | |
| c) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> | member of an accounting authority of any national or provincial public entity | <input type="checkbox"/> |
| 1. a member of the board of directors of any municipal entity | <input type="checkbox"/> | | |
| 2. an official of any municipality or municipal entity | <input type="checkbox"/> | an employee of Parliament or an employee of Parliament or a provincial legislature | <input type="checkbox"/> |

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption.

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | | | |
|--|--------------------------|---|--------------------------|
| d) a member of any municipal council | <input type="checkbox"/> | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) | <input type="checkbox"/> |
| e) a member of any provincial legislature | <input type="checkbox"/> | | |
| f) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> | member of an accounting authority of any national or provincial public entity | <input type="checkbox"/> |
| 3. a member of the board of directors of any municipal entity | <input type="checkbox"/> | | |
| 4. an official of any municipality or municipal entity | <input type="checkbox"/> | an employee of Parliament or an employee of Parliament or a provincial legislature | <input type="checkbox"/> |

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

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

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004).

National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;

vi) has 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;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed: _____

Date: _____

Name: _____

Position: _____

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NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE

- **For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement) Certified Copies of the ID's of the Directors Certified Shareholders Certificate

• **OR**

- **For Companies**

A copy of the Certificate of Incorporation Certified Copies of the ID's of the Directors, and Certified shareholders' register

• **OR**

- **For Joint Venture Agreements**

- Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

• **OR**

- **For Partnership**

1. Copies of the ID's of the partners

• **OR**

- **One person Business / Sole trader**

2. Copy of ID

FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

(SIPDM)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) contractors are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details / Name of enterprise:

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for Contractor's services:

The enterprise has been awarded the following contract services by an organ of state during the last five years.

Name of organ of state	Estimated value of contracts	Nature of service e.g. quantity surveying	Service number similar to required service (yes / no)?

Attach separate page as necessary

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Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

- ☐ the enterprise is not required by law to prepare annual financial statements for auditing.
- ☐ the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (i.e.: all municipal accounts are paid up to date) Attach Municipal Utility Account;

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

*Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

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**ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE
RECENT MUNICIPAL UTILITY ACCOUNT NOT OLDER THAN 6 WEEKS**

FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that 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 tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description) in response to the invitation for the tender made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____

that: (Name of Tenderer)

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

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- vii) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) bidding with the intention not to win the tender.
- viii) 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 tender invitation relates.
- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM H: DECLARATION OF GOOD STANDING REGARDING TAX

ATTACH VALID TAX COMPLIANCE STATUS (TCS)

The Tax Compliance Status (TCS) must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

**FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES (MBD 8)**

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions 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 tender of any tenderer may be disregarded if that tenderer or any of its directors have;
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

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

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4.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

**FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER
DATABASE**

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

- ***Affix Proof of the National Treasury Central Supplier Database to this page***
- ***(Full CSD required, not summary)***

FORM K: DECLARATION OF TENDERER’S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

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FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name:

Contact number:

Office address:

.....

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*

Mr.....

has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name

.....and any Contract which may arise there from on behalf of

.....
(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

SIGNATURE

AS WITNESSES: 1. NAME SIGNATURE

2. NAME SIGNATURE

COM62/2024 APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE METER AUDIT
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THEKWANE NORTH & SOUTH) FOR 3 YEARS

• **PRO-FORMA FOR JOINT VENTURES:**

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

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**ATTACHED HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED
COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

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FORM M: SCHEDULE OF SPECIALIST SUBCONTRACTORS

Notes to tenderer:

- 1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
- 2. The tenderer shall state whether he intends to carry out any specialised work himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist subcontractors. Should any or all of the specialist subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the engineer.

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
<div><div></div><div></div><div>()</div></div>		Previous value of work:
		Previous Experience:
<div><div></div><div></div><div>()</div></div>		Previous value of work:
		Previous Experience:

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<div><div></div><div></div><div>()</div></div>		<div>Previous value of work:</div> <div>Previous Experience:</div>
<div><div></div><div></div><div>()</div></div>		<div>Previous value of work:</div> <div>Previous Experience:</div>

FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COIDA) (Act 130 of 1993).

NB The letter of good standing must reflect the relevant nature of business as prescribed on The Compensation for Occupational Injuries and Diseases Act 130 of 1993. See Classification of Industries attached together with the tender document

- ***Affix certified Proof of Good Standing with Compensation Commissioner to this page as per the required CIDB Grading***

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FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

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FORM P: REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

RETURNABLES FOR QUALITY CRITERIA

FORM Q: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer will receive a maximum of 40 points based on information provided in this schedule.

1. Points will be given for projects completed of similar nature and size.
2. ONLY PROJECTS LISTED BELOW IN THE FUNCTIONALITY TABLE WILL BE EVALUATED
3. Projects of similar nature means (excluding professional Fees) of:
 - i. Electrical meter audit / procurement and replacement of faulty meters.
4. The tenderer score points per project as per the table below with a value of above or equal to stipulated amount (Incl. Vat) completed in the last 5 years.
5. The tenderer may list at least 4 of similar nature and size as per functionality table below.
6. Original certified copies (Not older than 3 Months) of the following documentation must be attached for previous projects completed in the past 5 years:
 - i. Appointment letters / work-order plus,
 - ii. Completion certificate

All must be on letterheads of the institution, with the following information contained where applicable:

(i) Description of the project, (ii) Value, (iii) Actual Construction period, (iv) Date completed, (v) Client contact details and (vi) signed accordingly.

7. Failure to submit all relevant information (certified copies of Appointment Letter OR work-order and Completion Certificate) per project will result in the forfeiture of all points for that relevant project.

8. The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas (as stated above in item 3.i and 3.ii) and conditions in relation to the scope of work required for this project.

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Item	Details of Similar Projects Completed in the past 5 Years. ONLY PROJECTS LISTED BELOW WILL BE EVALUATED	Maximum Points to be allocated	Points scored by Evaluators
1	1 x Project/Order No.:Amount: R..... Electrical meter audit / procurement and replacement of faulty meters.		
	Value above R 4500 000 or above (Including Vat)	10	
2	1 x Project/Order No.:Amount: R..... Electrical meter audit / procurement and replacement of faulty meters.		
	Value above R 4500 000 or above (Including Vat)	10	
3	1 x Project/Order No.:Amount: R..... Electrical meter audit / procurement and replacement of faulty meters.		
	Value above R 4500 000 or above (Including Vat)	10	
4	1 x Project/Order No.:Amount: R..... Electrical meter audit / procurement and replacement of faulty meters.		
	Value above R 4500 000 or above (Including Vat)	10	
SUB TOTAL		40	

Note 1: Schedule for item 4 in the table above. Bidders are limited to a maximum of 5 proof of work orders. Original certified copies (Not older than 3 Months) of documents (i)-(ii) below for each project/order listed below must be attached.

- i. Appointment letter / work-order plus,
- ii. Completion certificate

Item no.	Description of Scope for Electrical meter audit / procurement and replacement of faulty meters (in Short).	Client Name. e.g <i>City of Mbombela</i>	Project or Order No.	Year Completed	Total Amount (Incl. Vat but Excluding Professional Fees)
1					
2					
3					
4					
5					
TOTAL					

FORM R: PLANT & EQUIPMENT

The tenderer will receive a maximum of 30 points based on information provided in this schedule.

The tenderer will receive Quality points for listing of plant available for this specific contract as follows:

Item	Description, size, capacity, etc.	Allocated Points if owned	Allocated Points if hired	Quantity Required	Points Scored by Evaluators
1	1 x 10 Ton or above Truck with Hi-up crane plus Bucket (<i>Note 1</i>). OR 1 x 10 Ton or above Truck with Hi-up crane plus Cherry Picker (<i>Note 1</i>) Truck Reg. No.:	4	4	1	
2	2x 1 Ton Bakkie (<i>Note 1</i>). Vehicle Reg. No.:	8	4	2	
	2 X Meter audit devices described in par 3.2 of Scope of Work. Attach technical specifications of meter audit devices plus calibration certificates or else no points to be awarded. 4 points each (<i>Note 3</i>).	8	4	2	
3	Proof of an existing proper Workplace Facility within City of Mbombela Jurisdiction. The following information must be contained in the attachment: (i) Rates and Taxes from Relevant/Recognised Local Authority, (ii) Google map Aerial Colour photo of the Workplace Facility. (<i>Note 2</i>) a) Owned (Company/Director) Workplace Facility within City of Mbombela OR b) Leased Workplace Facility within City of Mbombela OR c) Letter of intent to establish / lease Workplace Facility within City of Mbombela within 14 days from date of appointment.	10 7 3		N/A	
	SUB TOTAL	30			

For JV: Proof from either Service provider will be accepted.

Note 1: In case of ownership, tenderers to submit proof (ownership/lease) in the name of company/director to claim for full (100%) points. Proof of ownership to be submitted. Certified copies of motor vehicle license (MVLX) or motor vehicle license and license disc (MVL1) or certificate of registration (RC1) or any valid document issued by the department of transport **plus picture of the vehicle/plant with the Reg. number visible**. Failure to submit both **proof of ownership plus picture of the vehicle/plant with the Reg. number visible** will result in zero points.

In case of **lease agreement**, full points will be allocated. The equipment must be in the name of the lessor and if it is registered in the name of his/her company, bidders are expected to attach company registration certificate, director's certified ID copy and intention lease / lease agreement in order to claim 100% of points allocated respectively.

Note 2: Tenderers to submit Proof of existing proper Workplace Facility within City of Mbombela Jurisdiction in the form of (i) **Rates and Taxes Clearance from relevant/recognised Local Authority**, (ii) **Google map Aerial photo of the work facility**. Failure to submit both (i) **Rates and Taxes Clearance from Relevant/Recognised Local Authority**, (ii) **Google map Aerial photo of the work facility** will result in zero points

Note 3: Tenderers to submit Proof of ownership in the form of **Calibration certificates with serial numbers of the testing equipment plus picture of the equipment**. Failure to submit both **Calibration certificates plus picture of the equipment** will result in zero points.

FORM S: FINANCIAL RESOURCES BANKING INFORMATION

The tenderer will receive a maximum of 10 points based on information provided in this schedule.

Item	Description	Maximum Points to be allocated	Points scored by Evaluators
1	Bank rating of "C" or better (stamped bank letter, not older than 3 Months). NB: the bank rating must be based on the amount on the form of offer. <i>For JV: The lead partner must comply with the above requirement. Failure to adhere will results in zero points.</i>	C or better = 10 D and lower = 0	
SUB TOTAL		10	

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DETAILS OF TENDERERS BANKING INFORMATION

• **Notes to tenderer:**

- The tenderer shall attach to this form a letter of intent for 10% bank guarantee. This condition may apply after allocation of works as per discretion from the end-user department.
- In the event that the tenderer is a joint venture enterprise, the bank guarantee will be expected from the Lead Partner.

BANK NAME:											
ACCOUNT NAME: (e.g. ABC Civil Construction cc)											
ACCOUNT TYPE: (e.g. Savings, Cheque etc.)											
ACCOUNT NO:											
ADDRESS OF BANK:											
CONTACT PERSON:											
TEL. NO. OF BANK / CONTACT:											
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table>	0-6 months		7-12 months		13-24 months		More than 24 months		(Tick which is appropriate)	
0-6 months											
7-12 months											
13-24 months											
More than 24 months											

**FORM S: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT
ABOVE R 10 MILLION (MBD5) – (NOT APPLICABLE FOR COM62/2024)**

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

- Are you by law required to prepare annual financial statements for auditing?
 - **YES / NO**
- 1.1. If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....
- 2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days?
 - **YES / NO**

.....

.....
- 2.1 If no, this serves to certify that the tenderer 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?

.....

.....
- 2.2 If yes, please provide particulars

.....

.....
- 2.1 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**

.....

.....

 - a. If yes, furnish particulars

.....

.....

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4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / /municipal entity is expected to be transferred out of the Republic?

• **YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

• **I, THE UNDERSIGNED (NAME)**

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE

Signature

Date

Capacity under which Tender is
Signed

Name of Tenderer

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FORM T: KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

The Tenderer will receive a maximum of 20 points based on information provided in this Schedule

1. Tenderers to submit Organogram to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Tenderers to submit signed CV (**indicating current employer**) of the key personnel (**Full-time Qualified Persons**) plus the certified copies of relevant qualifications as requested below. Failure to submit both signed CV (indicating current employment) of the key personnel plus the certified copies of relevant qualifications will result in zero points.
3. For **Part-time key personnel**, a signed appointment/confirmation Letter by the employer and the key personnel must be attached in order to claim for the half points. Failure to attach **the letter will result in zero points even if the CV and the certificates are attached.**
- 5.

Item	Description	Maximum points to be allocated	Points scored by Evaluators
1	<p>Electrician/Site Supervisor currently employed by the bidder with a minimum of 3 years electrical work and in possession of:</p> <ol style="list-style-type: none"> 1. Signed CV with relevant experience plus 2. Certified copy of Electrical Trade Test qualification plus 3. Certified copy of Electrical Installation certificate/card <p>Name & Surname:</p>	<p>2 3 2</p>	
2	<p>Project Manager with minimum of 5 years Project Management work experience on electrical works and in possession of:</p> <ol style="list-style-type: none"> 1. Signed CV with relevant experience plus 2. Certified copy of Project Management Certificate or higher plus 3. Certified copy of N3 Electrical certificate or higher. <p>Name & Surname:</p>	<p>2 3 2</p>	
3	<p>Person with SQL database GIS system expertise to comply with paragraph 3.4 to 3.6 of scope of work:</p> <ol style="list-style-type: none"> 1. Signed CV with correct training and experience plus 2. Certified copy of relevant certificates or qualification. <p>Name & Surname:</p>	<p>2 3</p>	
4	<p>Company Organogram (<i>Indicating the roles of all the key personnel above. Mismatching will results in zero points</i>).</p>	1	
SUB TOTAL		20	

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ATTACH CV'S AND CERTIFIED QUALIFICATIONS OF KEY PERSONNEL TO THIS PAGE

- **Note: Only CV's and Certified Qualifications of Key personnel that were named and shown on the organogram to be attached.**

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COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience:	Form Q	40		
Plant and Equipment:	Form R	30		
Financial References:	Form S	10		
Key Personnel:	Form T	20		
	Sub- Total	100		
	TOTAL	100		

Note:

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is 70 points. Only those tenders that achieve the minimum number will proceed to the price and preference evaluation stage.

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

	MAXIMUM POINTS TO BE ALLOCATED
Price	80
Specific Goals	20
TOTAL	100

FORM U: SCHEDULE OF TENDER COMPLIANCE

Note to tenderer:

This Table has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

FORM NO / GBD NO	FORM DESCRIPTION	TICK IF COMPLETED
A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
C	PROPOSED AMENDMENTS AND QUALIFICATIONS	
D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
E	COMPULSORY DECLARATION	
F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
G	CERTIFICATE OF INDEPENDENT TENDER	
H	DECLARATION OF GOOD STANDING REGARDING TAX	
I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
K	DECLARATION OF TENDERER'S LITIGATION HISTORY	
L	AUTHORITY OF SIGNATORY	
M	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
O	SCHEDULE OF CURRENT COMMITMENTS	
P	REGISTRATION WITH CIDB	
Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
R	PLANT & EQUIPMENT	
S	FINANCIAL RESOURCES	
T	KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS	

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C1 AGREEMENT AND CONTRACT DATA

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C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	C1.7

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C1.1 **FORM OF OFFER**

C1.2 **FORM OF ACCEPTANCE**

C1.3 **SCHEDULE OF DEVIATIONS**

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C 1.1: FORM of OFFER

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OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER NUMBER: COM62/2024 - APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE METER AUDIT WITHIN SUPPLY AREA OF THE CITY OF MBOMBELA (INCLUDING MATSAFENI, MSHOLOZI AND THEKWANE NORTH & SOUTH) FOR 3 YEARS**

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

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

The offered total of the prices, inclusive of any value added tax or sales tax which the law requires the employer to pay, is _____

_____ (in words) R_____ (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of the contract identified in the contract data.

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

C1.2: FORM of ACCEPTANCE

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 contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer 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 C 1: Agreements and contract data, (which includes this agreement) Part C 2:

Pricing data

Part C 3: Scope of work.

Part C 4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules, as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

for the EMPLOYER

Signature: _____

Date: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

C1.3: SCHEDULE of DEVIATIONS

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

for the EMPLOYER

Name: _____

Signature: _____

Date: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

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C1.4 CONTRACT DATA

C1.4: CONTRACT DATA

• CONDITIONS OF CONTRACT

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this contract and is obtainable from www.saice.org.za.

• CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract.

• PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	Description
1.1.1.13	The Defects Liability Period is 12 months
1.1.1.15	The Name of the Employer is the City of Mbombela .
1.1.1.26	The pricing strategy: Re-Measurement Contract
1.2.1.2	<p>The Employer's address for receipt of communications is: Physical address:</p> <p>1 Nel Street MBOMBELA 1200</p> <p>Postal address: PO Box 45 MBOMBELA 1200</p> <p>Telephone: 013 759 9183 Fax: N/A E-mail: Jan.Mabaso@mbombela.gov.za</p>
2.4	<p>Variations to the Conditions of Contract are:</p> <p>Add the following at the end of sub clause 2.4.1:</p> <p>" The several documents forming the Contract shall rank in the following order of precedence:</p> <ol style="list-style-type: none"> 1. Contract Agreement, 2. Form of Offer and Acceptance,

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Clause	Description
	<p>3. Contract Data,</p> <p>4. Specification Data,</p> <p>5. Standardized Specifications,</p> <p>6. Drawings,</p> <p>7. Bill of Quantities,</p> <p>8. Statutory Regulations,</p> <p>9. Other standard specifications.</p> <p>If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."</p>
4.3.3	<p>Add the following at the end of sub clause 4.3.2:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <ul style="list-style-type: none"> (vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works.

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Clause	Description
	<p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p>(viii) Acquaint himself with the requirements of COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020, and prepare a suitably and sufficiently documented COVID-19 health and safety plan as contemplated in COVID-19 (C19 OHS), 2020 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment which includes the COVID-19 safety plan shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. The COVID-19 safety plan shall be implemented and maintained from the Commencement of the Works for as long as the declaration of a national disaster published in <i>Government Gazette</i> 43096 on 15 March 2020 remains in force.</p> <p>The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 Of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997).</p> <p>The following arrangements and procedures will apply:</p> <ul style="list-style-type: none"> (i) The Contractor shall himself obtain the Mining Authorization for the sites. (ii) Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract. (iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract. (iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991. (v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010). (vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended. (vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (refer to clause 4.3.1) • Initial programme (Refer to clause 5.6.1) • Security (Refer to clause 6.2.1) • Insurance (Refer to Clause 8.6.1)
5.3.2	<p>The time to submit the documentation required, before commencement with Works execution is 14 calendar days.</p>
5.4.2	<p>The access and possession of site shall not be exclusive to the Contractor.</p>

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Clause	Description
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are: The year-end break from 18-Dec-2023 to 05-Jan-2024, 17 December 2024 to 03 January 2025, 15 December 2025 to 02 January 2026 OR AS PER SAFCEC To Be Announced
5.13.1	The penalty for failing to complete the Works is: 0.05 % of the Total Tender Sum per Calendar Day
5.14.1	Practical completion is reached when: The scope of work and testing has been completed and power restored
5.16.3	The latent defect period is 12 months after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 15% .
6.8.2	This contract does include for contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
6.10.3	The limit of retention money is 10%
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at 12% of the claim value.
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of indemnity for liability insurance is <u>R 1 000 000.00</u> for any single liability claim
10.5.2	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one .
10.7.1	The determination of disputes shall be by arbitration .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.
Special Clause	None

• **PART 2: DATA PROVIDED BY THE CONTRACTOR**

The Contractor is advised to read the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause of Conditions of Contract to which it mainly applies.

Clause	Description						
1.1.1.9	The Contractor is						
						
1.2.1.2	The Contractor's address for receipt of communications is:						
	Physical address: Postal address:						
						
						
						
						
	Telephone:						
	Fax:						
	E-mail:						
1.1.1.14	The time for achieving Practical Completion of the whole of the Works is..... weeks after Commencement Date (site handover).						
6.2.1	<p>The security to be provided by the Contractor shall be one of the following</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor to choose: Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the contract sum</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the contract sum</td><td></td></tr> </tbody> </table>	Type of Security	Contractor to choose: Indicate "Yes" or "No"	Cash deposit of 10% of the contract sum		Performance guarantee of 10% of the contract sum	
Type of Security	Contractor to choose: Indicate "Yes" or "No"						
Cash deposit of 10% of the contract sum							
Performance guarantee of 10% of the contract sum							

C1.5 FORM OF GUARANTEE

PRO FORMA PERFORMANCE

GUARANTEE

• GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words.....

"Expiry Date" means.....

• CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

• PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

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- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

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Signed	
Date	
Guarantor's signatory (1)	
Capacity	
Guarantor's signatory (2)	
Capacity	
Witness signatory	(1)
Witness signatory	(2)

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C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)

**AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)**

THIS AGREEMENT made at

on this the day of in the year

between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as

and

(hereinafter called "the Mandatory") of the other part, herein represented by

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz ELECTRICITY NETWORK MAINTENANCE and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or Mandatory, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
 - (c) **All the requirements, regulations and standards of the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020.**
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

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- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

- 6 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

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**C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

COM62/2024 APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE METER AUDIT WITHIN SUPPLY AREA OF THE CITY OF MBOMBELA (INCLUDING MATSAFENI, MSHOLOZI AND THEKWANE NORTH & SOUTH) FOR 3 YEARS

• **CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20____,

Mr/Ms _____ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of:

SIGNED ON BEHALF OF THE
COMPANY: _____

IN HIS CAPACITY
AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS: 1. _____ 2. _____

NAME (in capitals): 1. _____ 2. _____

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1: PRICING INSTRUCTIONS

- 1 The Tender Data, the Contract Data, the Scope of Work, the Site Information and the Drawings shall be read in conjunction with the Schedule of Quantities.

- 2 The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

 Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Schedule.

 The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.

- 4 Unless stated to the contrary, items are measured and paid for net, in accordance with the Drawings, without any allowance having been made for waste.

- 5 The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

- 6 An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

 The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tender rates shall apply should work under these items actually be required.

 Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items pro rata and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

 The tender rates, prices and sums shall, subject only to the provisions of the General Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

 The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

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- 8 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

- 9 For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the COLTO Standardized Specification for Road and Bridge Works for State Authorities (1998 edition) or the Specification Data.

Quantity: The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work Amount

: The quantity of an item multiplied by the tender rate of the (same) item Sum :

An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 10 The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square meter-pass
ha	=	hectare
m ³	=	cubic meter
m ³ -km	=	cubic meter kilometre
kW	=	kilowatt
kN	=	kilo-Newton
kg	=	kilogram
l	=	litre
kl	=	kilolitre
MI	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

C2.2: BILL OF QUANTITIES

SCHEDULE OF QUANTITIES

C2.2-106 to C2.2-138

SUMMARY OF SCHEDULE OF QUANTITIES

C2.2-139

APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE METER AUDIT WITHIN SUPPLY AREA OF THE CITY OF MBOMBELA (INCLUDING MATSAFENI, MSHOLOZI AND THEKWANE NORTH & SOUTH) FOR 3 YEARS

Part C2.2: Pricing Schedule

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
A	PRELIMINARY & GENERALS				
A.1	Introductory, site and handover meetings, obtaining necessary permits, giving notices, communication and co-operation with other stakeholders.	Sum	3		
A.2	Municipal Stickers (3 Vehicles) and Identity Cards (6 Personnel)	Sum	1		
	Sub-Total for A				
B	METER AUDIT				
B.1	Cost to Travel to site for Audit of an existing meter / Issuing of Tamper Notice & Disconnection / Reconnection.	per km	20 000		
B.2	Hi-up Truck/Cherry Picker	hour	each		
B.3	Electrician	hour	500		
B.4	TLB	hour	each		
B.5	Complete audit process on site (completion of audit forms with colour pictures taken)	Per installation	25 000		
B.6	Disconnection after 1st and Second Tamper Notice). (colour pictures taken before & after)	each	1 000		
B.7	Disconnection after 3rd Tamper Notice (Cable Cutting). (colour pictures taken before & after)	each	1 000		
B.8	Reconnection after 1st and 2 nd Tamper Notice). (colour pictures taken before & after)	Per report /case	8 000		
B.9	Reconnection after 3rd Tamper Notice (Cable joint & Termination). (colour pictures taken before & after)	Per report /case	1 000		
B.10	Installation of meter seals/padlocks/keypads where necessary (colour pictures taken before & after)	Per installation	7 000		
B.11	Installation/replacement of meters	Per installation	3 000		
B.12	Monthly reports on progress including attending monthly meetings	Monthly	36		

B.13	Quarterly reports on progress including attending quarterly meetings	Monthly	12		
B.14	Submit final report in the format specified in Contract items 3.4 to 3.6. including attending meetings.	Item	1		
/Sub-Total for B					
C	PROVISIONAL AMOUNTS				
C.1	Provisional Sum: padlocks	Sum	1	R100 000	R100 000,00
C.2	Provisional Sum: meter seals	Sum	1	R20 000	R20 000,00
C.3	Provisional Sum: procurement of meters and Top pole boxes when required (Only on instruction from General Manager)	Sum	1	R1 500 000	R1 500 000,00
C.4	Handling cost & profit for the Provisional Sum for item above.	%	R1 620 000	
Sub-Total for C					
D	SUMMARY				
D.1	A: PRELIMINARY & GENERALS				
D.2	B: METER AUDIT				
D.3	C: PROVISIONAL AMOUNTS				
Sub Total					
10% Contingencies					
Sub Total					
15% VAT					
TOTAL (INCL VAT) (Carried forward to C1.1 Form of Offer and Acceptance)					

COM62/2024 APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR THE METER AUDIT
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THEKWANE NORTH & SOUTH) FOR 3 YEARS

PART C3: SCOPE of WORK

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C3.1: DESCRIPTION of WORKS

C3.1 DESCRIPTION OF THE WORKS

EMPLOYER'S OBJECTIVES

The purpose of the project is to appoint a panel of service providers to do breakdown maintenance and repair work on a call-out basis on the Power Transformers, Mini-Substations Ring Main Units, Isolators, Cables, Bulk Lines, Switch Gears and related LV/MV/HV Equipment at City of Mbombela in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation. **The Contract include some elements of construction or refurbishment as well as a continuous or operational service activities.**

The objective of this contract is that the appointed panel of contractors shall avail all the necessary personnel, equipment and transport on a monthly 24/7 call out basis.

1. Abbreviations

- CoM: City of Mbombela
- VT: Voltage Transformer
- CT: Current Transformer
- LV: Low voltage
- MV: Medium Voltage
- HV: High Voltage
- OEM: Original Equipment Manufactures

2. Overview of the works

The Contractors shall maintain, service and test Power Transformers, Mini-Substations and MV Switch Gear and accessories at City of Mbombela area of supply network and attend to all callouts, repairs and ad hoc maintenance pertaining to operational failures of the same including MV cables and associated MV Accessories.

The maintenance contract shall be divided into two part as follows:

- i. Planned or Preventive maintenance
- ii. Ad hoc or Break down Maintenance

The contractors shall attend to all callouts and/or ad hoc maintenance and the response times shall be as stipulated in this contract. Where the contractor is called out for faults or requested to provide a service, the contractor shall only be paid for the labour, material and services that have been consumed during the callout or request of service and mark-up rates shall also apply for all third party items, services and spares.

3. Scope of Work

3.1. GIS

The contractor will be required to source Surveyor General Cadastral data and perform a comparison of this data with the existing GIS data of the City of Mbombela as an accurate base map will have to be in place before any audits can commence.

Financial Information

The contractor shall source the Financial Information for City of Mbombela and link this data to the GIS. Any mismatched information is to be reported to the Municipality

3.2. Meter Auditing Device

A robust mobile device is required to audit all meters located at City of Mbombela. The device shall be capable of the following:

- Fitted with a GPS module
- Loading the aforementioned GIS map in conjunction with the GPS on the unit to display the meter auditors position ensuring that the auditor assigns the correct meter information to its parent property.
- Capturing the Co-ordinates of each meter and assigning them to the relevant property.
- Capturing a photograph of the meter. It is VERY IMPORTANT that the meter number and current reading is clearly visible.
- Capture a photograph of the breaker. It is VERY IMPORTANT that the meter number of phases and the breaker capacity are clearly visible.
- Capture a photograph of the seal of the meter, or the absence of a seal.

3.3. Information Required

The following Information must be captured / verified:

- Co-ordinates of each meter
- Verify stand numbers assigned to meters
- Verify 21 digit Surveyor General code assigned to meters
- Verify Financial code assigned to meters
- Capture meter numbers
- Capture meter reading
- Capture date and time of audit
- Capture breaker size of meter
- Capture number of phases of meter
- Capture if the meter is sealed
- Seal the meter if not sealed and capture another picture to proof
- Capture any visual abnormalities (meter damaged etc.)
- Capture the class of accuracy of the meter

3.4. Reporting

The following information shall be made available to the City of Mbombela in a report format as well as in a SQL database:

- A comparison of the meter numbers captured in the field with the numbers on the Financial System
- Meters which could not be audited and the reasons
- Damaged meter installations (if visible – with photos)

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- Illegal connections (if visible – with photos)
- Stand without meters but are receiving services
- Progress per extension

3.5. Web Portal

All abovementioned reports should be made available via a web portal and should be updated on a daily basis. The portal shall also be capable of publishing the GIS information where personnel from the Municipality can view captured information and photographs for each property's meter(s) as well as thematic maps of the following:

- Progress of the data capturing process i.e. stands visited/not visited
- Meter status i.e. in order, damaged etc.
- Unmetered connections
- Erven which do not link to the Financial System

International and/or South Africa specifications and standards cover certain aspects of design and construction. Those listed below are deemed to be an integral part of this specification. Should any contradiction or difference exist between any specification and standard, the most stringent will apply.

4. NRS / SABS / IEC / British

Any relevant bulletins, specifications of material and standards required for successful completion of the project are also applicable:

NRS 034: 2009, *ELECTRICITY DISTRIBUTION — GUIDELINES FOR THE PROVISION OF ELECTRICITY DISTRIBUTION NETWORKS IN RESIDENTIAL AREAS*

4. Detailed Service scope

- 4.1. Unless otherwise specified herein, the contractor shall provide all supplies, personnel, equipment, tools, materials, supervision, and other items or services necessary for the meter auditing
- 4.2. Tools and equipment used shall be in good working order, with current and valid SABS Calibration Certificates where applicable and the correct tools for the job.
- 4.3. The personnel supplied must be able to use the tools and be able to interpret any results obtained.
- 4.4. All services and materials shall be of a type and quality that conform to applicable SABS and SANS specifications and standards.
- 4.5. All services, materials, and equipment to be used in the performance of work described herein are subject to the approval of CoM.
- 4.6. The contractor shall perform service call work, and recurring work.
- 4.7. The contractor shall receive all service call requests directly from CoM (Energy Department) representatives. Calls shall be classified by the contractor as emergency, urgent, or routine.
- 4.8. The contractor shall respond accordingly for emergency and urgent calls.
- 4.9. The contractor shall plan and schedule work to assure material, labour, and equipment are available to complete work requirements with regard to established time limits and quality standards. Verbal scheduling and status reports shall be provided when requested by General Manager.
- 4.10. Generally, emergency calls consist of correcting failures that constitute an immediate danger to personnel; threaten to damage property, or threaten to disrupt operations.
- 4.11. Urgent service calls will be classified as urgent at the discretion of the CoM.
- 4.12. Generally, urgent calls consist of providing services or correcting failures which do not immediately threaten personnel, property, or activity missions, but will soon inconvenience and/or affect the health or well-being of personnel, and lead to property damage.
- 4.13. Routine service calls will be classified as routine when the work does not qualify as an emergency or urgent call.

4.14. The Contractor shall have procedures for receiving and responding to urgent service calls within one hour after receipt of an urgent service call received during regular working hours, and within 2 hours for urgent calls received after regular working hours, on weekends, or holidays.

5. Performance Indicators

5.1. CoM will monitor contractor's performance and report it on a regular basis.

5.2. Contractor's Performance Indicators are as follows: a. Service Quality: % defect free deliveries received On-time delivery: % of complete service delivery and on time, based on agreed standards.

5.3. Contractors are expected to work with CoM to improve performance and/or process capability where needed.

5.4. Contractor's qualification status will be adjusted based on on-going performance.

5.5. In cases of repeated poor performance or failure to improve, the contract shall be terminated.

6. Cost Recovery

6.1 Contractors shall assume the costs incurred by CoM, as a result of defective supplies, services or product liability issues.

6.2 Contractors must have liability and third party insurance policy in amounts, which are agreeable to CoM.

7. Modification/Improvement Process

7.1. Any change to the original service or product design must be approved by CoM prior to implementation.

7.2. A Request for Change needs to be submitted to CoM and approved prior to implementing the change.

7.3. The contractor shall keep records of all requests and corresponding CoM approvals.

8. Quality Plans and Control

- 8.1. All work and services must be executed in accordance with prevailing industry norms and standards relating to quality.
- 8.2. In this regard, the Contractor will be expected to draft quality plans for the CoM from time to time.

9. Key Personnel

- 9.1. The schedule of key personnel to this Contract (as per the Schedules) will, as a minimum, include all persons from Cable Jointers, Electricians, Testing technicians, Engineers up to management level.
- 9.2. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. More requirements regarding staff competence, qualification and ability shall be provided in the Annexes.
- 9.3. Should the CoM experience difficulties (also relating to maintaining a professional working relationship) with any of the above personnel, he/she may instruct the Contractor to replace the person forthwith with another person of similar ability as per NE3 TSC requirements.

10. Management Meetings

- 11.1 The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues at least once a month or as to address issues that may arise from time to time.
- 11.2 As far as is practicable, the Contractor will make all required persons available for these meetings.
- 11.3 The Contractor shall not submit claims for payment for staff attending any of these meetings.

11. Proof of compliance with the law

- 11.1. The CoM may at any time request from the Contractor reasonable proof that the Contractor is in compliance with any law or regulation.

12. Safety and Accident Prevention

- 12.1. The contractor shall formulate and submit, within 30 days after the conditional contract award date, a written safety and health plan for acceptance by the CoM. The written plan shall include the details of the contractor's safety organization, responsibilities, method of program implementation, and how hazards and deficiencies shall be identified and corrected. It shall detail employee's responsibilities for: protection of CoM property and safety of others, employee's responsibilities for reporting all mishaps, and establish procedures for reporting or correcting unsafe conditions, hazards, or practices. The plan shall also contain mishap notification and reporting procedures.
- 12.2. The contractor shall ensure employees have safety education when engaged in activities involving CoM facilities, personnel, or equipment.
- 12.3. The contractor shall immediately notify CoM safety personnel of all accidents/incidents involving employee use of and/or damage/injury to facilities, equipment, or personnel.
- 12.4. The contractor shall require their personnel to wear safety shoes/boots in accordance to OHSA standards.
- 12.5. The contractor shall provide all required personal protection equipment, e.g. respirators, hearing protection, eye protection, gloves, steel-toed boots, aprons, masks, face shields, reflective vests, etc. as required by OHSA standards. Where applicable test certificates shall be included to guarantee conformance.
- 12.6. The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all

persons, equipment and installations relating to this Contract.

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12.7. Wherever Com owned equipment and/or tools are utilized, the Contractor shall be solely liable for compliance of such equipment or tools with the Occupational Health and Safety Act (as most recently amended) as if the Contractor is both the owner and user of such equipment and/or tools.

12.8. All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the CoM.

12.9. The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WC registration shall be produced on request.

13.11 All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

13.12 No person shall perform an unsafe / unhygienic act or operation whilst on CoM premises.

13.13 No unsafe/dangerous equipment or tools may be brought onto or used on CoM premises. CoM reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the CoM and without affecting the terms of the Contract in any way.

13.14 CoM reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets.

13.15 The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

13.16 At no time must the Contractor interfere with, or put at risk, the functionality of any fire detection and/or fire prevention system. Care must also be taken so as to prevent fire hazards.

13.17 The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and reflective jackets. All costs relating to uniforms shall be for the Contractor's account.

13. Service Specification

Normal working hours shall mean from 0800Hrs to 17Hrs Monday to Friday and excludes weekends and Holidays.

All services shall be done in accordance to SABS standards, OSH ACT, manufacturer's specifications and any other applicable statutory regulations.

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14. Logistical Support

Equipment, Spares and Materials: It will be expected that the Contractor maintains an inventory of equipment, spares and materials or have access to those spares without compromising response times.

The contractor shall, at all times, stock any special equipment necessary for the execution of the works to ensure that down time on equipment is kept to a minimum.

Safety and Housekeeping: Good safety and housekeeping practices shall be entrenched in daily maintenance practices. The Contractor shall comply with all safety regulations prescribed by CoM. It is the Contractors responsibility to know and understand the regulations. CoM's employer representative has the right to perform routine or ad-hoc inspections of workshops, storage areas and work sites.

With reference to the OHS ACT it shall be expected that the Contractor appoint an employee as the mandatory person with the associated responsibilities on site.

Service History: Apart from the preventative maintenance recording, each corrective and breakdown maintenance will have a completed maintenance history report and the contractor shall submit information for the provision of this report.

Continual improvement: This contract encourages the analysis of maintenance trends to identify deficiencies and implementation of improvement actions.

15. Procurement

The Contractor will respect OEM warranties to CoM at all times when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the CoM on the quotation. This also implies that the Contractor will have to build relationships with the various key OEM's.

16. Subcontracting

No part of this Contract may be subcontracted unless with written approval from CoM. CoM shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor.

17. OTHER CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER

The service provider must provide the Municipality with a completed list of local labourers to be used, within 14 days after final award of the tender for approval by the Municipality. The aforesaid list must be updated and submitted together with the service providers' progress report and invoice, inclusive of the following details:

- a) Salary / wages spent on local employees versus total wages / salary budget at site
- b) Number of local employees employed versus per total workforce at site
- c) Payments made to the local labourers