

MOGALAKWENA LOCAL MUNICIPALITY



Re-Advertisement

APPOINTMENT OF PANEL OF THREE SERVICE PROVIDERS FOR REFURBISHMENT & MAINTENANCE OF ALL POWER TRANSFORMERS FOR A PERIOD OF THREE YEARS AS AND WHEN REQUIRED.

TENDER NO: 25-2020/2021

TENDER ADVERT DATE: 05 OCTOBER 2021

TENDER CLOSING DATE AND TIME: 08 NOVEMBER 2021

NAME OF TENDERER: _____

CELL NUMBER: _____

FAX NUMBER: _____

OFFICE NUMBER: _____

EMAIL ADDRESS: _____

POSTAL ADDRESS: _____

TENDER NO. 25-2021/2022

TENDER NOTICE AND INVITATION TO TENDER

CLOSING TIME & DATE: 08 NOVEMBER 2021 AT 10AM

Mogalakwena Local Municipality hereby invites suitably qualified service providers to tender for the below mentioned project.

The details of the project are as follows:

No:	Project Name	COMPULSORY BRIEFING MEETING	Tender Number	Enquiries
1.	PROJECT NAME: APPOINTMENT OF PANEL OF THREE SERVICE PROVIDERS FOR REFURBISHMENT & MAINTENANCE OF ALL POWER TRANSFORMERS FOR A PERIOD OF THREE YEARS AS AND WHEN REQUIRED.	NONE Due to Covid Regulations		Supplychain@mogalakwena.gov.za @ 015 491 9671/9731/9649 Electrical Services @ 0154919601/9646

Mogalakwena Municipality will evaluate, adjudicate and award the bids in accordance with the PPPFA of 2017

BID DOCUMENTS CONTAINING THE CONDITIONS OF BIDS AND REQUIREMENTS CAN BE DOWNLOADED ON E-TENDERS PUBLICATION PORTAL AT www.etenders.gov.za for free and on www.mogalakwena.gov.za.

The respective project name with the project number must be clearly marked on the envelope before submission.

Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, by no later than **10H00 on 08 NOVEMBER 2021** for all the above projects.

No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with the successful tenderer.

NB* Service providers should take note that no bid/service will be awarded to a service provider who is not registered and valid on Web Based Central Supplier Database (CSD).

Enquiries related to this tender must be addressed to Supply Chain Management at 015 491 9662/9671/9731/9649/9647.

The Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be.

**NGOEPE HSM
ACTING MUNICIPAL MANAGER
54 RETIEF STREET
MOKOPANE
0601
NOTICE NUMBER:**

1.1 TENDER NOTICE AND INVITATION TO TENDER
INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MOGALAKWENA LOCAL MUNICIPALITY (MLM)

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION	REFURBISHMENT & MAINTENANCE OF ALL POWER TRANSFORMERS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (54 RETIEF STREET ADDRESS)					
Mogalakwena Local Municipal Tender Box in Civic Centre					
54 RETIEF STREET					
Mokopane					
Limpopo Province					
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open during working hours a day, 5 days a week.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
6.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 6.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 6.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES NO YES NO YES NO YES NO YES NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

bidders are required to complete in full the attached form TCC 001 “Application SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

1.2 APPLICATION FOR TAX CLEARANCE CERTIFICATE

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010). (See WWW.CIDB.ORG.ZA)

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The CIDB Standard Condition of Tender, as contained in Annex F of the Standard for Uniformity published on May 2010 are included in this document.

F1.1 The employer is Mogalakwena Local Municipality

F1.2 The tender documents issued by the employer comprise:

Part 1: Tendering procedure

- 1.1 Invitation to Bid (MBD 1)
- 1.2 Application for Tax Clearance Certificate (MBD 2)
- 1.3 Tender data
- 1.4 CIDB Standard conditions of tender

Part 2: Pricing data

- 2.1 Pricing instruction
- 2.2 Firm Prices Form (MBD 3.1)
- 2.3 Price Schedule

Part 3: Agreements and contract data

- 3.1 Form of acceptance

3.2 Contract data

3.3 Formal contract (MBD 7.1)

Part 4: Returnable documents

.1 Returnable documents required for evaluation purpose

- Municipal Rates and Taxes (Not in arrears for more than 90 days)
- SHEQ Regulations
- Invitation to Bid (MDB 1)
- Declaration of Interest Form (MBD 4)
- Declaration for Procurement above R10 000 000 (MBD 5)
- Preference Claim Form (MBD 6.1)
- Declaration Certificate for Local Content (MDB 6.2)
- Declaration for Purchase of Goods (MBD 7.1)
- Declaration of Bidder's past SCM practices (MBD 8)
- Certificate of Independent Bid Determination (MBD 9)
- B-BBEE Certificate or sworn affidavit
- Valid Tax Clearance Certificate or SARS Pin
- Financial Statements for the past three years
- Central Supplier Database (CSD) Registration Report

4.2 Other documents required for evaluation purpose

4.3 Documents that will be incorporated in the contract

Part 5: Scope of work

5.1 Evaluation Criteria

5.2 Specifications

F1.4 The employer's agent is:

Name: Mr Ramango GN

Address: 54 Retief Street

Tel: (015) 491 9646

E-mail: ramangog@mogalakwena.gov.za

F2.1 Only those bidders who satisfy the eligibility criteria are eligible to submit tenders and the tenderer, or his principals, is not under any restriction to do business with employer.

F2.7 The arrangements for a NON-COMPULSORY clarification meeting are: NONE Due to Covid Regulations

F2.10. Provide prices that are fixed for the period of the contract (36) months

F2.12 If a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's agent.

Acceptance of an alternative 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.

F2.13.2 Return all returnable documents after completing and signing them in their entirety

F2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus two copies

F2.13.5 The employer's address for delivery of tender offer and identification details to be shown on each tender offer package are:

Location of tender box: Mogalakwena Local Municipality Civic Centre

Physical address: 54 Retief street, Mokopane 0601

Identification details: Tender no:

F2.13.6 A two envelope system will not be followed

F2.15 The closing time for submission of tender offers is as stated in the Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F2.16 The tender offer is validity period is 150 days.

F2.16.2 The tender must consider extending the validity period if requested by the Purchaser.

F3.4 Tender offers/quotes will be opened by Mogalakwena Local Municipality SCM unit, in accordance with Mogalakwena Local Municipality procurement policy, in the presence of Mogalakwena Local Municipality Legal Representative.

F3.11 The procedure for the evaluation of responsive tenders is as follows:

F3.13.1 Tenders will only be accepted if:

- a) The tenderer has in his or her possession an original valid tax clearance certificate or pin issued by the South African Revenue Services
- b) The tenderer is registered with Central System Database (CSD)
- c) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges
- d) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
- e) The tenderer has not:
 - 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
- f) Has completed the Declaration of Interest Form and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process.

F3.18 The number of paper copies of the signed contract to be provided by the employer is one.

1.4 CIDB STANDARD CONDITIONS OF TENDER

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

Note 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

Note 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any bias, inclination, obligation, allegiance or loyalty which in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) conflict of interest means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially; ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied need

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement Procedures

F1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposed procedure using the two-stage system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tender scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's Obligations

F.2.1 Eligibility

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

F.2.1.2 Notify the employer of any proposed material change in the capabilities or information of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 the tender offer

Include in the rates, prices, and the tendered total of the prices (if any) all duties, (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data. VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of identified in the contract data

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

F.2.11 Alterations to documents

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

F.2.12 tender offers

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

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

F.2.13 submitting a tender offer

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

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

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

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

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

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

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the tender data. F.2.13.8 Accept that the employer will not assume any responsibility for the premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer

not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 of tender submissions

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

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

F.3.4.3 Make available the record outlined in to all interested persons upon request.

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

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

and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

Method 1: Financial offer	1. Rank tender offers from the most favourable to the least favourable comparative offer. 2. Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1.Score tender evaluation points for financial offer 2. Confirm that tenderers are eligible for the preferences claimed and if so, score Tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4. Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for The award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and Quality	1.Score quality, rejecting all tender offers that fail to score the minimum number of points for Quality stated in the Tender data 2. Score tender evaluation points for financial offer 3. Calculate total tender evaluation points 4. Rank tender offers from the highest number of tender evaluation to the lowest 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality And preferences Preferences	1. Score quality, rejecting all tender offers that fail to score the minimum number of points for Quality stated in the Tender data 2. Score tender evaluation points for financial offer 3. Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing 3. Calculate total tender evaluation points 4. Rank tender offers from the highest number of tender evaluation to the lowest 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Where:

P_m = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted. The successful tenderers will be published on the municipal website.

F.3.15. Prepare contract documents

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

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

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

F.3.19 Provide written reasons for actions taken

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

MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS)

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES EXCLUDED)
1	1	Cost per unit	R

Note:

-	Required by:	.....
-	At:	.....
-	Brand and Model	.....
-	Country of Origin	.....
-	Does the offer comply with the specification(s)?	*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....
-	Delivery basis	.....

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

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

PART 3: AGREEMENTS AND CONTRACT DATA

3.1 FORM OF OFFER

The Municipal Manager
Mogalakwena Local Municipality
54 Retief Street, Mokopane

SIR, I (or We), the undersigned hereby BID and should this BID be accepted, undertake to supply and deliver the GOODS AND SERVICES as described and referred to in the Specification, Schedule of Quantities, Drawings and Schedule of Prices Conditions of Contract, and have no objection to enter into the formal Contract with the said City Power, embodying the said Conditions of Contract, Specifications, Schedule of Quantities, Drawings and Schedule of Prices, in consideration of the sum (Exclusive of Value Added Tax) section of the scope as indicated under the headings below.

																Amount in Figures (VAT Excl.)	
																Amount in Words	

based on the provisional quantities specified and unit rates incorporated by me (or us) in the said Schedule of Quantities and Schedule of Prices or such other sum as may be ascertained in accordance with the aforementioned documents.

Name of Authorised Person	Signature of Authorised Person	Date

If the Bidder is a Company, Corporation or Firm, state by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney, or otherwise.

I (We) _____ am (are) authorised to enter into this contract on behalf of

_____ by virtue of _____

dated the _____ day of _____ 20____, a certified copy of which is attached to this BID.

WITNESSES: _____

Signature

Date

This section must be completed in full otherwise Bids are liable to rejection on the grounds of being incomplete.

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1.	.....
2.	.....
DATE:	

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES	
1.	.....
2.	.....
DATE	

3.2 CONTRACT DATA

3.2.1 PURCHASE PRICE

3.2.1 The Purchase Price shall be the amount set out in the PURCHASE ORDER.

3.2.2 Unless otherwise stipulated in the PURCHASE ORDER, no additional costs of whatever nature shall be payable by Mogalakwena Local Municipality

3.2.3 VAT shall be deemed to be included from the Purchase Price.

3.2.4 All other taxes payable in respect of the items stipulated on the PURCHASE ORDER shall be deemed to be included in the Purchase Price.

3.2.5 PURCHASE ORDERS placed on a “Price to be Agreed” (PTBA), “Estimated Price” or “Price Subject to Adjustment” basis, are issued on the condition that Mogalakwena Local Municipality shall be advised, in writing, of the details of the proposed Purchase Price prior to execution of the order Mogalakwena Local Municipality may demand, prior to payment, that the price computation be substantiated by documentary evidence.

3.3 TERMS OF PAYMENT

Mogalakwena Local Municipality payment terms are 30 days from the date of receipt of the invoice and statement of account.

3.4 METHOD OF PAYMENT

3.4.1 SUPPLIER must elect payment by cheque or electronic fund transfer for the purpose of a contract within 14 (fourteen) days of a purchase order being awarded. SUPPLIER must exercise its choice in writing and submit it to Mogalakwena Local Municipality Financial Department, failing which all payments in terms of this contract will be by cheque. The onus is on the SUPPLIER to ensure that the Financial Department has received and recorded its choice in this regard.

3.4.2 The method of payment elected by SUPPLIER may only be altered with Mogalakwena Local Municipality consent.

3.4.3 If payment is made by cheque, same will be posted.

3.4.4 SUPPLIER assumes the entire risk in cheques from the moment of posting and Mogalakwena Local Municipality liability is deemed to be met when the cheque is posted.

3.4.5 If cheque(s) will be delivered by hand to SUPPLIER or be collected from Mogalakwena Local Municipality by SUPPLIER or its representative. The receiver should acknowledge the receipt.

3.4.6 SUPPLIER shall ensure that Municipality Local Municipality at all times has the correct banking information of SUPPLIER in order to make an electronic fund transfer, by submitting a cancelled cheque and a letterhead to:
FINANCIAL DEPARTMENT
MOGALAKWENA LOCAL MUNICIPALITY
54 RETIEF STREET
MOKOPANE
0601

If any aspect of SUPPLIER's banking information changes, SUPPLIER shall timeously inform Mogalakwena Local Municipality in writing of such changes.

SUPPLIER assumes the entire risk of incorrect electronic fund transfers arising from changes in SUPPLIER's banking information.

3.4.7 Settlement discount as agreed upon and stated in the contract will be deducted from payment.

3.5 INVOICING

3.5.1 Invoices shall comply with the VAT Act, failing which payment will not be made.

3.5.2 All invoices, monthly statements and other related documentation must be submitted to:

THE FINANCIAL DEPARTMENT
MOGALAKWENA LOCAL MUNICIPALITY
54 RETIEF STREET
MOKOPANE
0601

3.5.3 SUPPLIERS invoice(s) shall be fully detailed in respect of:

3.5.3.1 Information

- The Mogalakwena Local Municipality Purchase Order Number.
- The full description of item(s) to which the invoice(s) relate(s)
- A unique Invoice Number.
- Date of issue of the invoice.
- Company/Close Corporation Registration Number
- VAT Registration Number
- Delivery Notes Number

3.5.3.2 Value Added Tax

- Amount of VAT.
- In the event of VAT being levied at differentiated rates, each rate invoiced.

3.5.3.3 Structure of Invoice

- Total value of GOODS AND SERVICES excluding VAT
- VAT on amount payable
- Total amount payable
- Comments if applicable
- Settlement Discount ... %

3.6 STATEMENT OF ACCOUNTS

3.6.1 SUPPLIER shall submit an original monthly statement to the Financial Department by not later than the 10th day of the month following the month in which the GOODS AND SERVICES were delivered.

3.6.2 Said statement must reflect the following:

- Opening balance (which shall be the closing balance of the immediate Preceding statement).
- Add: Amount of the current month's invoices
Debit notes
(Detailed as per document number)
- Deduct: Credit notes
Payments received during month
Settlement discounts allowed
(Detailed as per document number) -
Closing balance

3.7 ORIGINAL DOCUMENTS

SUPPLIER must submit original invoices, debit/credit notes, for GOODS AND SERVICES supplied and relevant information or documentation and monthly statements. Faxed documents will not be accepted and processed for payment.

3.8 SET OFF

Mogalakwena Local Municipality may deduct any amount owed by the SUPPLIER to Mogalakwena Local Municipality from any liquidated and fully due amount owed by Mogalakwena Local Municipality to SUPPLIER.

3.9 STANDARD COMMERCIAL TERMS AND CONDITIONS

3.9.1 ENTIRE CONTRACT

The CONTRACT constitutes the entire CONTRACT between the parties and all previous negotiations, proposals and writings pertaining to the procurement of GOODS AND SERVICES or the subject matter thereof are superseded by this CONTRACT as are SUPPLIERS terms and conditions contained in any of its documentation, invoices and/or delivery notes.

3.9.2 SUPPLY OF GOODS AND

SUPPLIER shall supply the GOODS AND SERVICES as specified in the PURCHASE ORDER in accordance with these Standard Commercial Terms for Procurement of GOODS AND SERVICES.

3.9.3 QUOTATIONS

3.9.3.1 SIGNED AND ACCEPTED IN WRITING:

3.9.3.1.1 Quotations in response to a request by Mogalakwena Local Municipality shall be in writing when requested and be signed by the SUPPLIER.

3.9.3.1.2 The quotation must be signed by an authorised representative of the SUPPLIER.

3.9.3.1.3 Failure to sign the quotation will invalidate the quotation.

3.9.3.1.4 Mogalakwena Local Municipality does not hold itself liable to be bound by any agreement, arrangement or order for the procurement of GOODS AND SERVICES, not entered into by and on behalf of Mogalakwena Local Municipality by authorised Mogalakwena Local Municipality Procurement and Supply Management personnel.

3.9.3.1.5 The representative of the SUPPLIER signing the quotation warrants his/her authority by his/her signature on the quotation.

3.9.3.1.6 Unless otherwise advised, only written acceptance of a quotation, by means of a Purchase Order, by an authorised Mogalakwena Local Municipality Official shall be valid.

3.10 TERMS AND CONDITIONS:

3.10.1 Mogalakwena Local Municipality reserves the right to adjust arithmetical errors in quotations. Mogalakwena Local Municipality will not accept any liability whatsoever for errors in quotations.

3.10.2 The SUPPLIER must prepare and submit its quotations at its own expense.

3.10.3 Mogalakwena Local Municipality reserves the right to invite quotations from several potential SUPPLIERS for the supply of GOODS AND SERVICES.

3.10.4 Mogalakwena Local Municipality may in its discretion accept or reject quotations without furnishing reasons.

3.10.5 Mogalakwena Local Municipality may accept any part of or an item of a quotation without being obliged to accept such quotation in its entirety.

3.10.6 Notwithstanding clause 4.3.1.5, whoever submits an accepted quotation, shall satisfy Mogalakwena Local Municipality, if so required by, in the manner Mogalakwena Local Municipality and detail required:

3.10.6.1 As to the authority of the person who signed the quotation and the SUPPLIER's legal capacity to enter into a CONTRACT;

3.10.6.2 As to the SUPPLIER's capability (financially, technically and otherwise) to successfully supply the GOODS AND SERVICES in accordance with the specifications of the GOODS AND SERVICES.

3.10.7 For purposes of making an offer and acceptance thereof the parties agree that the following shall be deemed as acceptable in execution thereof.

-Facsimile Message delivered by Mogalakwena Local Municipality

3.10.8 An offer shall be deemed to be accepted upon the terms and conditions contained in the CONTRACT as follows

3.10.8.1 Facsimile Message - Successful despatch per facsimile confirmed by Mogalakwena Local Municipality's fax transmission report.

3.10.9 It is the responsibility of the SUPPLIER to ensure that their sets of documents relating to the GOODS AND SERVICES are complete and legible, and if not, SUPPLIER must apply to Mogalakwena Local Municipality

for the required documents of portions thereof. Mogalakwena Local Municipality will not accept any liability whatsoever for errors in quotations if the SUPPLIER has failed to perform its obligation in terms thereof.

3.10.10 Both parties undertake to act only on the basis of utmost good faith and trust in the execution of this CONTRACT. Should the SUPPLIER commit any act which compromise or may compromise such relationship, or which is contrary to Mogalakwena Local Municipality's Commercial Ethics with which the SUPPLIER declares itself fully familiar then Mogalakwena Local Municipality shall be entitled, notwithstanding the provisions of clause 4.15, to terminate this CONTRACT forthwith.

3.10.11 DISCREPANCY IN DESCRIPTION

The SUPPLIER shall immediately inform the relevant Procurement Officer of any discrepancy or ambiguity between the Request for Quotation and the PURCHASE ORDER with respect to the description, dimension or quantities in the PURCHASE ORDER prior to executing the PURCHASE ORDER, failing which the SUPPLIER shall indemnify Mogalakwena Local Municipality against any and all damages arising as a result thereof.

3.11 DELIVERY AND INSPECTION UPON DELIVERY

3.11.1 DELIVERY

3.11.1.1 The SUPPLIER rendering the GOODS AND SERVICES to be done in terms of the PURCHASE ORDER to Mogalakwena Local Municipality as specified by the project engineer during the hours stipulated in 3.11.1.2. Mogalakwena Local Municipality reserves the right to withdraw SUPPLIER's permits should SUPPLIER not adhere hereto.

3.11.1.2 The GOODS AND SERVICES shall be done during normal working hours at the following times:

Monday – Friday: 07:30 to 16:30

3.11.1.3 In the event that delivery of the GOODS AND SERVICES can only be effected outside of the above stipulated times, the Mogalakwena Local Municipality Project co-ordinator shall be contacted.

3.11.1.4 SUPPLIER must ensure that the GOODS AND SERVICES are accompanied by the works Completion certificate with a valid Mogalakwena Local Municipality purchase order number failing which will not accept Mogalakwena Local Municipality the GOODS AND SERVICES. The GOODS AND SERVICES must physically be identifiable per PURCHASE ORDER and line number, failing which no acceptance of the GOODS AND SERVICES can and will be made. In the event that SUPPLIER delivers the GOODS AND SERVICES by sub-contractor, SUPPLIER must ensure that its official works completion certificate accompanies the GOODS AND SERVICES as the sub contractor's documentation shall not be acceptable. The GOODS AND SERVICES shall be provisionally accepted upon delivery and such provisional acceptance shall be indicated on the works completion certificate by Mogalakwena Local Municipality.

3.11.1.5 In the event that the GOODS AND SERVICES are not rendered in accordance with the Standard Commercial Terms of Procurement of GOODS AND SERVICES and the CONTRACT, Mogalakwena Local Municipality shall be entitled to withhold payment.

3.11.1.6 SUPPLIER must submit its invoices to the Financial Department as indicated in clause 3.5. The project co-ordinator shall not direct invoices to the Financial Department. Mogalakwena Local Municipality shall not be responsible for delays in payment emanating as a result of incorrect submission of invoices or incorrect invoicing procedures followed by the SUPPLIER and no interest shall accrue on such outstanding amounts due the SUPPLIER.

3.11.2 INSPECTION UPON DELIVERY

3.11.2.1 Mogalakwena Local Municipality shall inspect the GOODS AND SERVICES upon receipt thereof on site with a signed works completion certificate.

3.11.2.2 GOODS AND SERVICES shall be subject to one or more of the following inspections, whatever the case may be and whichever may be applicable, under the circumstances

- Statutory
- Technical in accordance with applicable specifications
- Visual
- Statutory and Technical inspection shall take place within 3 (three) business days from date of delivery.

3.11.2.3 Where GOODS AND SERVICES are subject to statutory, technical and visual inspections, the GOODS AND SERVICES will:

- be provisionally accepted upon delivery and such provisional acceptance shall be indicated by Mogalakwena Local Municipality on the works completion certificate.

3.11.2.4 In the event that the GOODS AND SERVICES are rejected after either a statutory, technical or visual inspection, Mogalakwena Local Municipality shall notify the SUPPLIER verbally or in writing of such rejection and the GOODS AND SERVICES must be rectified by the SUPPLIER within 7 (seven) business days of receipt of notice of the rejection. Should the SUPPLIER not rectify the DEFECTS within 7 (seven) days, Mogalakwena Local Municipality shall notify the SUPPLIER in writing that the GOODS AND SERVICES have not been rectified.

3.11.2.5 Mogalakwena Local Municipality reserves the right to rectify the GOODS AND SERVICES should the DEFECTS not be rectified within the above-specified period. Mogalakwena Local Municipality shall supply the SUPPLIER with the following documentation:

- Dispatch Advice
- Non-conformance Report, stating the reason for the non-acceptance of the GOODS AND SERVICES,
- Any certification documentation, which accompanied the GOODS AND SERVICES.

3.12 INSPECTION OF GOODS AND SERVICES

3.12.1 Mogalakwena Local Municipality shall be entitled to inspect the GOODS AND SERVICES to be performed in terms of a

CONTRACT

3.12.2 Failure to inspect the GOODS AND SERVICES shall in no way impair and prejudice any of Mogalakwena Local Municipality's rights set out in clause 3.11.2 hereunder nor be deemed to constitute acceptance of the GOODS AND SERVICES by Mogalakwena Local Municipality .

3.11 RISK AND INSURANCE

3.12.1 RISK

All risk in the GOODS AND SERVICES which are to be rendered by the SUPPLIER, shall remain with the SUPPLIER until delivery and commissioning of said GOODS AND SERVICES has been made to the point of delivery as stated in the PURCHASE ORDER or clause 4.6 of this CONTRACT and the works completion form signed and accepted by the designated Mogalakwena Municipal official, at which point the risk shall pass to Mogalakwena Local Municipality.

3.12.2 INSURANCE

- a) The minimum limit of indemnity for insurance in respect of loss or damage to property (except the works, Plant, Machinery and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is R5m
- b) The contractor is liable for insurance in respect of death of or bodily injury to employees of the Contractor arising out and in the course of their employment in connection with this contract.
- c) The insurance against loss of or damage to the works, Plant and Materials which includes cover for Plant and Materials provided by the Employer for an amount of R50m. The Contractor is liable for any amount exceeding R50m.

3.13 WARRANTIES

The SUPPLIER warrants that the GOODS AND SERVICES supplied by it in terms of the PURCHASE ORDER complies with the specifications of the GOODS AND SERVICES as stipulated in the CONTRACT.

3.14. COMMUNICATIONS

The SUPPLIER must indicate the PURCHASE ORDER number on all its documentation which shall include but not be limited to, invoices, delivery notes, consignment notes, bills of lading, packing lists, packaging and communications, failure to do so will result in delayed payment. No interest will accumulate in respect of such payments and settlement discount shall still be deducted.

3.15. FORCE MAJEURE

- 3.16.1 Should circumstances which were not foreseeable with reasonable foresight or avoidable with reasonable care ("circumstances"), arise (or be reasonably anticipated) and delay, (or have the potential to delay) performance, (whether in whole or in part) or make performance, (whether in whole or in part) impossible, the party who's performance is affected, (or who's performance may be affected) ("affected party") shall forthwith, in good faith and by the most expeditious means, notify the other party in writing of:

3.16.1.1 the cause(s), nature and extent of the circumstances;

3.16.1.2 the expected duration of the circumstances;

3.16.1.3 the extent to which the performance will be affected.

- 3.16.2 If the circumstances change after the affected party has notified the other party in accordance with clause 4.11.1, the affected party shall forthwith, in good faith and by the most expeditious means inform the other party of such changes and keep the other party updated on such changes.

3.16.3 Subject to paragraphs 3.16.1 and 3.16.2 the circumstances shall NOT terminate the CONTRACT between the parties or absolve the affected party from performance.

3.16.3.1 Should the circumstances make the agreed performance impossible, the affected party shall, having regard to all relevant factors, as soon as possible and in good faith submit proposals for alternatives to the other party. Such proposals shall be in sufficient detail(s) to enable the other party to technically and financially assess the alternative(s) and to decide whether any alternative is acceptable.

3.16.3.2 Should there be no alternative acceptable to the other party, it may elect to cancel the CONTRACT.

3.16.4 Should the circumstances delay the agreed performance?

3.16.4.1 the affected party shall forthwith and in good faith take all reasonable steps to mitigate the delay and to recover lost time, and

3.16.4.2 having regard to all relevant factors and in good faith notify the other party as soon as possible of the steps to be taken to mitigate the delay and recover lost time and keep the other party updated on changes and progress thereof;

3.16.4.3 the other party may, if the extent to which the delay may be mitigated and lost time be recovered are unacceptable to it, elect to cancel the CONTRACT.

3.16.5 Neither of the parties shall have any claim, arising from the circumstances, on the other.

3.16.6 Without limiting the generality and intention of clause 3.16.1 in any way, the circumstances may include, without being limited thereto:

- Acts of God;
- War, riots, civil- or military insurrection and like political happenings;
- Natural disasters such as earthquakes, fire, storms and floods;
- Governmental acts or omissions;
- Terrorism or sabotage;
- Labour unrest such as strikes and lockouts.

3.17 ADDITIONS AND OMISSIONS

3.17.1 The AGREEMENT may only be amended in writing by "Change Order" under signature of the parties and SUPPLIER shall only react to written amendments.

3.17.2 No amendment shall be valid unless it is signed on behalf of Mogalakwena Local Municipality by:

3.17.2.1 A duly authorised commercial officer or his/her superior.

3.17.3 Terms and conditions in SUPPLIER's documentation, which conflict with the contents hereof, shall be of no force or effect.

3.18 CONCESSIONS

3.18.1 Concessions made by Mogalakwena Local Municipality shall not prejudice its rights.

3.19 DISPUTE RESOLUTION

3.19.1 Should any dispute arise at any time and in any way in connection with this CONTRACT, the dispute will be referred to contracting parties nominated senior management to resolve the dispute within ten (7) days after referral of the dispute to them.

3.19.2 Should the PARTIES fail to resolve the dispute or difference within the aforesaid period or such longer period as the PARTIES may agree, such dispute shall be determined by arbitration in terms of the following:

3.19.2.1 Within 3 (three) days after the negotiations in paragraph 3.19.1. became deadlocked, Mogalakwena Local Municipality and SUPPLIER shall by negotiating in good faith, agree on an arbitrator, failing which either may refer the matter to Arbitration Board of South Africa for appointment.

3.19.2.2 The PARTIES shall within 14 (fourteen) days of the appointment of the arbitrator or such other period as the arbitrator considers reasonable, submit written representations to him. Thereafter the arbitrator shall give his determination in writing and furnish Mogalakwena Local Municipality and the SUPPLIER each with a copy thereof, provided that the arbitrator may, in his discretion, convene a hearing of the parties and their witnesses or accept further representations from the PARTIES, before giving his determination.

3.19.2.3 The cost of appointment of the arbitration, whatever the case may be shall be determined by the arbitrator hearing the dispute.

3.19.2.4 The appointment of an arbitrator shall be in no way prejudice the rights that either party have to institute legal proceedings in a competent Court of Law with jurisdiction over the subject matter.

3.20 TERMINATION

3.20.1 In the event that the GOODS AND SERVICES stipulated in the PURCHASE ORDER:

- not conform to the provisions of the order;
- be defective in any way;
- not be delivered by the stipulated date of performance

Mogalakwena Local Municipality shall be entitled to:

- cancel the order, either wholly or in part and claim any damages it may have suffered as a result thereof;
- demand that the rejected GOODS AND SERVICES be re-done at no cost to Mogalakwena Local Municipality .

3.20.2 Mogalakwena Local Municipality may in its sole and unfettered discretion, unless agreed to otherwise in writing, and at any time, with or without cause, terminate the agreement by written notice to SUPPLIER.

3.20.2.1 Unless otherwise agreed in writing such termination shall become effective 3 (three) business days after date on which SUPPLIER is notified in writing of the termination.

3.20.2.2 Should either of the parties fail to comply with the terms and conditions of this agreement and remain in default for 3 (three) days or any other period as agreed to by the parties after having been given notice to remedy the default, then the other party may cancel this agreement without further notice.

3.20.2.3 Should Mogalakwena Local Municipality , at any time, have reason to suspect that SUPPLIER is no longer capable (financially, technically or otherwise) of supplying the GOODS AND SERVICES, then may cancel the Mogalakwena Local Municipality s agreement in terms of 3.20.2.1

3.20.2.4 Cancellation in terms of 3.20.2.1 shall be without prejudice to the cancelling party's other rights.

3.20.2.5 If Mogalakwena Local Municipality cancels this agreement in terms of 3.20.2.1, it shall be entitled to retain all Monies due to SUPPLIER until such time as the WORK is completed.

3.20.3 Time is of the essence to the extent that it goes to the root of agreements be between Mogalakwena Local Municipality and SUPPLIER in respect of the delivery date of the GOODS AND SERVICES, and entitles Mogalakwena Local Municipality to cancel in terms of Clause 3.20.

3.21 CESSIONS

3.21.1 SUPPLIER shall not cede, assign, factorise or otherwise make over its right, or obligations, or any part or aspect thereof, in terms of any agreement with Mogalakwena Local Municipality, unless consented to in writing by Mogalakwena Local Municipality.

3.21.2 SUPPLIER shall in no way encumber its rights or obligations in terms of any agreement with Mogalakwena Local Municipality

3.21.3 Should the SUPPLIER be taken over, or should control of the SUPPLIER pass to anybody other than those disclosed to Mogalakwena Local Municipality, then Mogalakwena Local Municipality may at its discretion cancel the agreement without prior notice.

3.21.4 SUPPLIER shall immediately advise Mogalakwena Local Municipality, in writing, of any actual or proposed transfer of ownership, passing of or change of directors, partners or other stakeholders.

3.22 CONFIDENTIALITY

3.22.1 SUPPLIER hereby undertakes not to disclose, in whole or in part, any Confidential Information to anybody without the express prior written approval thereto by Mogalakwena Local Municipality.

3.22.2 The SUPPLIER shall restrict access to the Confidential Information only to a limited number of its employees, officers, agents or associates and directors ("representatives") who have a clear need to know the same for the purpose of this Contract.

3.22.3 The SUPPLIER shall be responsible for ensuring that all representatives are underwritten obligation of sufficient scope to obligate them to comply with the terms and conditions of this Contract.

3.22.4 The Confidential Information shall remain the property of Mogalakwena Local Municipality and Mogalakwena Local Municipality may demand the return thereof at any time upon giving written notice to the SUPPLIER. Within 30 days of receipt of such notice, the SUPPLIER shall return all of the original Confidential Information and shall destroy all copies and reproductions (including in electronic form) in its possession and in the possession of its representatives to whom it was disclosed pursuant to this Contract. The SUPPLIER may however retain one copy of the Confidential Information in its confidential legal files for the sole purpose of identifying and maintaining its obligations under this Contract.

- 3.22.5 Without derogating from the generality of the foregoing, SUPPLIER hereby binds itself not to do anything, directly or indirectly, which will or may prejudicially affect Mogalakwena Local Municipality position in the markets, local and international.
- 3.22.6 Each party shall, in respect of information received from the other, employ the same methods and endeavours to prevent such information becoming known to others as they do in respect of their own.
- 3.22.7 Should there be a breach of the provisions of clause 3.22.1, 3.22.2, 3.22.3, 3.22.4 or 3.22.6 of this CONTRACT, Mogalakwena Local Municipality shall, without limiting any other rights that it might have, be entitled to forthwith cancel any CONTRACT that it has with SUPPLIER.

3.23 TRANSPORT

- 3.23.1 SUPPLIER shall arrange transport in accordance with Mogalakwena Local Municipality's instructions which shall be obtained in good time before the transport is required; however Mogalakwena Local Municipality may elect to arrange transport.

3.24 FOREIGN CURRENCY

- 3.24.1 SUPPLIER shall arrange forward cover for foreign currency, in accordance with Mogalakwena Local Municipality's instructions, however Mogalakwena Local Municipality may elect to arrange forward cover for foreign currency.

3.25 JURISDICTION

- 3.25.1 The parties consent to the jurisdiction of the Magistrates Court in proceedings arising from the CONTRACT.
- 3.25.2 The above consent is without prejudice to the right of either of the parties to institute proceedings in any other South African court of competent jurisdiction, at will.

3.26 LABOUR RELATIONS

- 3.26.1 Mogalakwena Local Municipality practices labour relations in the spirit of its Mission.
- 3.26.3 SUPPLIER shall do nothing to the detriment of Mogalakwena Municipality's labour relations or which may prejudice harmonious labour relations on Mogalakwena Municipality's premises, regardless of whether Mogalakwena Municipality's labour or the labour of others are involved.
- 3.26.4 SUPPLIER shall not recruit personnel:
- 3.26.4.1 in the employ of Mogalakwena Local Municipality or any of its other SUPPLIERS/CONTRACTORS, or their SUB-CONTRACTORS, 3.26.4.2 anywhere on Mogalakwena Municipality's premises without Mogalakwena Local Municipality's consent which shall be obtained beforehand in writing.
- 3.26.5 Should SUPPLIER experience any labour disharmony which may have an impact on Mogalakwena Local Municipality's operation or SUPPLIER's supply of the GOODS AND SERVICES it shall immediately inform Mogalakwena Local Municipality thereof and keep it informed.

3.27 COMPLIANCE WITH LAW AND Mogalakwena Local Municipality`s RULES

3.27.1 SUPPLIER shall comply with the law.

3.27.2 Without limiting the generality of 3.26.1, SUPPLIER shall in particular comply with:

3.27.2.1 all laws relating to Security, Safety, Occupational Health and Environment;

3.27.2.2 MOGALAKWENA LOCAL MUNICIPAL SAFETY AND HEALTH REQUIREMENTS i.e.

1. Municipality maintains high standards with respect to Safety and Health.
2. SUPPLIER may enter areas which may be hazardous.
3. In order to maintain Safety Standards, SUPPLIER shall at all times fully comply with the provisions of the provisions of the Occupational Health and Safety Act 85 of 1993, as amended and all regulations published therewith.
4. No delivery SUPPLIER may enter the premises without a guide.
5. All hazardous materials must be delivered with Safety Data Sheets.
6. If any delivery must take place after hours, the standby person of the Plant or Standby from Procurement and Supply Management must guide the truck to the correct place.
7. After the delivery has been completed it is the responsibility of the guide to ensure that the truck is guided out to the Secondary area.

3.27.2.3 The latest revision of all Mogalakwena Municipal s rules and in particular those relating to Security, Safety, Occupational Health and Environment which SUPPLIER admits it is fully acquainted with,

3.27.2.4 The successful bidder would be required to submit a signed written agreement with Mogalakwena Local Municipality on occupational health and safety regulations in accordance with the provision of Section 37 (2) of the Occupational Health and Safety Act 85 of 1993.

3.27.3 SUPPLIER must acquaint itself with Mogalakwena Local Municipality`s Procurement Policy that is available on request.

3.28 NON-EXCLUSIVITY

Mogalakwena Local Municipality shall not in any way be precluded from contracting with any other party the supply of the GOODS AND SERVICES during performance of or after expiration of this agreement.

3.29 CONFLICT OF LAWS

The provision of this CONTRACT shall be governed by South African Law and the parties agree to the inclusive jurisdiction of South African courts.

3.30 PENALTY CLAUSE

3.30.1 Mogalakwena Local Municipality may deduct from the Contract Price of the GOODS AND SERVICES concerned an amount equal to 0.5% of outstanding purchase order value for each day beyond the specified delivery time.

3.30.2 In the event that the supplier fails to perform and the penalty clause is imposed for a period of more than four weeks, Mogalakwena Municipality shall terminate the agreement with immediate effect. The SUPPLIER shall not be entitled to claim for damages or for outstanding amount after the aforesaid termination.

3.30.3 Mogalakwena Local Municipality may in its sole and absolute discretion, obtain the GOODS AND SERVICES from other suppliers and provided that the failure to perform is not attributable to any of the circumstances set out in the vis major or casus fortuitous clause, Mogalakwena Local Municipality may recover from SUPPLIER any amount by which the price so paid exceeds of the Contract Price of the GOODS AND SERVICES concerned. The cost to Mogalakwena Municipality if any of collection of GOODS AND SERVICES shall be taken into account in determining the amount of any such excess.

PART 4: RETURNABLE DOCUMENTS

4.1 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Municipal Rates and Taxes (Not in arrears for more than 90 days)
- SHEQ Regulations
- Invitation to Bid (MDB 1)
- Declaration of Interest Form (MBD 4)
- Declaration for Procurement above R10 000 000 (MBD 5)
- Preference Claim Form (MBD 6.1)
- Declaration Certificate for Local Content (MDB 6.2)
- Declaration for Purchase of Goods (MBD 7.1)
- Declaration of Bidder's past SCM practices (MBD 8)
- Certificate of Independent Bid Determination (MBD 9)
- B-BBEE Certificate
- Valid Tax Clearance Certificate or SARS Pin
- Financial Statements for the past three years
- Central Supplier Database (CSD) Registration Report

4.2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Electricity, water and rates statement (latest) indicating the firm's good standing with the municipality that the bidders head office is located and it must not be in arrears for more than 90 days
- Audited annual financial statements for the past three years or since the company's establishment if established during the past three years, the bidder is required by law to prepare annual financial statements for auditing
- Particulars of any contracts awarded to the bidder by an organ of state during the past five years including particulars of any material non-compliance or dispute concerning the execution of such contract. ☐
- Delivery/lead times
- Company profile
- CIDB Registration particulars (CIDB Registration number) where applicable
- List of references
- Valid tax clearance certificate or SARS Pin
- Central Supplier Database (CSD) Registration Report

4.3. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

- Offer
- Firm Price Form (MBD 3.1)
- Signed contract document
- Suppliers signed bid document

AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY AND REGULATIONS REGARDING MANDATARIES

1. Background

The Occupational Health and Safety Act 85 of 1993 (OHS Act) (Republic of South Africa) schedules comprehensive requirements for employers such as contractors. The Construction Regulations lay down requirements with respect to clients and designers.

Clients shall, inter alia:

- prepare Health & Safety specification for the construction work
- appoint full-time competent employees in writing
- perform Risk Assessments
- develop a Health and Safety Plan
- train and involve employees on matters pertaining to Health and Safety

2. Purpose

To determine the procedure necessary for the implementation and management of all construction projects to be undertaken.

3. Objectives

- To comply with the provisions of OHS Act section 37(2) in implementing and maintaining an effective control system with regard to managing contractors within city power premises.
- implement and maintain an effective management system for each construction project
- minimize and or mitigate risks and hazards associated with construction activities
- develop a cost-effective program for both the contractor and principal contractor

4. References

- Occupational Health &, Safety Act 85 of 1993 (Construction Regulations)
- Compensation for Injuries and Diseases Act 130 of 1993
- Integrated ISO Management System
- SANS 16001:2013 (Wellness and Diseases Management System)
- Basic Conditions of Employment Act, 1983 (Act 3 of 1983)
- King III Code of Conduct

MOGALAKWENA LOCAL MUNICIPALITY

WRITTEN AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY AND REGULATIONS

In accordance with the provision of Section 37 (2) of the
Occupational Health and Safety Act 85 of 1993

AS ENTERED INTO BY AND BETWEEN

MOGALAKWENA LOCAL MUNICIPALITY
(Hereinafter referred to as “the Employer”)

AND

COMPANY

(Hereinafter referred to as “the Mandatory”)

WORKMAN’S COMPENSATION FUND
NUMBER

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

CONTRACT/ORDER NO.

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

PART “A”

GENERAL RULES FOR PROMOTING THE HEALTH, SAFETY AND DISCIPLINE OF CONTRACTORS

1. DEFINITIONS

In these rules, unless inconsistent with the context, the following words of expression shall be interpreted to have the following meaning:

1.1 Act

The Occupational Health and Safety Act 85 of 1993

1.2 Mogalakwena Local Municipality controlled area

The Mogalakwena Local Municipality Loss Control department controls entry to the area of Mogalakwena works in Mogalakwena Local Municipality including all the areas within the works perimeter security fence.

1.4 Mogalakwena Local Municipality premises

The whole of Mogalakwena Municipal control area, together with all other buildings, land, etc. which are owned, rented or leased by Mogalakwena Municipality or which in any other way fall under the authority of Mogalakwena Local Municipality in Mokopane area.

1.5 Risk area

An area with a probability that a hazard can result in injury to persons or damage

1.6 Competent person

A person who complies with the definition in the regulations of the Act.

1.7 Authorized person

A competent person employed, appointed and authorized by Mogalakwena Municipality to perform specific task, operation or duty.

1.8 Mogalakwena Local Municipality authorized person

The authorized Mogalakwena Municipal official appointed to represent Mogalakwena Local Municipality in all matters relating to a particular contractor, sub-contractor or contract works. For matters concerning construction and erection work on Mogalakwena Local Municipality premises, Mogalakwena Municipality's authorized representative shall be either:

- a. the area manager, team leader, maintenance manager or his/her nominated representative; or
- b. the manager concerned, or his/her nominated representative as indicated to the Contractor in writing at the time of, or subsequent to, the placing of the contract or order, or as indicated to the Contractor's head representative in writing at the time of or subsequent to, his/her appointment.

1.9 Contractor

Any company, business, firm or individual who has a contract or agreement with or an order from Mogalakwena Local Municipality to carry out work or to perform any task or operation for Mogalakwena Local Municipality to carry out work or to perform any task or operation for Mogalakwena Local Municipality or on Mogalakwena Municipal premises.

Where appropriate to the context, the word contractor shall be understood to include sub-contractor.

1.10 Sub-contractor

Any company, business, firm or partnership or individual who has a contract or agreement with or an order from a contractor to carry out work or to perform any task or operation for the contractor to carry out work or to perform any task or operation for the contractor or on Mogalakwena Municipal premises.

1.11 Contract Works

The materials, plant and equipment to be supplied, work to be done and tasks and operations to be performed under terms of a contractor's contract or order from agreement with Mogalakwena Local Municipality or a subcontractor's contract or order from or agreement with a contractor.

1.12 Contractor's head representative

The competent person appointed as a Managing Director, in terms of the Act and as the contractor's head representative and responsible person for the contract works.

1.13 Contractor's employees

Includes any of the following:

- a. any person employed by the contractor or a sub-contractor, including the contractor's head representative.
- b. any person, other than an employee of Mogalakwena Local Municipality, who carries out work or performs any task on Mogalakwena Local Municipal premises for or on behalf of the contractor or any sub-contractor.
- c. any principal, partner, shareholder, director, consultant, executive, manager, staff member or employee of the contractor or any sub-contractor or any contractor's employee, for any reason whatsoever.

1.14 Site or construction site

Includes the following:

- a. the buildings, ground or any other place on Mogalakwena Local Municipal premises, in which or over or under which the contract works are to be executed.
- b. any off-loading, stacking or storage areas, yards, workshops, offices, permanent or temporary buildings or other areas erected by, occupied by or allocated to the contractor or sub-contractor for the purpose of carrying out any contract works.

1.15 Regulation

Refers to any rule in these "General Rules" aimed at improving health, safety and discipline of contractors and/or sub-contractors.

1.16 Rule

Refers to any rule in these "General Rules" aimed at improving health, safety and discipline of contractors and/or sub-contractors.

1.17 Gender, singular and plural

Where consistent with the text, any word in these rules implying the masculine gender shall be interpreted as including the feminine gender and vice-versa.

Similarly, any word implying the singular shall be interpreted as including the plural and vice-versa.

2. APPLICABLE LEGISLATION

- 2.1 Mogalakwena Local Municipality premises (offices and depots) are defined as factory, in terms of the Act. Therefore, whilst contractors or sub-contractors or contractor`s employees are on Mogalakwena Local Municipality premises, they shall adhere strictly to the requirements of this Act and associated regulations.
- 2.2 In addition to Mogalakwena Local Municipal `s general conditions of contract and the requirements of the Act, these rules are issued in accordance with duties allocated to the Managing Director, as appointed in terms of the Act to draw attention to certain regulations and requirements of the said Act, together with other requirements necessary for safety, health and proper discipline on Mogalakwena Local Municipality premises.
- 2.3 Apart from the Act and Regulations and special instructions issued by the chief inspector, these rules and instructions may be amended, substituted or deleted by authorized Mogalakwena Local Municipal officials as and when circumstances and conditions require, in the interest of health and safety and in provision for proper discipline.
- 2.4 The contractor shall comply with the requirements of the OHS Act and other relevant statutes; Code of Practices; Policies; Standards and Guidelines and Protocols.

3. ENTERING AND WORKING IN RISK AREAS

3.1 Medical Certificate of fitness

The contractor shall, in compliance with the Act, be responsible for the medical examination of his/her employees and shall provide Mogalakwena Local Municipal with written proof that medical examination of his/her employees engaged on the site has been done and that the necessary certificates of fitness have been obtained. These medical examinations shall be conducted before the employee will be allowed to commence working on Mogalakwena Local Municipal sites. The Wellness department (Mogalakwena Local Municipal) can conduct the examinations at a prescribed fee payable by the contractor.

3.2 Hazard Identification and Risk Assessment

Prior to contract work commencing on site, the contractor together with Mogalakwena Local Municipal project team shall conduct HIRA`s related to the specific task to be performed. A HIRA shall be completed before the start of commissioning.

3.3 Safe Work Procedures

The contractor shall prepare written safe work procedures for all tasks to be performed.

3.4 Safety Induction Course

All the contractor`s employees shall attend a safety induction course presented by Mogalakwena Local Municipal before commencing work on site

3.4 Protection Services (Loss Control)

Mogalakwena Local Municipal Loss Control is responsible for the security of and controls the movement of persons on Mogalakwena Local Municipal premises. In terms of the Control of Access to Public Premises and Vehicles Act, Act No 53 of 1985, security officers have the authority to arrest, search and question any person without a warrant.

It is expected that the contractor`s representative and all contractors employees will give full co-operation to the security officers in the execution of their duties

PART “B”

AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY AND REGULATIONS REGARDING MANDATARIES

1. General

The Mandatory and Mogalakwena Local Municipal are individual employers, each in its own right, with duties and obligations prescribed by the Occupational Health and Safety Act 85 of 1993 and Regulations.

The Mandatory accepts, in terms of the general conditions of the contract and in terms of the Act, his/her obligations as an Employer in respect of all persons in his/her employ, other persons on the premises or on the site or place of work to be executed by him/her and under his/her control. S/He shall, before commencement with the execution of the contract work, comply with the procedures stipulated in the Act, and shall implement and maintain a Health and Safety Policy and Programme on the Site and Work for the duration of the contract.

Mogalakwena Local Municipal accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Mandatory and his/her responsible person shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of work.

2. Special Permits

Where special permits are required before work may be carried out such as for work, isolation permits, work permits and occupations, the Mandatory shall apply to Mogalakwena Local Municipal Representative or the relevant external Authority for such permit to be issued. The Mandatory shall comply with the conditions and requirements pertaining to the issue of such permits.

3. Health and Safety Programme

The Mandatory shall, with his/her tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him/her to ensure compliance by him/her with the Act and Regulations and particularly in respect of :-

- (i) the provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health and safety of his/her employees and sub-contractors in terms of section 8 of the OHS Act.
- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the OHS Act that persons other than those in the Mandatory's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety.
- (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the OHS Act that no employee or sub-contractor of the Mandatory does or omits to do any act which could be an offence for the Mandatory to do or omit to do.

3.2 The Mandatory's Health and Safety Programme shall be based on a Risk Analysis in respect of the hazards to health and safety of his/her employees and other persons under his/her control, that are associated with or directly affected by the Mandatory's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

3.2.1 The Health and Safety Programme shall include full particulars in respect of:

3.2.1.1 Reporting

The Mandatory and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 (OHS Act) shall report to the Regional Manager and/or representative designated by the Employer prior to commencing the work at the premises.

3.2.1.2 Compliance

- (i) In terms of this agreement the Mandatory warrants that s/he agrees the arrangements and procedures as prescribed by Mogalakwena Local Municipal and as provided for in terms of Section 37 (2) of OHS Act for the purposes of compliance thereto.
- (ii) The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.
- (iii) The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by him or her

- (iv) The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the premises of Mogalakwena Local Municipal
- (v) City Power may terminate this agreement with immediate effect on written notice to the contractor in the event that the mandatory fails to comply with the signed agreement. This may further lead to liquidation, judgement etc.

3.2.1.3 Mandatory

The Mandatory shall be deemed to be an employer in his own right while on the premises of Mogalakwena Local Municipal. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his nominated Managing Director.

3.2.1.4 Appointments and training

The Mandatory shall appoint competent persons as per Section 16 (2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Safety, Health and Environmental Risk (SHEQ) Manager's office.

The Mandatory shall further ensure that all his/her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his/her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Notwithstanding the provision of the above, the Mandatory shall ensure that the appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions thereof.

3.2.1.5 Supervision, disciplinary and reporting

The Mandatory shall ensure that all work performed on Mogalakwena Local Municipal premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his/her employees regarding non-compliance by such employee with any health and safety matters.

The Mandatory shall further ensure that his/her employees report to him/her all unsafe or unhealthy work situations immediately after they become aware of the same and that he/she in turn immediately reports these to Mogalakwena Local Municipal representative.

3.2.1.6 Access to the OHS Act

The Mandatory shall ensure that he/she has an updated copy of the OHS Act on site at all times and that this is accessible to his/her appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his/her appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

3.2.1.7 Co-operation

The Mandatory and/or his/her responsible persons and employees shall provide full co-operation and information if and when Mogalakwena Local Municipal or a representative inquiries into occupational health and safety issues concerning the Mandatory. It is hereby recorded that Mogalakwena Local Municipal or a representative shall at all times be entitled to make such inquiry.

Without derogating from the generality of the above, the Mandatory and his/her responsible person/s shall make available to Mogalakwena Local Municipal or a representative/s, on request, all and any checklists and inspection register/s required to be kept by him/her in respect of any of his/her materials, machinery or equipment.

3.2.1.8 Work procedures

The Mandatory shall be entitled to utilize the procedures, guidelines and other documentation as used by Mogalakwena Local Municipal for the purposes of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his/her responsible persons and employees are familiar with and utilize the documents.

The Mandatory shall implement safe work practices as prescribed by Mogalakwena Local Municipal and shall ensure that his/her responsible persons and employees are made conversant with and adhere to such Safe Work Practices.

The Mandatory shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.

3.2.1.9 Health and safety meetings

If required in terms of the OHS Act, the Mandatory shall establish his/her own health and safety committee(s) and ensure that his/her employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months. Mogalakwena Local Municipal may elect to permit the Mandatory's health and safety representatives to attend Mogalakwena Local Municipal's health and safety committee meetings.

3.2.1.10 Compensation registration

The Mandatory shall ensure that he/she has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COID Act), and that all payments owing to the Commissioner are discharged.

The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises

3.2.1.11 Medical Examinations

The Mandatory shall ensure that all his/her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

3.2.1.12 Incident Reporting and Investigation

All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labour and to Mogalakwena Local Municipal. Mogalakwena Local Municipal shall further be provided with copies of any written documentation relating to any incident. Mogalakwena Local Municipal retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS Act into such incident.

3.2.1.13 Subcontractors

The Mandatory shall notify Mogalakwena Local Municipal or a representative of any subcontractor he/she may wish to perform work on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor commencing with the work.

Without derogating from the generality of this paragraph:

- [a] The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on Mogalakwena Local Municipal premises.
- [b] The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline, as described under the section Supervision, discipline and reporting.
- [c] The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention.
- [d] The Mandatory shall inform Mogalakwena Local Municipality or a representative of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on Mogalakwena Local Municipal premises.

3.2.1.14 Security and Access

The Mandatory and his/her employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by Mogalakwena Local Municipal. The Mandatory shall ensure that employees observe the security rules of Mogalakwena Local Municipality at all times and shall not permit any person who is not directly associated with the work from entering the premises.

The Mandatory and his/her employees shall not enter any area of the premises that is not directly associated with the work.

The Mandatory shall ensure that all materials, machinery or equipment brought by him/her onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

3.2.1.15 Fire Precautions and Facilities

The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

The Mandatory shall further ensure that all his/her employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

3.2.1.16 Hygiene and Cleanliness

The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

3.2.1.17 Nuisance

The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

3.2.1.18 Intoxication

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

3.2.1.19 Personal Protective Equipment

NB: Non-conformance to the PPE Policy and any instruction regarding the use of PPE is regarded as a serious and dismissible misconduct.

The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act, Construction Regulation Sec.4)e) & (h) and the approved Mogalakwena Local Municipality PPE Policy. The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them all material times.

The Mandatory shall supply his/her employees with the necessary safety clothing and equipment as required by the areas worked in, which includes amongst others:

o Hard hats o Safety shoes o Eye protection o Respirators o Safety gloves o Hearing protection o Overalls (fire/acid resistant) o Safety harness and any other appropriate PPE relevant to the scope of the activity.

The Mandatory shall ensure that the equipment is maintained in a good condition. In the event of the Mandatory committing a breach of this agreement and failing to remedy such breach within seven (07) days of receiving a Non-Conformance Notice from Mogalakwena Local Municipal to remedy such breach, Mogalakwena Local Municipal shall be entitled to terminate the contract with immediate effect.

3.2.1.20 Plant, Machinery and Equipment

The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which they intended, and that it/they complies/comply, with the requirements of Section 10 of the OHS Act.

In accordance with provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

3.2.1.21 Usage of the Employer's Equipment

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

3.2.1.22 Transport

The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving

licenses and no vehicle shall carry passengers unless it is specifically designated to do so. All drivers shall adhere to the speed limits and road signs on the premises at all time.

In the event that any hazardous substances are to be transported on premises, the Mandatory shall ensure that the requirements of then Regulations for Hazardous Chemical Substances (OHS Act 85 of 1993) are complied with at all times.

3.2.1.23 Clarification

In the event that the Mandatory requires clarification of any of the terms of provisions of this agreement, he should contact the Safety Health and Environmental Risk Department.

3.2.1.24 Duration of Agreement

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's workmen are present on the Employer's premises.

3.2.1.25 Headings

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

In the event of the Mandatory committing a breach of this agreement Mogalakwena Local Municipal shall be entitled to suspend and or terminate the Contract with immediate effect as per 11.2.1.2 (v)(Compliance).

Signatories

Thus done and signed at _____ on

_____ for and
on behalf of the Employer

_____ for and
on behalf of the Mandatory

Witnesses:

1. _____

2. _____

INDEMNITY CLAUSE

I/We the undersigned do hereby indemnify and hold harmless Mogalakwena Local Municipal in respect of all loss, damage or injury that may be caused to any premises or to any person or animal by reason of the performance of this contract.

I/We, further indemnify Mogalakwena Local Municipal in respect of all legal and other expenses that may be incurred by Mogalakwena Local Municipal in examining, resisting or settling any claims which may be made by the third party in respect of any damage, injury or loss that may in any way be occasioned by work necessary in terms of the contract.

BUSINESS NAME AND ADDRESS

NAME OF PERSON AUTHORISED

TO SIGN THIS BID

(Block Letters)

SIGNATURE

WITNESSES (Block Letters)

(1) _____

(2) _____

Telephone _____

Facsimile _____

DECLARATION OF INTEREST FORM

1. No bid will be accepted from persons in the service of the state ☐.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state ☐ YES / NO

3.6.1 If so, furnish particulars.

.....

.....

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

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

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

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

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999

(Act No.1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

3.7.1 If so, furnish particulars.

.....

.....

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

3.8.1 If so, furnish particulars.

.....

.....

3.9 Are you, aware of any relationship (family, friend, other) YES / NO

the between a bidder and any persons in the service of
or state who may be involved with the evaluation and
adjudication of this bid?

3.9.1 If so, furnish particulars

.....

.....

3.10 Are any of the company's directors, managers, principal YES / NO
shareholders or stakeholders in service of the state?

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, YES
/ NO managers, principal shareholders or stakeholders in service of the state?

3.11.1 If so, furnish particulars.

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

.....

.....

Signature

.....

Date

.....

.....

Position

Name of

Bidder

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

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

- 1 Are you by law required to prepare annual financial statements for auditing?
 - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
 - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 2.2 If yes, provide particulars. *YES / NO

.....

.....

.....

.....
- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?
 - 3.1 If yes, provide particulars. *YES / NO

.....

.....

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

4.1 If yes, provide particulars. *YES / NO

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

☐ Pt ☐ Pmin ☐
 Ps ☐ 80 ☐ 1 ☐ _____ ☐ or Ps ☐ 90 ☐ 1 ☐ _____ ☐
☐ Pmin ☐ ☐ Pmin ☐

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....% ii) The name of the sub-contractor..... iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE (Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

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

1. General Conditions

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

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

Where x is the imported content in Rand y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

2. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

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

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

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem 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>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS
 DECLARATION FORM TRUE AND CORRECT.

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PART 5: SCOPE OF WORK

1. EVALUATION CRITERIA
2. PRICING SCHEDULE
3. (SEE ATTACHED SPECIFICATIONS: CP_TSSTAN_063)

5.1: EVALUATION CRITERIA

Bid Description: REFURBISHMENT & MAINTENANCE OF ALL POWER TRANSFORMERS

THIS IS A QUALITY BASED EVALUATION WHEREBY THE TOP THREE SERVICE PROVIDERS WILL BE APPOINTED TO FORM PART OF THE POOL.

	Evaluation Criteria	Scoring		Weighting
1.	<p>Workshop that will cater for transformers from 5MVA – 315MVA (Attach signed Lease Agreement (Intent to lease) or Certified proof of ownership)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Overhead Crane (Minimum capacity of 10 Tons to Maximum of 100 Tons) <input type="checkbox"/> Oil Filtration & Degassing Plant <input type="checkbox"/> Assembly Bay <input type="checkbox"/> Test Bay (Fixed or Mobile) <input type="checkbox"/> Oil Storage Tanks <input type="checkbox"/> Oil Regeneration Plant <input type="checkbox"/> Drying out Oven <p>(Crane certificate and pictures for the workshop)</p>	FAILURE TO SUBMIT ALL OF THE MENTIONED ITEMS, WILL LEAD TO A COMPANY SCORING ZERO		20
2.	<p>Mobile Onsite Equipment (Attach signed Lease Agreement (intent to lease) or Certified proof of ownership)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Mobile Oil Regeneration Plant <input type="checkbox"/> Mobile Oil Filtration & Degassing Plant <input type="checkbox"/> Mobile Oil Storage <input type="checkbox"/> Mobile Crane 	FAILURE TO SUBMIT ALL OF THE MENTIONED ITEMS, WILL LEAD TO A COMPANY SCORING ZERO		25
3.	<p>Company Experience: minimum of 3 years' on similar scope detailing experience in the refurbishment & maintenance of power transformers. (Attach signed reference letters on client's letter heads with contactable details eg. appointment letters or purchase orders will be accepted)</p>	<p>3 Years</p> <p>2 Years</p> <p>1 Year</p>	<p>10 POINTS</p> <p>5 POINTS</p> <p>2 POINTS</p>	10

4.	Transportation: <ul style="list-style-type: none"> <input type="checkbox"/> Provide proof of Low-bed Truck (Attach proof of ownership or lease agreement or intent to lease) <input type="checkbox"/> Provide proof of Oil Tanker with minimum 10 000 litres (Attach proof of ownership or lease agreement or intent to lease) Provide Pictures 	2 VEHICLES 1 VEHICLE	10 POINTS 5 POINTS	10
5.	Provide the following valid ISO Certificates: <ul style="list-style-type: none"> • ISO 9001 Accredited • ISO 14001 Accredited If You have both ISO With Accreditation (25) Has Both ISO with Non -Accreditation (5) One ISO with Accreditation =(10)			25
6.	Team Composition (minimum of 1 field team) – Attach proof of certified qualifications & CV’s: <ul style="list-style-type: none"> <input type="checkbox"/> Crane Operator – Certificate <input type="checkbox"/> Rigger – Trade Test Certificate <input type="checkbox"/> Electrician – Trade Test Certificate <input type="checkbox"/> Test Technician – National Diploma <input type="checkbox"/> SHEQ Officer – Certificate <input type="checkbox"/> Fitter – Trade Test Certificate 	FAILURE TO SUBMIT ALL OF THE MENTIONED RESOURCES, WILL LEAD TO A COMPANY SCORING ZERO		10
TOTAL			100	

NOTE: 1. SITE INSPECTION MIGHT BE CONDUCTED.

2. A BIDDER THAT FAILS TO SHOW ALL WORKSHOP & MOBILE ONSITE EQUIPMENT, WILL AUTOMATICALLY REDUCE THE SCORE UNDER ITEM 1 & 2 ABOVE.

5.2: PRICING SCHEDULE

ANNEXURE “D” PHASE 1: WORKSHOP TRANSFORMER ASSESSMENT

		PHASE 1 : Workshop Transformer Assessment					
Item	Short Description	Long Description	Unit	Qty	Supply Rate	Labour Rate	Total item cost
1		Site Establishment					
1.1.1	total Site Establishment	Establish site according to sub – clause 4.7.1	sum	1			
1.1.2	Rent 44ft container _Site Est	Rent 44 ft container Establish site	sum	1			
1.1.3	Port 20sm office Site Est	portable Office 4m x5m Establish site	sum	1			
1.1.4	Port Toilet _ site Est	Portable flushable toilet	sum	1			
2		Transport and Rigging					
2.1.1	Hydraulic_crn_0-40T	Hydraulic crane hire 0 - 40 tons	each	1			
2.1.2	Hydraulic_crn_41-60T	Hydraulic crane hire 41 - 60 tons	each	1			
2.1.3	Hydraulic_crn_61-80T	Hydraulic crane hire 61 - 80 tons	each	1			
2.1.4	Hydraulic_crn_81-100T	Hydraulic crane hire 81 - 100 tons	each	1			
2.1.5	Hydraulic_crn_50T_boom_40m	Hydraulic crane truck 50 ton with boom reaching 40 metres.	each	1			
2.1.6	Hydraulic_crn_100-160T_boom_50m	Hydraulic crane truck 100 - 160 ton with boom reaching 50 metres.	each	1			
2.1.7	Hydraulic_crn_161-300T_boom_50m	Hydraulic crane truck 160 - 300 ton with boom reaching 50 metres.	each	1			

		PHASE 1 : Workshop Transformer Assessment						
Item	Short Description	Long Description	Unit	Qty	Supply Rate	Labour Rate	Total item cost	
2		Transport and Rigging						
2.2.1	Rig_0-40T_crane	Rigging of transformer on and Off the Low-bed 0-40 tons using a crane	each	1				
2.2.2	Rig_0-40T_jack	Rigging of transformer on and Off the Low-bed 0-40 tons using jacking system	each	1				
2.2.3	Rig_41-60T_crane	Rigging of transformer on and Off the Low-bed 4160 tons using a crane	each	1				
2.2.4	Rig_41-60T_jack	Rigging of transformer on and Off the Low-bed 4160 tons using jacking system	each	1				
2.2.5	Rig_61-80T_crane	Rigging of transformer on and Off the Low-bed 6180 tons using a crane	each	1				
2.2.6	Rig_61-80T_jack	Rigging of transformer on and Off the Low-bed 6180 tons using jacking system	each	1				
2.2.7	Rig_81-100T_crane	Rigging of transformer on and Off the Low-bed 81100 tons using a crane	each	1				
2.2.8	Rem_80 – 100T_jack	Rigging of transformer on and Off the Low-bed 81100 tons using jacking system	each	1				
2.3.1	Transp_TFR_(per KM)	Transport of transformer to workshop (per km)	km	1				

		PHASE 1 : Workshop Transformer Assessment						
Item	Short Description	Long Description	Unit	Qty	Supply Rate	Labour Rate	Total item cost	
3		Inspections and Analysis - Active Part						
3.1.1	Unt_act_parts_assess	Untank active parts and assess	each	1				
3.1.2	Cond_prelim test_act_part	Conduct preliminary test on transformer active parts	each	1				
3.1.3	Cond_oil&DGA	Conduct oil and gas analysis	each	1				
3.1.4	Cond_fur_ana	Conduct furanic analysis	each	1				
3.1.5	Cond_paper_ana	Conduct physical paper analysis	each	1				
3.2.0		Inspections and Analysis - Tank						
3.2.1	Insp_tank	Inspect tank	each	1				
3.2.2	Insp_mot&cooler	Inspect all motors and coolers	each	1				
3.2.3	Insp_pres_relief_dev	Inspect all pressure relief devices	each	1				
3.2.4	Insp_conserv	Inspect conservator	each	1				
3.2.5	Inspec_valv&pipe	Inspect all valves and piping	each	1				
3.2.6	Inspec_rad_fins	Inspect all radiator fins	each	1				

		PHASE 1 : Workshop Transformer Assessment						
Item	Short Description	Long Description	Unit	Qty	Supply Rate	Labour Rate	Total item cost	
4		Bushings						
4.1	Prelim_test_bush	Conduct preliminary tests on all bushings. For condenser type bushings, Tan Delta/Partial Discharge test are required (issue test certificate)	each	1				
4.2	oil &DGA_bush	Take oil samples from bushings and have them analysed (with supervision from Mogalakwena Local Municipality)	each	1				
4.3	Inspec_bush	Drain oil, dismantle and inspect all the bushings	each	1				
5		On-load tap changer (Box-type)						
5.1	Ope_fro cov_insp	Open front cover and inspect the defects	each	1				
5.2	Rem_epo_board_insp_defec	Remove all contact epoxy boards and inspect for cracks or any other defects	each	1				
5.3	Rem_bar_board_insp_defec	Remove barrier boards and inspects for cracks and effects	each	1				
5.4	Insp_relay_defec	Inspect pressure relays for defects and check settings	each	1				
5.5	Insp_mechdriv_defec	Inspect mechanical drive mechanism for defects	each	1				
5.6	Rec_res_val	Record transitional resistor value and compare with the name plate information where applicable	each	1				
5.7	Insp_cont_defec	Inspect all contacts and shafts for wear and defects	each	1				

		PHASE 1 : Workshop Transformer Assessment						
Item	Short Description	Long Description	Unit	Qty	Supply Rate	Labour Rate	Total item cost	
6.0		On-load tap changer (Cylinder-type)						
6.1	Ope_divert_switc	Open and drain oil from the diverter switch	each	1				
6.2	Dism_untank_switc	Dismantle and untank the diverter switch	each	1				
6.3	Insp_test_divert_switc	Inspect and test diverter switch	each	1				
6.4	Test_divert_leaks	Test the diverter tube for leaks	each	1				
7		Reporting						
7.1	Supp_report_	Supply full detailed report and recommendations	each	1				
7.2	Scrap_Cu_saving	Scrap copper price must be provided and indicated as a savings on all quotations	each	1				
		TOTAL						

ANNEXURE “D” PHASE 3: Workshop Transformer Repairs/Refurbishment

PHASE 3 : Workshop Transformer Repairs/Refurbishment							
Item	Short Description	Long Description	Unit	Qty	Supply Rate	Labour Rate	Total item cost
1.0		Site Establishment					
1.1.1	Security	Allow for the storage and safe keeping of all materials and equipment including the provision of insurances as stipulated in the Conditions of Contract. Allow for 24 hour security for the duration of the contract.	sum	1			
1.1.2	As built drawings and manuals	Allow for marking-up a full set of drawings to show the exact positions of cables, transformer earthing etc. These "As Built" drawings must be handed to the engineer at commissioning of the equipment. Also all maintenance manuals, including all technical literature, test certificates and wiring diagrams as per specification.	sum	1			
1.1.3	Training	Allow for training for Mogalakwena Local Municipal staff during installation and commissioning of complete installation.		1			
1.2	Additional Items	Any additional item(s), not shown in the schedules that the tenderer considers essential and wish to detail and price. (Provide full details)	month	1			
1.3	Additional Item a		month	1			
1.4	Additional Item b		sum	1			

PHASE 3 : Workshop Transformer Repairs/Refurbishment							
Item	Short Description	Long Description	Unit	Qty	Supply Rate	Labour Rate	Total item cost
2.1	Onsite maintenance/service/repairs (work to be done)						
2.1.1	Onsite_Risk_assessment	Onsite risk and condition assessment	Each	1			
2.1.2	Hi_pressure_wash	High pressure wash the transformer to remove all oil and dirt from the transformer as well as the plinth	Each	1			
2.1.3	Regasket_main_tank	Re-gasketing of main tank	Each	1			
2.1.4	Regasket_bushings	Re-gasketing of bushings	Each	1			
2.1.5	Remove_install_new_bushings	Remove and Install new bushings where required	Each	1			
2.1.6	Regasket_tapchanger_chamber	Re-gasketing of tap changer chamber	Each	1			
2.1.7	Serve_tapchanger	Tap changer service/maintenance	Each	1			
2.1.8	oil_purification	Oil purification [regeneration],	Each	1			
2.1.9	Oil_top_up	Oil drainage and top up	Each	1			
2.1.10	Inspect_service_radiator_fins	Radiator fins inspection and maintenance	Each	1			
2.1.11	Inspect_service_breather	Dehydrating Breather Maintenance/Service	Each	1			
2.1.12	Change_silica_gel	Changing of Silica Gel Dessicant	Each	1			

Phase 2: Workshop Transformer Repairs/Refurbishment							
Item	Short Description	Long Description	Unit	Qty	Material	Labour	Total
2,00	Active parts						
2,10	Dismantle_yoke_remove_windings	Dismantle yoke and remove faulty windings	Each	1			
2,20	check_clean_core	Check , clean and overhaul core	Each	1			
2,30	Renew_core_bolt_clamp_inspect	Renew core bolt and clamp insulation as required	Each	1			
2,40	Strip_rewind_coils_copper_purity99.9%	Strip and rewind coils using copper with a purity of 99.9% or better	Each	1			
2,50	Conduct_prelim_test	Conduct preliminary test on new coils	Each	1			
2,60	Pre _press_windings	Pre press winding(s) to specification	Each	1			
2,70	Reassemble_drycore_windings	Reassemble and dry core and windings	Each	1			
2,80	Conduct_ratio_test_resistance	Conduct pre-test to ensure correct ratios and resistances	Each	1			
2,90	Fit _tape_harness_dryout	Fit and tape harnessing for final dry-out	Each	1			

Phase 2: Workshop Transformer Repairs/Refurbishment							
Item	Short Description	Long Description	Unit	Qty	Material	Labour	Total
3,00	Tank and parts						
3,10	Drain_oil_inspec_tank	Drain oil from tank and clean and inspect tank.	Each	1			
3,20	Overhaul_regasket_tank_parts	Overhaul and re-gasket tank and parts (valves, pumps, inspection plate, coolers etc.)	Each	1			
3,30	Overhaul_pressure_test_coolers	Overhaul and pressure test all coolers (issue test certificate)	Each	1			
3,40	Overhaul_cooling_motor_fans	Overhaul cooling motors and fans (issue test certificate)	Each	1			
3,50	Overhaul_test_fit_bucholz	Overhaul, test and fit Buchholz relay (issue test certificate)	Each	1			
3,60	Service_pressure_relief_device	Service all pressure devices, supply and fit new micro switches to all of them (issue test certificate)	Each	1			
3,70	Inspect_clean_associated_cables	Inspect, clean and test all associated cable work	Each	1			
3,80	Overhaul_regasket_replace_seals_conservator	Overhaul, re-gasket and replace all seals on conservator gauges and conservator tank	Each	1			
3,90	chec_serv_conserv_bag	Check and service conservator bag	Each	1			

Phase 2: Workshop Transformer Repairs/Refurbishment							
Item	Short Description	Long Description	Unit	Qty	Material	Labour	Total Total
4,00		Bushings					
4,10	Conduct_prelim_test_bushings_certificate	Conduct preliminary tests on all bushings. For condenser type bushings, Tan Delta/Partial Discharge test are required (issue test certificate)	Each	1			
4,20	Draw_oil_sample_analyse	Draw oil samples from bushings and have them analysed (with supervision from City Power)	Each	1			
4,30	Replace_seals_gaskets_clean_porcelain	Replace seals and gaskets and clean porcelain shells	Each	1			
4,40	assemble_fill_oil	Assemble and fill with oil where applicable	Each	1			
4,50	Final_test_bushings_certificate	Final test the bushings (issue test certificate)	Each	1			
5,00		On-load tap changer (Box-type)					
5,10	Open_front_cover_inspect	Open front cover and inspect the defects	Each	1			
5,20	Remove_boards_inspect	Remove all contact epoxy boards and inspect for cracks or any other defects	Each	1			
5,30	Remove_barrier_inspect	Remove barrier boards and inspects for cracks and effects	Each	1			
5,40	Inspect_relays_settings	Inspect pressure relays for defects and check settings	Each	1			
5,50	Inspect_mech_drive shaft	Inspect mechanical drive mechanism for defects	Each	1			

5,60	Record_resistor_values_compare	Record transitional resistor value and compare with the name plate information where applicable	Each	1			
5,70	Inspect_contacts_defects	Inspect all contacts and shafts for wear and defects	Each	1			
5,80	Repair_replace_tap changer	Repair/replace tap changer contacts where necessary	Each	1			

.Phase 2: Workshop Transformer Repairs/Refurbishment							
Item	Short Description	Long Description	Unit	Qty	Material	Labour	Total
6,00	On-load tap changer (Cylinder-type)						
6,10	Open_drain_divert_switch	Open and drain oil from the diverter switch	Each	1			
6,20	Dismante_Detank_divert_switch	Dismantle and Detank the diverter switch	Each	1			
6,30	Inspect_test_overhaul_divert_switch	Inspect, test and overhaul diverter switch	Each	1			
6,40	Replace_faulty_parts	Replace all faulty parts	Each	1			
6,50	Test_divert_tubes_leaks	Test the diverter tube for leaks	Each	1			
6,70	Asse_and_the_part	Assemble and re-tank diverter switch for final reconnection to the active parts	Each	1			
7,00		Auxiliaries					
7,10	Supply_new_silica_gel_breather	Supply new silica gel breather where applicable	Each	1			
7,20	Check_replace_pressure_relief_device	Check and replace pressure relief devices	Each	1			
7,30	Check_Service_DryKeep	Check and service Dry-Keep unit where required	Each	1			
7,40	Check_Test_protection_indicators	Check and test transformer protection indicators	Each	1			

Phase 2: Workshop Transformer Repairs/Refurbishment							
Item	Short Description	Long Description	Unit	Qty	Material	Labour	Total
8,00	Final Assembly						
8,10	Check_tighten_active parts	Check and tighten all parts of the active parts and final tank	Each	1			
8,20	Draw_vacuum	Draw vacuum	Each	1			
8,30	Break_vacuum_test	Break the vacuum and test fit all parts {bushings. tap changer (box type) and ancilliary parts}	Each	1			
8,40	Draw_vacuum_fill_oil	Draw vacuum and fill transformer with oil	Each	1			
9,00	Test transformer as per SANS 60076 (part 1,2,3,4,5 and 10) included tests are as follows:						
9,10	elec_tests_performed	Electrical Tests to be performed					
	a) Ind_over_volt	a) Induced over voltage	Each	1			
	b) Separate_potential	b) Separate source over potential	Each	1			
	c) No-load	c) No-load	Each	1			
	d) Loadloss_impedance voltage	d) Load losses and impedance voltage	Each	1			
	e) Noload_loss	e) No load loss [Copper and Iron losses]	Each	1			
	f) Cellulose_moisture_content	f) Cellulose moisture content	Each	1			

	g) Insulation_resistance	g) Insulation resistance	Each	1			
	h) Winding_resistance	h) Winding resistance	Each	1			

9,00	Test transformer as per SANS 60076 (part 1,2,3,4,5 and 10) included tests are as follows:						
Item	Short Description	Long Description	Unit	Qty	Material	Labour	Total
9,10	elec_tests_performed	Electrical Tests to be performed					
	i) Turns_ratio_phase_displacement	i) Voltage/Turns ratio and Phase displacement	Each	1			
	j) Zero_Impedance	j) Zero phase Impedance	Each	1			
	k) Tan_Delta_capacitance	k) Transformer Tan Delta and Capacitance	Each	1			
	l) Magnetising_current	l) Magnetising current	Each	1			
	m) Core_ground_insulation	m) Core ground insulation	Each	1			
9,20	DP_paper_test	Remove paper sample and test for DP	Each	1			
9,30	SANS_555_report	Draw oil sample for SANS 555 report from bulk oil	Each	1			
9,40	Oil_sample_report	Draw oil sample for full DGA, moisture and KV report	Each	1			

Phase 2: Workshop Transformer Repairs/Refurbishment							
Item	Short Description	Long Description	Unit	Qty	Material	Labour	Total
10,00		Transport to site and offload					
10.1.1	Transport_site_km	Transport of transformer to site (per km)	Each	1			
10.1.2	Offload_site_km	Offload transformer at site	Each	1			
10.2.0		Rigging and Installation					
10.2.1	Prov_malth_plinth	Provide malthoid on plinth where required	Each	1			
10.2.2	Inst_0-40_tons	Install unit at selected site: 0 – 40 tons	Each	1			
10.2.3	Inst_41-80_tons	Install unit at selected site: 41 – 80 tons	Each	1			
10.2.4	Inst_81-100_tons	Install unit at selected site: 81 – 100 tons	Each	1			

Phase 2: Workshop Transformer Repairs/Refurbishment							
Item	Short Description	Long Description	Unit	Qty	Material	Labour	Total
11,00		On – site activities					
11,10	Drain_oil_prep_aux_parts_paint	Drain oil and prepare auxiliary parts for spray painting with original paint	Each	1			
11,20	Load_tranformer_transport	Wait to dry and load transformer and parts for transport to site	Each	1			

Phase 2: Workshop Transformer Repairs/Refurbishment								
Item	Short Description		Long Description					Labour
10,00			Transport to site and offload					
10.1.1	Transport_site_km		Transport of transformer to site (per km)					
10.1.2	Offload_site_km		Offload transformer at site					
10.2.0			Rigging and Installation					
10.2.1	Prov_malth_plinth		Provide malthoid on plinth where required					
10.2.2	Inst_0-40_tons		Install unit at selected site: 0 – 40 tons					
10.2.3	Inst_41-80_tons		Install unit at selected site: 41 – 80 tons					
10.2.4	Inst_81-100_tons		Install unit at selected site: 81 – 100 tons					
11,30	Draw_vacuum_48hrs	Draw a vacuum for 48 hours	Each	1				
11,40	supply_virgin_oil	Supply virgin oil (per litre) where applicable	Each	1				
11.4.1	Fill_oil_under_vacuum	Fill oil under vacuum	Each	1				
11.4.2	Connect_bushings	Connect the HV and MV bushings	Each	1				
11.4.3	Connect_HV_bushing_clamps	HV Busbar/Conductor Clamps	each	1				
11.4.4	Connect_HV_conductor	HV Conductor (Centipede) where required	m	1				
11.4.5	Connect_HV_conductor_surge arrestors	HV Conductor (Hare) to Surge Arrestors	m	1				

11.4.6	Connect_solid_copper_MV_busbars	Solid Copper Busbar 160mm x 12mm between MV TX bushing and cable termination	m	1			
11.4.7	Connect_flexible_clamp_copper_MV_busbars	Flexible clamp for Solid Copper Busbar 160mm x 12mm onto MV bushing	each	1			
11.4.8	Provide_MV_busbars_clamps	Provide MV Busbar/Conductor Clamps wher required	each	1			
11.4.9	Provide_Tube_clamps	Tubular Aluminium busbar clamps (inclusive of end cap on one side)	each	1			
11,50	Connect_MV_conductor (bull)	MV Conductor (Bull)	m	1			

.Phase 2: Workshop Transformer Repairs/Refurbishment							
Item	Short Description	Long Description	Unit	Qty	Material	Labour	Total
11,00		On – site activities					
11,90	Supply_Install_surge arrestor_brackets	Supply, Install surge arrestors brackets where required	Each	1			
11,10	Conn_aux_wiring_kiosk	Connect the auxilliary wiring to the marshalling kiosk	Each	1			
11,11	Conn_NECR_earthcond	Connect the NECR/Aux transformer and transformer earth lead	Each	1			

11,12	Remove_plinth	Remove existing plinth	Each	1			
11,13	Install_new plinth_25MPA	Install new concrete plinth (25MPA)	Each	1			
11,13	Remove_existing_kiosk	Remove existing marshalling kiosk	Each	1			
11,14	Remove_existing_structure	Remove existing termination structure	Each	1			
11,15	Supply_install_cable_term_str ucture	Supply & install complete cable support structure for cable terminations & cable supports. Required foundations, bolts, nuts, indication signage and earthing to be included	Each	1			
11,16	Corrosion_protection_steel	Corrosion protection paint to steel	litre	1			
11,17	Supply_install_galvanized_holddown_bolts	Supply and install galvanized holding down bolts for steel structures	each	1			
11,18	Install_new barrier_fence_frame	Install new removable barrier welded mesh fence with frame	m2	1			
11,19	Provide_earthing_70mm²_exothermic_weld	70mm² CCS conductor and connect onto main earth grid using exothermic welding only	m	1			
11,20	Test_verify_earthmat_integrity	Test and verify earthmat integrity	each	1			
11,21	Supply_install_LV_cables	Control and Low Voltage cables where required	each	1			
Phase 2: Workshop Transformer Repairs/Refurbishment							
Item	Short Description	Long Description	Unit	Qty	Material	Labour	Total
	Adhoc purchases	Adhoc purchases					
11,20	7_core_2.5mm²	7 Core - 2.5mm²	m	1			

11,21	12_core_2.5mm ²	12 Core - 2.5mm ²	m	1			
11,22	4_core_2.5mm ²	4 Core - 2.5mm ²	m	1			
11,23	4_core_16mm ²	4 Core - 16mm ²	m	1			
11,24	4_core_4mm ²	4 Core - 4mm ²	m	1			
11,25	19_core_2.5mm ²	19 Core - 2.5mm ²	m	1			
11,26	4_core_1.5mm ² _screened	4 Core - 1.5mm ² (screened)	m	1			
11,27	Cable_rack_300mm_wide	Cable racking - 300mm wide	m	1			
11,28	7_core_2.5mm ² _termination	7 Core - 2.5mm ² termination	Each	1			
11,29	12_core_2.5mm ² _termination	12 Core - 2.5mm ² termination	Each	1			
11,30	4_core_2.5mm ² _termination	4 Core - 2.5mm ² termination	Each	1			
11,31	4_core_16mm ² _termination	4 Core - 16mm ² termination	Each	1			
11,32	4_core_4mm ² _termination	4 Core - 4mm ² termination	Each	1			
11,33	4_core_2.5mm ² _termination	19 Core - 2.5mm ² termination	Each	1			
11,34	4_core_1.5mm ² _termination	4 Core - 1.5mm ² termination	m	1			

Phase 2: Workshop Transformer Repairs/Refurbishment							
Item	Short Description	Long Description	Unit	Qty	Material	Labour	Total

	Adhoc purchases	Adhoc purchases					
11,35	Verify_control_cct_as built_drawings	Verification of all control and protection circuits and as the supply of as-built drawings	Sum	1			
11,36	Terminate_630mm ² _cu_cable (4 x phase)	Terminate 630 mm ² x 1c Cu Cable (4 x phase)	each	1			
11,37	Joint_630mm ² _cables	Joint 630mm ² x 1c Cu Cable	each	1			
11,38	Terminate_1000mm ² _al_cable (4 x phase)	Terminate 1000mm ² x 1c Alu Cable (4 x phase)	each	1			
11,39	Joint_1000mm ² _cables	Joint 1000mm ² x 1c Alu Cable	each	1			
11,40	Terminate_300mm ² _3c_al_cable	Terminate 300mm ² x 3c Alu Cable	Each	1			

Phase 2: Workshop Transformer Repairs/Refurbishment							
Item	Short Description	Long Description	Unit	Qty	Material	Labour	Total
12,00		On site Testing					
12,1	electrical_test_performed	Electrical Test to be performed					
12.1.a	a) Ind_over_volt	a) Induced over voltage	Each	1			
12.1.b	b) Separate_potential	b) Separate source over potential	Each	1			

12.1.c	c) No-load test	c) No-load	Each	1			
12.1.d	d) Load loss_ZV	d) Load losses and impedance voltage	Each	1			
12.1.e	e) No load _loss	e) No load loss [Copper and Iron losses]	Each	1			
12.1.f	f) Cell_ moist_cont	f) Cellulose moisture content	Each	1			
12.1.g	g) Ins_ resis	g) Insulation resistance	Each	1			
12.1.h	h) Wind_ resis	h) Winding resistance	Each	1			
12.1.i	i) Rat_ phase_ displ	i) Voltage/Turns ratio and Phase displacement	Each	1			
12.1.j	j) Zero_ Phase _ Imped	j) Zero phase Impedance	Each	1			
12.1.k	k) Trans_tan_delta & Cap	k) Transformer Tan Delta and Capacitance	Each	1			
12.1.l	l) Mag_curr	l) Magnetising current	Each	1			
12.1.m	m) Noise _level_test	m) Noise level test	each	1			
12.1.n	n) Core_ground_resis	n) Core ground insulation	Each	1			
12,20	Oil_sample_report	Draw oil sample for DGA report	Each	1			
		Total					

ANNEXURE “D” PHASE 3: TRANSFORMER SERVICE & MAINTENANCE

		PHASE 3 : Transformer Service/Maintenance					
Item	Short Description	Long Description	Unit	Qty	Supply Rate	Labour Rate	Total item cost
1.0		Site Establishment					
1.1.1	total Site Establishment	Establish site according to sub – clause 4.7.1	sum	1			
1.1.2	Rent 44ft container _Site Est	Rent 44 ft container Establish site	sum	1			

		PHASE 3 : Transformer Service/Maintenance					
Item	Short Description	Long Description	Unit	Qty	Supply Rate	Labour Rate	Total item cost
2.1		Onsite maintenance/service/repairs (work to					
		PHASE 3 : Transformer Service/Maintenance					
Item	Short Description	Long Description	Unit	Qty	Supply Rate	Labour Rate	Total item cost
3.0		Onsite maintenance/service/repairs (work to be done					
2.1.15	High pressure wash motors	Remove and install high pressure wash motors where required	Each	1	1		
2.1.16	Regasket main tank	Oil immersion Transformer "A" Plate Re-basketing of main tank	Each	1			
2.39	Remove old and install new oil filter, mobile moisture	Remove old and install new oil filter, mobile moisture	sum	1			
2.1.17	Regasket bushings	Remove install new oil pumps	Each	1	1		
2.1.18	Remove install new bushings	Remove install new bushings	Each	1			
2.1.18	Inspect service conservator	Inspect service conservator	Each	1			
2.1.18	Maintain carlbrate online DGA	Maintain carlbrate online DGA	Each	1			
2.1.18	Regasket tapchanger chamber	Regasket tapchanger chamber	Each	1			
2.1.19	Inspect service buchollz	Inspect service buchollz	Each	1			
2.41	Training	Training	Each	1			
2.1.20	Remove, contain crusher & replace	Remove, contain crusher & replace	Each	1	1		
2.1.20	Service test carlbrate WTI	Service test carlbrate WTI	Each	1			
2.42	Oil purification/aux	Oil purification/aux	Each	1	1		
2.1.21	Test carlbrate adjust indicators	Test carlbrate adjust indicators	Each	1			
2.1.22	Additional Items Oil_top_up	Additional Items Oil_top_up	Each	1			
2.1.22	Service_test carlbrate OTI	Service_test carlbrate OTI	Each	1			
2.1.23	Inspect_service radiator fins	Inspect_service radiator fins	Each	1			
2.1.23	Spray_paint transformer	Spray_paint transformer	Each	1	1		
2.1.24	Inspect_service breather	Inspect_service breather	Each	1			
2.1.24	Paint_bushing phases	Paint_bushing phases	Each	1	1		

1.8	Additional Item c			1			
1.9	Additional Item d						
2.1.12	Change_silica_gel	Changing of Silica Gel Dessicant	Each	1			

		PHASE 3 : Transformer Service/Maintenance						
Item	Short Description	Long Description	Unit	Qty	Supply Rate	Labour Rate	Total item cost	
3.0		On Site tests						
2,00		maintenance/service/repairs						
3,1.1		(work to be done)						
3,1.2	Wnd Res _On Site test	Winding Resistance Test	Each	1				
3,1.2	Install_drain_valves	Installation of drain valves where required	Each	1				
3,1.3	Tx Turns.Ratio _On Site test	Transformer Turns Ratio Test	Each	1				
3,1.3	Service_test_carlibrate_thermometers	Service, test and calibrate the thermometers	Each	1				
3,1.4	Phse Displ _On Site test	Phase Displacement	Each	1				
3,1.4	Service_test_carlibrate_thermometers	Service, test and calibrate winding temperature indicators	Each	1				
3,1.5	Insul Res _On Site test	Insulation Resistance Test	Each	1				
2,28	Remove old OTI and replace with new OTI where required	Remove old OTI and replace with new OTI where required	Each	1				
3,1.6	Remove old WTI and replace with new WTI where required	Remove old WTI and replace with new WTI where required	Each	1				
2,29	Remove old Replace ON Site test	Remove old Replace ON Site test	Each	1				
3,1.7	Full Load Lse _On Site test	Remove old bucholz and replace with new buchollz where required	Each	1				
2,31	Remove_Replace_buchollz	Remove_Replace_buchollz	Each	1				
3,1.8	Z Seq Imp _On Site test	Test Internal neutral CT where applicable	Each	1				
2,33	Test_internal_neutral_CT	Test_internal_neutral_CT	Each	1				
3,1.9	Ind OvrVtge inc Part dis _On Site test	Induced overvoltage with partial discharge	Each	1				
2,34	Service_test_oil_level_gauge	Service and test magnetic type oil level gauge	Each	1				
3,1.10	Tan Delta _On Site test	Remove old and replace with new magnetic type oil gauge	Each	1				
2,35	Remove_replace_oil_level_gauge	Remove_replace_oil_level_gauge	Each	1				
3,1.11	Tx Oil Brk dwn _On Site test	Transformer Oil Break Down Test	Each	1				
3,1.12	Supply_install_HV_arrestor_bracket	Supply and install new HV surge arrestor brackets where required	Each	1				
3,1.12	Supply_install_HV_arrestor_bracket	Magnetic Balance Test	Each	1				
3,1.13	Routin Oil Sample _On Site test	Supply and install new MV surge arrestor brackets where required	Each	1				
2,37	Supply_install_MV_arrestor_bracket	Supply_install_MV_arrestor_bracket	Each	1				

2,38	HV_surge_arrestor	Supply and Install new HV surge arrestors	Each	1			
3,1.14	DGA _Dissolved Gas _On Site test	Dissolve Gas Analysis (DGA)	Each	1			
3,1.15	full set of tests _on Site	full set of the above tests 3.1.1 to 3.1.14	set	1			

