

# MAFUBE LOCAL MUNICIPALITY



**Bid Number: MAF134/2024/25**

**APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330 HOUSEHOLDS  
IN NAMAADI NEW EXTENSION (PHASE-2)**

## **PROCUREMENT DOCUMENT**

Bidder	
Address of the Bidder	
Telephone Numbers	
Tender Amount	
Completion Period	

**NOVEMBER 2024**

**Issued by:**

**Mafube Local Municipality**  
**64 J.J Hadebe Street**  
**Frankfort**  
**9830**

**Prepared by:**

**Tladi Consulting Services**  
**PO Box 4148**  
**Halfway House**  
**Midrand**  
**1685**

**Contact:**

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Project Engineer  
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MAFUBE LOCAL MUNICIPALITY

MAF134/2024/25

APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330  
HOUSEHOLDS IN NAMAHADI NEW EXTENSION (PHASE-2)

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C4              Site Information



# MAFUBE

Local Municipality

OFFICE OF THE MUNICIPAL MANAGER

64 J J Hadebe Street  
P O Box 2  
FRANKFORT, 9830

## INVITATION TO TENDER

1. Bid Description: MAF: 133/2024/25-APPOINTMENT OF ELECTRICAL CONTRACTOR FOR CONSTRUCTION OF 42km MV LINE FROM VILLIERS TO CORNELIA EXT-1
2. Bid Description: MAF: 134/2024/25- APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330 HOUSEHOLDS IN NAMAHADI NEW EXTENSION (PHASE-2)

(Further details are contained in the tender document)

The bid document can be accessed free of charge from the eTender Publication Portal; or

Hard copies can be bought and collected from: SCM Office (No.4); Mafube Local Municipality;

64 JJ Hadebe Street; Frankfort; 9830 from 07:30am to 15:30pm;

Document fee: (Non refundable ) of R584.57;

Document availability date: 27 January 2025.

User Department: Technical Services

Technical Enquiries be directed to Mr. Sebinane Thejane @ 084 030 2501

SCM Enquiries be directed to Gavin Gaba @ 067 426 5835

Compulsory briefing for Construction of 42km MV Line (MAF133/2024/25):

YES

Briefing meeting and date: Villiers Town Hall -29 January 2025,

Time: 10H00am

Compulsory briefing for Electrification of 330 households in Namahadi/

Frankfort (MAF134/2024/25): YES

Briefing meeting and date: Frankfort town Hall - 29 January 2025,

Time: 12H00am

Closing date and Time: 13 February 2025 @ 11H00pm

All completed Bid documents to be submitted at:

Tender Box; Mafube Local Municipality;

64 JJ Hadebe Street;

Frankfort; 9830

Adv. M.F Lepheana

Municipal Manager

Mafube Local Municipality

**MAFUBE LOCAL MUNICIPALITY**

**MAF134/2024/25**

**APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330 HOUSEHOLDS IN NAMAHADE NEW EXTENSION (PHASE-2)**

**T1.1 Tender Notice and Invitation to Tender**

MAFUBE LOCAL MUNICIPALITY invites tenders **APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330 HOUSEHOLDS IN NAMAHADE NEW EXTENSION (PHASE-2)**:  
Tender No: **MAF134/2024/25**

Tenderers should have a **CIDB contractor grading of 4EP of Higher**.

Bid documents will be obtainable as from Monday 27<sup>th</sup> of January 2025 after 10h00 AM from the cashier point, Mafube Local Municipality offices upon of a R 584.57 non-refundable fee (cash or bank guaranteed in favour of Mafube Local Municipality).

Duly completed bid documents and supporting documents which are **TAX COMPLIANCE STATUS, COPY OF PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY & CSD REGISTRATION FULL REPORT (SUMMARY WILL NOT BE ACCEPTED)**, together with the bid document must be sealed in an envelope clearly marked: **"MAF134/2024/25: APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330 HOUSEHOLDS IN NAMAHADE NEW EXTENSION (PHASE-2), CLOSING 13<sup>th</sup> of February 2025."** with the name of the bidder shall be placed in the bid box at MAFUBA LOCAL MUNICIPALITY at 64 J.J. HADEBE STREET, FRANKFORT, before **11:00** on the closing date.

**Compulsory Briefing will be held on the 29<sup>th</sup> of January 2025 12h00(am) at Frankfort Municipal Offices.**

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted nor considered

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2017, where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE status level of contribution.

Supply Chain Management :	H. Jeleng Leburu Tel: 071 2120 217
Technical Enquiries :	Mr. Sebenane Thejane Tel: 084 0302 501
Employer :	Municipal Manager: Adv. M.F Lepheana Mafube Local Municipality Po Box 2; Frankfort; 9830

VISIT OUR WEBSITE: [www.mafubemunicipality.gov.za](http://www.mafubemunicipality.gov.za)

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

MAFUBE LOCAL MUNICIPALITY

MAF134/2024/25

**APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330  
HOUSEHOLDS IN NAMAHADE NEW EXTENSION (PHASE-2)**

**T1.2 Tender Data**

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

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

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

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

Clause Number	Data
3.1	The Employer is: <b>MAFUBE LOCAL MUNICIPALITY, 64 J.J. Hadebe Street, Frankfort, 9830</b>
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b> <b>Part T1: Tendering procedures</b> T1.1 - Tender notice and invitation to tender T1.2 - Tender data <b>Part T2: Returnable documents</b> T2.1 - List of returnable documents T2.2 - Returnable schedules <b>THE CONTRACT</b> <b>Part C1: Agreements and Contract data</b> C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Form of guarantee <b>Part C2: Pricing data</b> C2.1 - Pricing assumptions C2.2 - Bill of Quantities <b>Part C3: Scope of work</b> C3 - Scope of work <b>Part C4: Site information</b> C4 - Site information</p>
3.4	<p>The employer's agent is:</p> <p>Name: Tladi Consulting Services Address: PO Box 4148, Halfway House, 1685 E-mail : <a href="mailto:info@tladiconsulting.co.za">info@tladiconsulting.co.za</a></p>
3.5	The language for communications is <b>English</b>
3.6	The competitive negotiation procedure shall not be applied
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:

a) CIDB registration

Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **4 EP or higher** class of construction work, are eligible to have their tenders evaluated.

Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.

For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.

<b>Grading Designation</b>	<b>Tender Value Limit</b>
4 EP	R 6 m
5 EP	R 10 m
6 EP	R 20 m
7 EP	R 60m
8 EP	R 200 m

Joint Ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the **4 EP** class of construction work; and
- the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **4 EP** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

b) Key Personnel

In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms U of the Returnable Schedules.

Individuals must be identified for each of the key personnel listed under Forms U. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms U with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.

The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as PrCM or ECSA as PrEng or PrTechEng shall be required as a minimum.

Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.

Failure to comply with the requirements or to complete Form U may render the tender non-responsive.

c) National Treasury Central Supplier Database

	Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.
4.2	Failure to apply instructions contained in addenda may render a tenderer's offer nonresponsive in terms of Condition of Tender.
4.3	<b>Compulsory Briefing session shall be conducted on the 29<sup>th</sup> of January 2025 at 12h00(am) by the Council Office at Frankfort. Technical enquiries may be directed to the project manager through email address: <a href="mailto:info@tladiconsulting.co.za">info@tladiconsulting.co.za</a></b> Technical enquiry cut-off date is the 7 <sup>th</sup> of February 2025
4.4	Tenderers are required to state the rates and currencies in South African Rand (ZAR)
4.5	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or correct errors made by the tenderer and ensure all signatories to the tender offer initial all such alterations.
4.6	No alternative tender offers will be considered
4.7	Telephonic, telegraphic, telex, facsimile or e-mailed tenders offers shall not be accepted.
4.8	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance.
4.9	<b>BID CLOSING DATE: 13<sup>th</sup> of FEBRUARY 2025 @ 11:00</b>
4.10.1	The tender offer validity period is <b>12 weeks</b> .
4.10.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: <ul style="list-style-type: none"> <li>a) withdraws his tender;</li> <li>b) gives notice of his inability to execute the contract in terms of his tender; or</li> <li>c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9,</li> </ul> such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six(6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
4.11	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.12	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in this procurement document.
5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue addenda until 5 working days before tender closing time.
5.3	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.4	Arithmetical errors, omissions, discrepancies and imbalanced unit rates  Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.  Check responsive tender offers for: <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>ii) the summation of the prices.</li> </ul> </li> <li>d) imbalanced unit rates.</li> </ul>

	<p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ol style="list-style-type: none"> <li>If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted and the unit rate shall be corrected.</li> <li>Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.</li> <li>Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</li> </ol> <p>Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.5	<p><b>A bid not complying with the Mandatory requirements stated hereunder will be regarded as "Non-Responsive", and as such will be rejected/disqualified for further evaluation</b></p> <ul style="list-style-type: none"> <li>• Tender not Compliant with the Scope of work</li> <li>• Active CIDB contractor grading designation of 4 EP or higher <b>(disqualifying factor)</b></li> <li>• Submit copy of CSD Registration FULL</li> <li>• Submit copy of Tax Compliance Status.</li> <li>• Submit Joint venture agreement and power of attorney in case of JV. <b>(disqualifying factor)</b></li> <li>• Authority for Signatory, duly signed on the Company Letterhead. <b>(disqualifying factor)</b></li> <li>• Submit Municipal rates and taxes clearance from relevant local authority.</li> <li>• Fully completed and signed were applicable Form A-Q Returnable Schedules. <b>(disqualifying factor)</b></li> <li>• Submit Letter of Good Standing (COIDA) relevant to Electrical Construction Work. <b>(disqualifying factor)</b></li> <li>• Failure to apply instructions contained in addenda issued. <b>(disqualifying factor)</b></li> <li>• Fully Completed and signed Form of Offer. <b>(disqualifying factor)</b></li> <li>• Fully Completed Bill of Quantities. <b>(disqualifying factor)</b></li> <li>• Health and Safety Plan method statement</li> <li>• Technical Approach and Method work Plan</li> <li>• Certified Copy of Company Registration Documents</li> </ul>



5.6	<p>The procedure for the evaluation of responsive tenders is Method 2: Quality, Financial Offer and Preference.</p> <p>In the case of a functionality, price and preference:</p> <ol style="list-style-type: none"> <li>1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.</li> <li>2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.</li> <li>3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in below.</li> </ol> <p>The total number of tender evaluation points (<math>T_{EV}</math>) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>where <math>f_1</math> and <math>f_2</math> are fractions, <math>f_1</math> equals 1 minus <math>f_2</math> and <math>f_2</math> equals <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the</p>																						
5.7	<table border="1"> <tr> <td colspan="2"><b>Preferential points system 80/20</b></td></tr> <tr> <td><b>Price and Specific goals</b></td><td><b>100</b></td></tr> <tr> <td>Price</td><td>80</td></tr> <tr> <td>Specific Goals Contribution</td><td>20</td></tr> </table> <table border="1"> <thead> <tr> <th>Locality of supplier (Tick only one)</th><th>Number of preference</th></tr> </thead> <tbody> <tr> <td>Within the boundaries of Mafube Local Municipality</td><td>10</td></tr> <tr> <td>Within the Boundaries of Fezile Dabi District</td><td>8</td></tr> <tr> <td>Withing the Boundaries of Free State Province</td><td>5</td></tr> <tr> <td>Outside the Boundaries of the Free State Province</td><td>1</td></tr> </tbody> </table> <table border="1"> <tbody> <tr> <td>Black Men Owned Enterprises</td><td>5</td></tr> <tr> <td>Black Women Owned Enterprises</td><td>5</td></tr> </tbody> </table>	<b>Preferential points system 80/20</b>		<b>Price and Specific goals</b>	<b>100</b>	Price	80	Specific Goals Contribution	20	Locality of supplier (Tick only one)	Number of preference	Within the boundaries of Mafube Local Municipality	10	Within the Boundaries of Fezile Dabi District	8	Withing the Boundaries of Free State Province	5	Outside the Boundaries of the Free State Province	1	Black Men Owned Enterprises	5	Black Women Owned Enterprises	5
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	<p>score for financial offer is calculated using the following formula</p> $A = (1 - \frac{P - P_m}{P_m})$ <p>and <math>W_1</math> equals:</p> <ol style="list-style-type: none"><li>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000or</li><li>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000000</li></ol> <p><math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule <math>N_Q</math> is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where <math>W_2 = 100</math>. Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed</p>																													
5.8	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table><tr><th>Quality criteria</th><th>Maximum number of points</th><th>Returnable Schedule Form</th></tr><tr><td>Experience on previous contracts of a similar scope (over last Five years)</td><td>30</td><td>Form S</td></tr><tr><td>Experience of Key Personnel</td><td>15</td><td>Form T</td></tr><tr><td>Plant and Equipment</td><td>20</td><td>Form U</td></tr><tr><td>Health and Safety Plan method statement</td><td>10</td><td>Form V</td></tr><tr><td>Technical Approach &amp; Methodology and Work plan</td><td>15</td><td>Form W</td></tr><tr><td>Financial Information (Statement for last two Financial Years)</td><td>5</td><td>Form X</td></tr><tr><td>Financial Viability (Bank Rating)</td><td>5</td><td>Form Y</td></tr><tr><td>Maximum possible score for quality (Ms)</td><td>100</td><td></td></tr></table> <p>Tender offers will only be considered responsive if the <b>minimum quality requirement of 70 points</b> is achieved. Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. <b>Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed above.</b> A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient is provided, zero points will be awarded for that particular item.</p>			Quality criteria	Maximum number of points	Returnable Schedule Form	Experience on previous contracts of a similar scope (over last Five years)	30	Form S	Experience of Key Personnel	15	Form T	Plant and Equipment	20	Form U	Health and Safety Plan method statement	10	Form V	Technical Approach & Methodology and Work plan	15	Form W	Financial Information (Statement for last two Financial Years)	5	Form X	Financial Viability (Bank Rating)	5	Form Y	Maximum possible score for quality (Ms)	100	
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“(d)”

5.9	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) the tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document</li> <li>d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public-sector; the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> </ul>
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	<p>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>i) the tenderer is a registered electrical contractor with Labour Department</p> <p>j) the tenderer had not alter this bid document</p>
5.10	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Use of erasable ink will render such a tender offer unresponsive.
5.11	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited and will render such a tender offer unresponsive.
5.12	All request shall be in writing
6.1	<p><b>6.1 Termination of the Contractor's Employment by the Employer</b></p> <p>6.1.1 The Employer will be entitled to terminate the Contractor's employment under this Contract if the Contractor defaults in one or more of the following respects:</p> <ul style="list-style-type: none"> <li>(i) persistently does not proceed with the work in a regular and timely manner despite several notices in respect thereof;</li> <li>(ii) fails without reasonable cause to commence the work despite receiving a notice from the Contract Administrator to commence the work;</li> <li>(iii) suspends performance of the work before issue of the final completion certificate without valid grounds as provided in this contract;</li> <li>(iv) persistently refuses or neglects to comply with a notice or an instruction from the Contract Administrator;</li> <li>(v) does not provide the Performance Security within the time provided in the contract; and/or</li> <li>(vi) sub-contracts out any work without prior written consent from the Contract Administrator.</li> </ul> <p>6.1.2 The Contract Administrator may give a written notice to the Contractor stating clearly the default. In the notice, the Contract Administrator must also instruct the Contractor to rectify the default and must warn the Contractor of the possibility of a termination if the default is not rectified.</p> <p>6.1.3 If following the notice, the Contractor does not rectify the default within 14 days as from the date the Contractor receives the notice, the Employer may then terminate the Contractor's employment under this contract in writing within seven days after the expiry of the 14 days' notice period.</p>
6.2	<p><b>Termination of the Contractor's Employment by the Contractor</b></p> <p>6.2.1 If the Employer does not pay the amount due to the Contractor in accordance with the provisions of this contract, then the Contractor may give a written notice to the Employer for non-payment. The Contractor may warn the Employer of the possibility of a termination or suspension if the amount due to him is not paid.</p> <p>6.2.2 If following the notice, the Employer does not effect payment within 30 days from the date of receipt of the notice, the Contractor may then either:</p> <ul style="list-style-type: none"> <li>(i) suspend the work by giving a written notice to suspend work not later than 7 days after the 30 days' notice period; or</li> <li>(ii) terminate the Contractor's employment under this contract which must be done in writing not later than 7 days after the expiry of the 30 days 'notice.</li> </ul>

Special Clause	<p><b>OTHER SPECIAL CONDITONS OF THE TENDER</b></p> <p>i. This Tender is for:</p> <p><b>Bid No. MAF134/2024/25 APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330 HOUSEHOLDS IN NAMAHADI NEW EXTENSION (PHASE-2)</b></p> <p>ii. <b>The Municipality reserves the right to award the contract to a successful bidder and the following criteria will be used</b></p> <ul style="list-style-type: none"> <li>(a) The CIDB grading of the bidder should be equal or greater than the required grading in the bid document.</li> <li>(b) The capacity of the bidder in terms of human resources (Key personnel) and Equipment. It is expected from the prospective bidder to have a Project Managers, Key personnel and Plant and Equipment for the project to qualify for the award.</li> <li>(c) In cases where the highest point scoring bidder had been bypassed based on the above listed criteria, such decision will be recommend by the bid committees and the final approval will be granted by the Accounting Officer</li> <li>(d) The decision to negotiate for market related prices will be approved by the accounting Officer</li> </ul> <p>iii. Where feasible, up to thirty percent (30%) of the contract value shall be made compulsory for subcontracting to local companies (MAF) irrespective of the domicilium et exicutandi of the contractor.</p>
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**MAFUBE LOCAL MUNICIPALITY**

**MAF134/2024/25**

**APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330  
HOUSEHOLDS IN NAMAHADI NEW EXTENSION (PHASE-2)**

**Part T2: RETURNABLE DOCUMENTS**

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

The Tenderer must complete the following returnable Schedules required for Tender evaluation purposes:

<b>COMPULSORY TENDER DOCUMENTS</b>	
FORM A	TECHNICAL ENQUIRIES
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCING SCHEDULE: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
FORM Q	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
<b>RETURNABLE FOR QUALITY CRITERIA</b>	
FORM R	QUALITY SCORECARD
FORM S	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM T	KEY PERSONNEL
FORM U	PLANT & EQUIPMENT
FORM V	HEALTH AND SAFETY PLAN METHODOLOGY
FORM W	TECHNICAL APPROACH & METHODOLOGY AND WORK PLAN
FORM X	FINANCIAL INFORMATION (FINANCIAL STATEMENT)
FORM Y	FINANCIAL VIABILITY
FORM Z	TOTAL SCORE FOR QUALITY

**MAFUBE LOCAL MUNICIPALITY**

**MAF134/2024/25**

**APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330  
HOUSEHOLDS IN NAMAHADE NEW EXTENSION (PHASE-2)**

**T2.1 Compulsory Tender Documents**

**FORM A: TECHNICAL ENQUIRIES**

Compulsory briefing session shall be conducted for this tender. Technical enquiries may be directed to the Project Manager through email address: [info@tladiconsulting.co.za](mailto:info@tladiconsulting.co.za).

**FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	Date	Title or Details
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Attach additional pages if more space is required.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_



## FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

### (a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

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

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

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

### (b) ALTERNATIVES

Proposed Alternative	Description of Alternative

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

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

**FORM      PREFERENCING SCHEDULE: PREFERENCE POINTS CLAIM FORM IN TERMS OF  
PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1.      GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

**1.3      Points for this tender shall be awarded for:**

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

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

The maximum points for this tender are allocated as follows:

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

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

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

## MBD 4

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>) :.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

(a) a member of –

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

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

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

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

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

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

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

**FORM E: COMPULSORY DECLARATION**

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

**Section 1: Enterprise Details**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Particulars of companies and close corporations**

<b>Company / Close Corporation registration number</b>	
--	--

**Section 3: SARS Information**

<b>Tax reference number</b>	
<b>VAT registration number:</b>	

**Section 4: CIDB registration number**

<b>CIDB Registration number (if applicable)</b>	
---	--

**Section 5: National Treasury Central Supplier Database**

<b>Supplier number</b>	
<b>Unique registration reference number</b>	

**Section 6: Particulars of principals**

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

<b>Full name of principal</b>	<b>Identity number</b>	<b>Personal tax reference number</b>

Attach separate page if necessary

### Section 7: Record in the service of the state

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

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

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

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

\*Insert separate page if necessary

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

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

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

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

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

\*Insert separate page if necessary

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

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

☐ Yes      ☐ No      (Tick appropriate box)

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



## Section 10: Declaration

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

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signature		Date
Capacity under which the Bid is signed		Name of bidder

NOTE 1 The Standard Conditions of Tender contained in Annexure F of the CIDB “Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015” prohibits anticompetitive practices (clause F1.1.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (F1.1.2) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause F.2.13.1). Clause F3.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause F1.1.1 also requires tenderers to comply with all legal obligations.

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

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

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

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

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

**FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS**

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

- a) contractors are required; and
- b) goods, services or combination thereof where the estimated total of the prices exceeds R6million including VAT.

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

**Section 1: Enterprise Details Name**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Declaration for Contractor's services:**

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

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

**Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 6 million including VAT**

I / we certify that

1 (tick one of the boxes):

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

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

3) source of goods and/or services: (*tick one of the boxes and insert percentages if applicable*):

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

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

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

Attach separate page as necessary

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

## FORM G: CERTIFICATE OF INDEPENDENT TENDER

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1)(b) (iii) of the Competition Act No. 89 of 1998, as amended, that prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

### CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description) in

response to the invitation for the tender made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Tenderer)

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
- v) For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- vi) The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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

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Signature

---

Date

---

Capacity under which Tender is Signed

---

Name of Tenderer

## **FORM H: DECLARATION OF GOOD STANDING REGARDING TAX**

### **The Tax Compliance Status**

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

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

**FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

Notes to tenderer:

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

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



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

### CERTIFICATION

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is Signed

\_\_\_\_\_  
Name of Tenderer

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

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

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

### FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

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

If yes, furnish your details in table below.

YES

NO

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

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

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is Signed

\_\_\_\_\_  
Name of Tenderer

## FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: .....

Contact number:

Office address: .....

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

### PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr.

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

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

of .....

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY

SIGNATURE .....

AS WITNESSES: 1. NAME ..... SIGNATURE .....

2. NAME ..... SIGNATURE .....

**PRO-FORMA FOR JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

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

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

## FORM M: SCHEDULE OF SPECIALIST SUB-CONTRACTORS

### Notes to tenderer:

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

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

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

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

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

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

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

## FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in MAFUBE LOCAL MUNICIPALITY terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach in this tender, evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COIDA)(Act 130 of 1993).
3. Nature of Business in the COIDA Letter of Good Standing should be relevant to Electrical construction works. Any other nature of business unrelated to Electrical construction works shall render such a tender offer unresponsive.



**FORM O: SCHEDULE OF CURRENT COMMITMENTS**

Notes to tenderer:

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

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

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

---

Signature

---

Date

---

Capacity under which Tender is Signed

---

Name of Tenderer

## FORM P: REGISTRATION WITH CIDB

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

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Expiry Date: .....

**FORM Q: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to be low the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

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

2. Definitions

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

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

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

Does any portion of the services, works or goods offered have any imported content? (*Tick applicable box*)

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):

NB

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

3

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 SATS1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

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

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of2000).

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

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

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

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

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

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

MAFUBE LOCAL MUNICIPALITY

MAF134/2024/25

APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330 HOUSEHOLDS IN  
NAMAHADE NEW EXTENSION (PHASE-2)

Part T2.2: RETURNABLE DOCUMENTS FOR FUNCTIONALITY / QUALITY CRITERIA

FORM R: QUALITY SCORECARD

Points for quality must be entered here by the Tenderer based on the following Quality Scorecard, failing to achieve quality scoring of 75% the Bid will not be further evaluated.

Tenderer should supply supporting information to prove points claimed where it's not available in other Returnable Schedules

The Functionally criteria and maximum score in respect of each criteria are as follows:

EVALUATION CRITERIA	PERCENTAGE WEIGHTING
1. Tenderer's Experience	30
2. Experience of Key Personnel	15
3. Plant and Equipment	20
4. Health and Safety Plan method statement	10
5. Technical Approach & Methodology and Work plan	15
6. Financial Information(Financial Statement for the last two Years)	5
7. Financial Viability (Bank Rating)	5
TOTAL	100

The scoring of Tenderers will be in accordance to score cards contained in the following table

FURTHERMORE,

$$\text{Tenderer's score} = \frac{\text{Tenderer's Points Scored}}{\text{Total possible points (100)}}$$



## FORM S: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

**The Tenderer will receive a maximum of 35 points based on information provided in this schedule.**

1. Points will be given for projects completed of similar nature and size.
2. Projects of similar nature means
  - i. Electrification Projects
3. The tenderer scores 16 points per project with a value of above or equal to R 3 million (Incl. Vat) completed in the last 5years.
4. The tenderer may list a maximum of only 3 projects of similar nature and size.
5. Certified copies (Not older than 6 Months) of the following documentation must be attached for previous projects completed in the past 5years:
  - i. Appointment letters,
  - ii. Completion certificate plus,
  - iii. Reference letter.

All must be on letterheads of the institution, with the following information contained where applicable: (i) Description of the project, (ii) Value, (iii) Actual Construction period, (iv) Date completed, (v) Client contact details and (vi) signed accordingly.

6. **Failure to submit all relevant information (certified copies of Appointment Letter plus Completion Certificate plus Reference Letter) per project will result in the forfeiture of all points for that relevant project.**
7. Positive feedback from the contact person in the completion certificate and reference letter will contribute toward points allocated for the attached certificates of completion.
8. Negative feedback will forfeit all points, meaning zero (0) points will be allocated for the attached certificates of completion.
9. The experience of the Tenderer or joint venture partners in a consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.

Item	Details of Similar Construction work projects with a value of above or equal to R3 million Completed in the past 5 Years. i. Electrification Projects					Annual Value/Site of Individual Contracts	Points	Score(S)
	Contract	Value	Reference					
			Name	Organization	Tel No.			
1.1						R1-3million	3	
1.2						R3-5million	5	
1.3						R5-7million	7	
1.4						>R7 million	15	
1.5								
1.6	Possible Full Points=						30	
1.7	Actual Points Obtained S1=							

## FORM T: KEY PERSONNEL

**The Tenderer will receive a maximum of 15 points based on information provided in this Schedule**

1. Tenderers to submit Organogram to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. Tenderers to submit signed CV (**indicating current employer**) of the key personnel (**Full-time Qualified Persons**) plus the certified copies of relevant qualifications as requested below. Failure to submit both signed CV (indicating current employment) of the key personnel plus the certified copies of relevant qualifications will result in zero points.
4. For **Part-time key personnel**, a signed affidavit must be attached in order to claim for the half points. Failure to attach an **affidavit signed by the key-personnel** will result in zero points even if the CV and the certificates are attached.

	Proposed Key Personnel	Experience	Points	Scores (S)
3.1	Project Manager/Manager Name:	Relevant Qualifications, N. Dip, B. Tech, BSc. (Electrical Engineering)	4	
		Years of appropriate experience (score one of the categories)	<div>&lt;1</div> <div>1 to 4</div> <div>5 to 10</div> <div>&gt;10</div>	<div>0</div> <div>0.5</div> <div>1.5</div> <div>2</div>
3.2	Foreman/Supervisor Name:	Operating Regulations of High Voltage System (ORHVS) qualifications.	3.5	
		Years of appropriate experience (score one of the categories)	<div>&lt;1</div> <div>1 to 4</div> <div>5 to 10</div> <div>&gt;10</div>	<div>0</div> <div>0.5</div> <div>1</div> <div>2</div>
3.3	Electrician Name	Relevant Tertiary Qualifications: Trade Test	3	
		Years of appropriate experience (score one of the categories)	<div>&lt;1</div> <div>1 to 4</div> <div>5 to 10</div>	<div>0</div> <div>1</div> <div>2</div>
3.4	Linesman	Relevant Tertiary Qualifications: Trade Test	3	
		Years of appropriate experience (score one of the categories)	<div>5 to 10</div> <div>&gt;10</div>	<div>1</div> <div>2</div>
3.5	Health and Safety Officer Name:	Relevant Tertiary Qualifications: Accredited Health & Safety compliance Certificate	1.5	
		Years of appropriate experience (score one of the categories)	<div>&lt;1</div> <div>1 to 5</div> <div>&gt;5</div>	<div>0</div> <div>0.5</div> <div>1</div>
3.6	Possible Full Points=		15	
3.7	Actual Points Obtained S2=			

## FORM U: PLANT & EQUIPMENT

The tenderer will receive a maximum of 20 points based on information provided in this schedule.

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

4.	Key Plant and Equipment owned by the tenderer and directors	Points	Score (S)
4.1.	1 x 8 Ton Crane Truck	4	
4.2.	Drilling Truck/TLB	4	
4.3.	Cherry Picker/Tower Wagon	3	
4.4.	2 x 1 Ton Bakkie/LDV	3	
4.5.	Key Plant & equipment to be hired by the tenderer – letter & proof of ownership of plant hire company to be attached as proof		
4.6.	8 Ton Crane Truck	2	
4.7.	Drilling Truck/TLB	2	
4.8.	Cherry Picker/Tower Wagon	1	
4.9.	2 x 1 Ton Bakkie/LVD	1	
4.10.	No Proof of ownership or commitment from plant hire company attached	0	
	Possible Full Points=	20	
	Actual Points Obtained S3=		

**Note 1:** In case of ownership, tenderers to submit proof of ownership in the name of company/director to be certified by Commissioner of Oath (not older than 3 months from date of closing) to claim for full (100%) points. Proof of ownership should be in the form of **copy of NaTIS vehicle registration certificate plus colour picture of the vehicle/plant with the Reg. number visible**. Failure to submit both **copy of NaTIS vehicle registration certificate plus colour picture of the vehicle/plant with the Reg. number visible** will result in zero points.

In case of **lease agreement half** points allocated.

**FORM V: HEALTH AND SAFETY PLAN METHODOLOGY STATEMENT**

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

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

2.	Health and Safety Plan method statement	Points	Score (S)
2.1	A fully detailed Plan aligned to the OHS Act	7	
2.2	Basic Health and Safety Plan	3	
2.3	No Safety Plan Submitted	0	
	Possible Full Points=	10	
	Actual Points Obtained S4=		

## FORM W: TECHNICAL APPROACH & METHODOLOGY AND WORK PLAN

**The tenderer will receive a maximum of 15 points based on information provided in this schedule.**

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

2.	Locality of the Company office	Points	Score (S)
2.1	A fully detailed methodology aligned to the terms of reference with clear milestone and time frames	10	
2.2	Basic methodology with time frames	5	
2.3	Unclear methodology with no time frame	0	
	Possible Full Points=	15	
	Actual Points Obtained S5=		

## FORM X: FINANCIAL INFORMATION & FINANCIAL STATEMENT

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

Item	Description	Maximum Points to be allocated	Points scored by Evaluators
1	Audited Financial Statements (Not older than 2 Financial Years). <i>For JV: Audited Financial Statements from both Service providers are required. Failure to provide both will results in zero points.</i>	3	
2	Letter of Intent to provide 10% guarantee from registered financial service Provider. Letter must make reference to this project and the amount of your bid. Or else no point to be awarded. <i>For JV: Combined letter indicating name of the JV or two Letters from both Service providers are required. Failure to provide combined or both will results in zero points</i>	2	
3	Credit Reference Letters (not older than 3 Months) from a <b>minimum of two</b> local suppliers of electrical equipment and materials. Failure to provide two letters from different suppliers will results in zero points. <i>For JV: Comb Separate Letters from both Service providers are required ( i.e 4xletters). Failure to provide as instructed will results in zero points.</i>	1	
<b>SUB TOTAL</b>		<b>5</b>	

**FORM Y: FINANCIAL VIABILITY (BANK RATING)**

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

Item	Description	Maximum Points to be allocated	Points scored by Evaluators
1	Bank rating of "C" or better with proof (stamped bank letter, not older than 3 Months). Letter must make reference to this project and the amount of your bid. Or else no point to be awarded.  <i>For JV: Separate Letters from both Service providers are required. Failure to provide both will results in zero points.</i>	C or higher = 5 D and lower = 0	
<b>SUB TOTAL</b>		<b>5</b>	

## FORM Z: TOTAL SCORE FOR QUALITY

### Total Score for Quality.

	Criteria	Possible Full Points	Actual Points Obtained
1	Experience applicable to past 5 years	30	S1 =
2	Experience of Key Personnel	15	S2 =
3	Experience of Key Personnel	20	S3 =
4	Health and Safety Plan method statement	10	S4 =
5	Technical Approach & Methodology and Work plan	15	S5 =
6	Financial Information (Statement for last two Financial Years)	5	S6 =
7	Financial Viability (Bank Rating)	5	S7 =
	Total Possible Points	100	Total Points Obtained= %Ta=



**FORM ZA CONTINUATION: FINANCIAL RESOURCES DOCUMENTATION OF INTENT  
TO PROVIDE A PERFORMANCE GUARANTEE**

**PRO-FORMA FOR A PERFORMANCE GUARANTEE**

Employer  
(Name and Address) \_\_\_\_\_

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

Contract Title \_\_\_\_\_

WHEREAS  
(herein after referred to as "the Employer") entered into, a Contract with:

\_\_\_\_\_  
(herein after called "the Contractor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ for  
the construction of (Contract Title)

at \_\_\_\_\_

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

AND WHEREASWE \_\_\_\_\_ (hereinafter referred to as" the  
Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

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

- 1) The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extension of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor or liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
- 2) This guarantee shall be limited to payment of a sum of money.
- 3) The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of Completion

- 4) His intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated,

- 5) Our total liability hereunder shall not exceed the sum of

\_\_\_\_\_  
\_\_\_\_\_(in words)

R \_\_\_\_\_ (in figures)  
(10% of the tender sum) that amount I/we agree to hold at your disposal.

- 6) The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

- 7) I/We hereby choose our address for the serving of all notices for all purposes arising here from as

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

As witness:

1. \_\_\_\_\_

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

Duly authorised to sign on behalf of (Guarantor)

\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MAFUBE LOCAL MUNICIPALITY

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HOUSEHOLDS IN NAMAHADI NEW EXTENSION (PHASE-2)

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Form of Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the **APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330 HOUSEHOLDS IN NAMAHADI NEW EXTENSION (PHASE-2)**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the **Contractor** under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) .....Rand;

R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the agreed period of validity, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the  
tenderer:**  
(Insert name  
and address of  
organisation)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name &  
signature of  
witness \_\_\_\_\_

Date \_\_\_\_\_

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer & Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

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

Signature(s)  
Name(s)  
Capacity  
for the  
Employer

(Insert name and address of organisation)

Name & signature of witness	Date
-----------------------------	------

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**MAFUBE LOCAL MUNICIPALITY**  
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**APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330  
HOUSEHOLDS IN NAMAHADI NEW EXTENSION (PHASE-2)**

**C1.2 Contract Data**

**Part 1: Data Provided by the Employer**

**CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Second Edition, 2015, published by the South African Institute of Electrical Engineering, Private Bag X200, Halfway House, 1685, are applicable to this Contract and is obtainable from [www.saiee.org.za](http://www.saiee.org.za).

**CONTRACT SPECIFIC DATA**

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

Clause	Data
1.1.1.13	The Defects Liability Period is <b>12 months</b> .
1.1.1.15	The name of the Employer is <b>MAFUBE LOCAL MUNICIPALITY</b>
1.1.1.16	The Name of the Employer's Agent is: Name: Tladi Consulting Services Address: PO Box 4148, Halfway House Midrand E-mail : <a href="mailto:info@tladiconsulting.co.za">info@tladiconsulting.co.za</a>
1.1.1.26	The pricing strategy: <b>Bill of Quantities (Subject to Price Adjustment)</b>
1.2.1.2	The Employer's address for receipt of communications is:  Physical address: <b>64 J.J Hadebe Street FRANKFORT 9830</b> Telephone: <b>084 0302 501</b> E-mail: <a href="mailto:thejanesebinane@gmail.com">thejanesebinane@gmail.com</a> Postal address: <b>PO Box2 FRANKFORT 9830</b>
1.2.1.2	The Employer's Agent email address for receipt of communications is: <a href="mailto:info@tladiconsulting.co.za">info@tladiconsulting.co.za</a>
2.4	<b>Variations to the Conditions of Contract are:</b>  Add the following at the end of sub clause 2.4.1: " The several documents forming the Contract shall rank in the following order of precedence:  1. Contract Agreement, 2. Form of Offer and Acceptance, 3. Contract Data, 4. Specification Data, 5. Eskom Electrical Reticulation Standards & Specifications 6. Standardized Specifications, 7. Drawings, 8. Bill of Quantities, 9. Statutory Regulations,

	<p>10. Other standard specifications.</p> <p>If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."</p>
4.3.3	<p>Add the following at the end of sub clause 4.3.2:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety</p> <p>Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <p>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</p> <p>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</p> <p>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be titled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>(v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</p> <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <p>(vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. And shall be implemented and maintained from the Commencement of the Works.</p> <p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>

5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause4.3.1)</li> <li>• Initial programme (Refer to Clause5.6.1)</li> <li>• Security / Performance Guarantee (Refer to Clause6.2.1)</li> <li>• Insurance (Refer to Clause8.6.1)</li> </ul>
5.3.2	The time to submit the documentation required before commencement with Works execution is 14days.
5.8.1	<p>The non-working days are Sundays</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>(1) Public holidays</li> <li>(2) The year-end break commencing on 12 December and ending on 12 January</li> </ol>
5.14.1	Practical completion is reached when: <b>The allocated dwellings energised.</b>
5.16.3	The latent defect period is <b>5 years</b> after date of completion.
	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is <b>15%</b> .
6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule on page 86 of GCC 2015, where.</p> <p><b>The value of "x" is 0,10</b></p> <p>The values of the co-efficient are:</p> <p><b>a = 0,25</b></p> <p><b>b = 0,30</b></p> <p><b>c = 0 35</b></p> <p><b>d = 0,10</b></p> <p>The indices for "L", "P", "M" and "F" are the following as published by Statistics South Africa:</p> <p>"L" is the "Labour Index" As published in the Statistical News Release P0141 Additional tables: Table 14 "CPI – all items, according to area" of Statistics South Africa.</p> <p>"P" is the "Contractors Equipment Index" as published in the Statistical News Release PO151, Table 4 – "Electrical Contracting Materials" of Statistics South Africa.</p> <p>"M" is the "Materials Index" published in the Statistical News Release PO151, Table 3 - "Electrical Engineering" of Statistics South Africa.</p> <p>"F" is the "Fuel Index" as published in Statistical News Release PO151, Table 4 of Statistics South Africa.</p> <p>The site is located in the <b>MAFUBE LOCAL MUNICIPALITY.</b></p> <p>The base month is <b>one month prior to the closing date of the tender.</b></p>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b> .
6.10.3	The limit of retention money is <b>10%</b> to a maximum of 5% of the contract value.
8.6.1.3	The limit of indemnity for liability insurance is <b>R5m.</b>
10.5.2	Dispute resolution shall be <b>ad-hoc</b> adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is <b>one.</b>



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## Part 2: Data provided by the Contractor

The Contractor is advised to read the *General Conditions of Contract for Construction Works (2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-8055947).

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

Clause	Data						
1.1.1.9	<p>The Contractor is.</p> <p>Name. . . . .</p>						
1.2.1.2	<p>The address of the Contractor is:</p> <p>.Address (physical): . . . . .</p> <p>. . . . .</p> <p>Address (postal): . . . . .</p> <p>. . . . .</p> <p>Telephone: . . . . .Facsimile: . . . . .</p> <p>e-mail: . . . . .</p>						
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of security <i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i></th><th>Contractor's choice.Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the works per year.</td><td></td></tr> <tr> <td>Fixed performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the works per year.</td><td></td></tr> </tbody> </table> <p><i>Note: In the 'Standard for Uniformity in Construction Procurement' in Section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to the contractor. Where guarantees of an insurance company of bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies shall not exceed 5% of the contract price."</i></p>	Type of security <i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i>	Contractor's choice.Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the works per year.		Fixed performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the works per year.	
Type of security <i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i>	Contractor's choice.Indicate "Yes" or "No"						
Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the works per year.							
Fixed performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the works per year.							
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is_____ %.</p>						

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C1.3 Form of Guarantee

Employer: (name and address).....

.....

Contract No: .....

(Contract title).....

WHEREAS .....

(hereinafter referred to as "the Employer") entered into, on the.....day  
of

.....20 .....

a Contract with .....

(hereinafter called "the Contractor") for (CONTRACT TITLE)

.....at .....

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

AND WHEREAS ..... (Hereinafter referred to as the Guarantor) has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE, .....

do hereby guarantee to the Employer under renunciation of the benefits of division and exclusion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and / or contemplated by the terms of the said Contract, and / or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. My/Our total liability in terms hereof shall be limited to the sum of R ..... (in words ..... ) (10 % of the tender sum) which amount I/we agree to hold at your disposal.

6. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at .....

IN WITNESS WHEREOF this guarantee has been executed by us at .....on this.....day of ..... 20.....

Signature .....

Duly authorized to sign on behalf of: *(Guarantor)* .....

Address .....  
.....  
.....

As witnesses:

1. ....

2. ....

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HOUSEHOLDS IN NAMAHADI NEW EXTENSION (PHASE-2)

**C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85)**

THIS AGREEMENT made at .....  
on this the ..... day of ..... in the year .....  
between MAFUBE LOCAL MUNICIPALITY (hereinafter called "the Employer") of the one part, herein  
represented by  
in his capacity as .....  
and.....  
(hereinafter called "the Mandatory") of the other part, herein represented by .....  
.....  
in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz **APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330 HOUSEHOLDS IN NAMAHADI NEW EXTENSION (PHASE-2)** and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 54,55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;

(iii) Section 37: Acts or omissions by employees or Mandatory, and

(iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.

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

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

7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

(a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 \_\_\_\_\_ 2 \_\_\_\_\_

NAME 1 \_\_\_\_\_ 2 \_\_\_\_\_

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1 \_\_\_\_\_ 2 \_\_\_\_\_

NAME 1 \_\_\_\_\_ 2 \_\_\_\_\_

(IN CAPITALS)

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HOUSEHOLDS IN NAMAHADE NEW EXTENSION (PHASE-2)

**C1.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF CCUPATIONAL  
HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_ 20 \_\_\_\_\_,

Mr/Ms \_\_\_\_\_ whose signature

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

\_\_\_\_\_  
SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS: 1. \_\_\_\_\_ 2. \_\_\_\_\_

NAME (in capitals): 1. \_\_\_\_\_ 2. \_\_\_\_\_

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**APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330  
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**Part C2: Pricing Data**

**C2.1 Pricing Assumptions**

1. The Bills of Quantities have been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005). Where applicable the:
  - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
  - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
  - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the General Conditions of Contract for Construction Works, prepared by the South African Institution of Electrical Engineering, 2010, 2<sup>nd</sup> Edition. The additions, deletions and alterations to the General Conditions of Contract for Construction Works as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
5. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
6. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities.
7. All activities must be invoiced on a monthly basis.
8. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
9. Payment will be based on the completion of activities and approval by MLM Technical officials, also provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
10. The budget allocated to each activity and the total of prices for the activities shall not be exceeded without the written consent of the Employer.

11. The appointed service provider may only commence with Phase 1 & 2 of the project on the following conditions:
  - i. The required budget for the completion of the project has been confirmed in writing to the service provider.
  - ii. The service provider has been given a written instruction to continue with next phase
13. The quantities provided by the Employer in the Pricing Schedule are only **approximate quantities**. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the service provider.

The quantities tendered by the service provider will be certified for payment as final quantities.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

14. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified in the Scope of Works and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except insofar as the quantities given in the Pricing Schedule are only approximate.
15. The tenderer shall fill in a quantity or a rate or a lump sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Pricing Schedule.
16. The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required.

If the tenderer should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil. The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

17. The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall be made to the Scope of Works for more detailed information regarding the extent of work entailed under each item.
18. Prices or rates will be subject to adjustment for escalation as provided for below:
  - The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
  - On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
  - Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.
  - Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.
  - The bidder shall offer supporting documentation to the Municipality to justify any price adjustment that might be required. The price adjustment phase will only be valid during the first month of each financial year.



19. Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation.
20. Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the service provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Employer shall have instructed.  
For each sum, the Employer may instruct plant, materials or services to be procured by the service provider in accordance with the Employer's policies, and for which there shall be included in the Contract Price:
- The actual amounts paid (or due to be paid) by the service provider, and
  - A sum for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate tendered in the Pricing Schedule, provided that for Prime Cost sums only, the tendered rate excludes profit.
- The service provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a sum.
- Any percentage adjustment (mark-up) against the sum for handling fee, profits, etc. shall not be negative.
21. The rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and total led Pricing Schedule, the rates will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the Pricing Schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
22. A tender may be deemed unresponsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
23. All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents
24. Item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

25. For the purposes of this Schedule of Activities, the following words shall have the meaning hereby assigned to them:

Unit	: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
Quantity	: the number of units of work.
Rate	: The payment per unit of work/provision of services at which the Bidder bids to the work.
Amount	: The quantity of an item multiplied by the Bided rate of the (same) item.
Sum	: An amount Bided for an item, the extent of which is described in the Schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum (PS)	: An amount allowed for in the Pricing Schedule for which the quantity of work is not known.
Prime Cost(PC)	: Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.
Lump Sum(LS)	: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

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

Mm	=	millimetre
M	=	meter
Km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square meter-pass
No	=	Number
m <sup>3</sup>	=	cubic meter
m <sup>3</sup> -km	=	cubic meter kilometre
Kw	=	kilowatt
W	=	Wattage
Kg	=	kilogram
L	=	litre
Kl	=	kilolitre
MI	=	mega litre
T	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

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**C2.1 Bill of Quantities**

<b>Bill of Quantities &amp; Structures</b>							
<b>Electrification of Namahadi Extension 9 (Phase-2)</b>							
Payment Item	D-DT No	Description	Unit	Quantity	Rate (ex VAT)	Total (ex VAT)	
1.		Preliminary and General Provisions					
1.1		<u>Fixed Charge</u>					
1.1.1		Contractual Requirements	Sum	1			
1.1.2		As-built drawings	Sum	1			
1.1.3		MV setting out of works	km	0.00			
1.1.4		LV setting out of works	km	0.5			
1.1.5		MV line survey	Sum	0			
1.1.6		Project Board	Sum	0			
1.1.7		Administration, testing, handover to Municipality.	Sum	1			
1.2		<u>Time Related Items</u>					
1.2.1		Establish facilities on site					
		a) Facilities for contractor					
		Site office, office furniture and toilet facility	p/month	6			
1.2.2		Staff Accommodation	p/month	6			
1.2.3		Site Camp 24-Hour Security	p/month	6			
1.2.4		Cost for Health ,Safety and Environmental Management on site including the COVID 19 compliance	Sum	1			
1.2.5		Preliminary Sum allowed for independent H&S Environmental Management by Client	Prov Sum	1	R 100 000.00	R 100 000.00	
1.2.6		Percentage add on to Item 1.2.5 for overheads, administration and profit	%	1	R 10 000.00	R 10 000.00	
1.2.7		Allowance for CLO	Prov Sum	6	R 6 500.00	R 39 000.00	
		Sub-Total: Preliminary and General Provisions (ex VAT)					
		Carried to Price Summary					

Item	D-DT No	Description		Unit	Quantity	Rate (ex VAT)	Total (ex VAT)
2.		MV-Reticulation					
2.1	0051	11m Wood poles, 160-179mm top dia.	Supply	No	0		
			Plant	No	0		
2.2	0051	11m Wood poles, 180-200mm top dia.	Supply	No	0		
			Plant	No	0		
2.2	0055	9m Wood poles, 180-200mm top dia.	Supply	No	0		
			Plant	No	0		
2.3	1710	Intermediate assembly Staggered Vertical ( 0 Deg)					
		800 spacing	Supply	No	0		
			Install	No	0		
2.4	1710	Intermediate assembly Staggered Vertical (1-10 Deg)					
		800 spacing	Supply	No	0		
			Install	No	0		
2.5	1714	Strain assembly Vertical ( 30-60 Deg)					
		800spacing	Supply	No	0		
			Install	No	0		
2.6	1715	Strain assembly Vertical ( 30-90 Deg)					
		800 spacing	Supply	No	0		
			Install	No	0		
2.7	1716	Terminal assembly Vertical					
			Supply	No	0		
			Install	No	0		
2.8	1801	T-Off assembly Intermediate Vertical					
		600 spacing	Supply	No	0		
			Install	No	0		
2.8	1865	Transformer structures out of line 2 pole					
		platform with wooden cross arms	Supply	No	0		
			Install	No	0		
2.9	0341	1 off conventional MV anchor Stay for 11m poles					
			Supply	No	0		
			Install	No	0		
2.10	0351	1 off MV 11m strut pole for 11m poles					
			Supply	No	0		
			Install	No	0		
2.11	0343	MV Flying Stay Assembly					
			Supply	No	0		
			Install	No	0		
2.12	1848	Supply and install 22kV Solid Isolator links					
		Off load. Complete set	Supply set	set	0		
			Install set	set	0		
		Sub-Total (ex VAT): Carried to following Page					

Item	D-DT No	Description	Unit	Quantity	Rate (ex VAT)	Total (ex VAT)
		Sub-Total brought forward from previous Page				
2.13	3086	Drop-out fuse link set and bracket, 22kV				
	0290	complete set with fuses	Supply set	set	1	
		(Fuse rating: 100kVA/10A & 200kVA/20A)	Install set	set	1	
2.14	3100	22kV 10kA, Metal Oxide polymer surge				
	0261	arrestors (set of 3)	Supply set	No	1	
			Install set	No	1	
2.15	0642	MV-Earthing at transformer, to Eskom standards				
		Type 1 Crowfoot	Supply	No	1	
			Install	No	1	
2.16		ACSR Fox conductor 36.7-A1/S1A				
			Supply	m	0	
			String	m	0	
2.17	3021	100kVA,3 phase 22000/400V				
		pole mounted Transformer	Supply	No	0	
			Install	No	0	
2.18	3021	200kVA 3 phase 22000/400V				
		H-pole mounted Transformer	Supply	No	1	
			Install	No	1	
2.19		MV Pole numbering				
			Supply	No	5	
			Install	No	5	
		Sub-Total: MV - Reticulation (ex VAT)				
		Carried to Price Summary				

Item	D-DT No	Description		Unit	Quantity		Total (ex VAT)
3.		LV-Reticulation					
3.1	0055	9m Wood poles, 140-160mm top dia.	Supply	No	6		
			Install	No	6		
3.2	0050	7m Wood poles, 120-140mm top dia.	Supply		14		
			Install		14		
3.3	1100	Suspension Assembly (0-30 Deg)	Supply	No	35		
			Install	No	35		
3.4	1121	Strain Assembly (0-60 Deg)	Supply	No	3		
			Install	No	3		
3.5	1122	Strain Assembly (60-90 Deg)	Supply	No	5		
			Install	No	5		
3.6	1140	T-off Assembly from intermediate (D-DT- 1140)	Supply	No	11		
			Install	No	11		
3.7	1141	T-off Assembly from strain (D-DT- 1141)	Supply	No	0		
			Install	No	0		
3.8	1120	Terminal Assembly	Supply	No	12		
			Install	No	12		
3.8	1143	4 way cross intermediate-intermediate Assembly	Supply	No	0		
			Install	No	0		
3.9	0341	1 off conventional LV anchor Stay	Supply set	No	5		
			Install	No	5		
3.10	0342	1 off LV 7m strut pole	Supply	No	8		
			Install	No	8		
3.11	0343	1 off flying LV Stay	Supply	No	0		
			Install	No	0		
3.12	3088	LV neutral surge arrester at each transformer, 22kV, 10kA, metal oxide type, complete with bracket, copper tails, etc.	Supply	No	1		
			Install	No	1		
		Sub-Total (ex VAT): Carried to following Page					





Item	D-DT No	Description		Unit	Quantity	Rate (ex VAT)	Total (ex VAT)
4		House Connections					
4.1	0058	5m Wood poles, 80-100mm top dia.					
			Supply	No	330		
			Install	No	330		
4.2	0361	Shack pole Dressing and Overhead house connection					
			Supply	No	330		
			Install	No	330		
4.3	0361	Overhead house connection without Shack Pole					
			Supply	No	0		
			Install	No	0		
4.4	3171	ECU Base with fixing rails and 2 switch socket wall box					
			supply	No	330		
			Install	No	330		
4.5		Pre-Paid Meter Conlog single phase 20 A Type BEC23 PL (09)					
			supply	No	330		
			Install	No	330		
4.6	0361	Airdac installation 10mm²					
			Supply	m	15 000		
			String	m	15 000		
4.7		COC certificate					
				No	330		
4.8		Capture and Upload customer data					
				No	330		
		Sub-Total: House Connections (ex VAT)					
		Carried to Price Summary					

Item	D-DT No	Description	Unit	Quantity	Rate (ex VAT)	Total (ex VAT)
5		Excavations.				
5.1	0350	Excavations for LV stays				
		Rock Drilling Machine	No	5		
		Compressor	No	0		
5.2	0350	Excavations for LV Struts				
		Rock Drilling Machine	No	8		
		Compressor	No	0		
5.3	0332	Excavations for LV Flying stays				
	0350	Rock Drilling Machine	No	0		
		Compressor	No	0		
5.4	0350	Excavations for MV stays				
		Rock Drilling Machine	No	0		
		Compressor	No	0		
5.5	0350	Excavations for MV struts				
		Rock Drilling Machine		0		
		Compressor		0		
5.6	0332	Excavations for MV Flying stays				
	0350	Rock Drilling Machine	No	0		
		Compressor	No	0		
5.7	0332	Excavations for 5m poles				
		Rock Drilling Machine	No	330		
		Compressor	No	0		
5.8	0332	Excavations for 7m poles				
	0330	Rock Drilling Machine	No	14		
		Compressor	No	0		
5.9	0332	Excavations for 9m poles				
	0330	Rock Drilling Machine	No	6		
		Compressor	No	0		
5.10	0332	Excavations for 11m poles				
	0330	Rock Drilling Machine	No	0		
		Compressor	No	0		
5.11	0332	Excavations for 14m poles				
	0330	Rock Drilling Machine	No	0		
		Compressor	No	0		
5.12	0332	Excavations for Transformer Structures				
	0330	Back-actor or Rock Drilling	No	0		
		Compressor	No	0		
		Sub-Total (ex VAT): Carried to following Page				



SUMMARY			
Electrictrification of Namahadi Extension 9 (Phase-2)			
Description	Materials	Labour	Total Price
Preliminary and General Provisions			
MV-reticulation			
LV-reticulation			
House connections			
Excavations			
Subtotal 1			
Allow 10% Contingencies			
Subtotal 2			
15% VAT			
Gross Total			
Name of Bidder:			
Bidder Representative:			
Signature:			
Date:			

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**Part C3: Scope of Work**

**Employer's objectives**

The employer's objectives are to deliver MV/LV electrical infrastructure using EPWP labour intensive methods. Part of the installation works on site will require labour intensive methods e.g. excavations, trenching, pole planting and backfilling.

**Overview of the works**

This specification covers the Overhead Electrification of 330 Households in accordance with Eskom standards and specifications.

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand*, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

**Drawings and Schedules**

LV/MV Reticulation Layouts will be issued to the successful bidder.

**Extent of the works**

The Contractor shall provide all Plant and Materials Equipment and labour for the whole of the works, which includes:

**Temporary work**

Clear the right of way and campsites, in order to erect the necessary site offices, own accommodation facilities, sanitary units, bulk water containers, site store, etc.

The works also include the clean-up of site camp and site store, as well as the removal of excess material not used at the completion of the contract.

**Outage Requests**

A schedule for an outage when required will be done as directed by the Engineer.

## **Permanent work**

1. Set out all poles and any stays associated with a particular structure, using the services of an Eskom approved registered surveyor.
2. Excavate pole, stay and strut holes, erect wooden poles, stays and struts and backfill and compact pole, stay and strut holes in layers of 300mm.
3. Install MV and LV stays in accordance with the Eskom Distribution Standard. Percussion stays may be used on condition that an approved sub-contractor performs the supply and installation of the stays. Pre-tension certificates are supplied per stay. Pre-tensioning are done on all stays as specified in the Eskom Distribution Standard.
4. Assemble the bare overhead MV structures as well as the Aerial Bundle Conductor LV structures according to the Distribution Standards. Wooden poles of 5m for house connections, 7m for LV reticulation, 9m for LV road crossing and 11m for MV reticulation shall be used and structures are single-pole street front design. Only LV ABC conductor sizes 35mm<sup>2</sup>/70mm<sup>2</sup> 4 core are to be utilized.
5. Assemble and install the MV Links according to Eskom Distribution Standards.
6. Run out and string overhead line 70mm<sup>2</sup> ABC Cable.
7. Install the transformers, including MV Surge Arrestors, LV fuse protection units. Pole mounted shall be 6.6kV/415V Dyn three phase with a capacity of 200kVA. (Also refer to Bill of Quantities)
8. Excavate trenches to a depth of at least 500mm for type 1 MV and LV three point star earth electrodes, install electrodes and backfill and compact on completion.
9. Install pole top distribution boxes complete with one pigtail bolt and one eye nut per distribution box.
10. Connect pole top boxes to LV feeders with phasing.
11. Test and commission infrastructure.
12. Excavate 5m, 7m and 9m pole holes where 5m service/shack poles is necessary, erect 5m, 7m and 9m wooden poles, backfill and compact pole in layers of 300mm.
13. Install pre-paid meters inside the houses.
14. Install pole top boxes and connect to house distribution board via overhead 10mm<sup>2</sup> Airdac, according to Eskom Distribution Standards.
15. Test and commission House Connections and issue COC's.
16. Produce as build drawings by a qualified (Eskom approved surveyor) complete with a comprehensive Beneficiary data.
17. Signage and pole numbering specification to be requested from Engineer.
18. The work will be taken over by Rural Maintenance on completion.

## **Restrictions in Providing the Works**

The Contractor shall visit every resident and arrange access for street front electrification.

The Contractor shall treat residents in a courteous, friendly and polite manner and keep them informed of changes to the required access.

The Contractor shall foster close relationships with recognized community structures.

The Contractor shall ensure that staff other than key Contractor-staff is employed from the local community.

## **Definition of Completion**

The works shall be completed in accordance with the specifications in all respect and taken-over by the Employer and Rural Maintenance. The cleaning of the site and breaking of camp shall be done within 1 week after Completion

## **Project Steering Committee**

A Project Steering Committee will be constituted by the ward councilor and selected members from his ward committee. The ward councilor will appoint a community liaison officer (CLO). The CLO will assist the engineer and contractor with all liaison required with the community and labour force.

## **Scope of Mandatory Subcontract Work**

The following portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder:

Sub-contractors from the local community shall be employed for the following activities (refer to bill of quantities section P: House Connections):

- Overhead connection (Airdac from pole top box to house) Install
- ECU base, fixing rails and plug
- Install 20A ED Pre-paid Meters (internal ELPU)
- Install 60A ED Pre-paid Meters (no internal ELPU)
- Sealing of meters
- Capture and upload of new customer data

It remains the contractor's responsibility to enter into agreement with these subcontractors, to negotiate payment, guarantees and percentage and duration of the retention kept, strictly in accordance with the CIDB regulations. No direct payments to, or sessions in favour of subcontractors will be entertained. It stays the responsibility of the main contractor.

## **Material & Equipment Specifications**

### **General**

The Contractor shall erect the MV and LV overhead reticulation systems in accordance with Eskom's Electrification Standards (Wood Structures). The internal MV distribution systems shall comprise of "Fox" aluminium conductor steel reinforced configuration on 11m wooden poles and shall be built to 22kV specifications.

The LV distribution systems shall comprise an aerial bundled conductor (ABC) system, of the supporting core type mounted overhead on either 7m or 9m wooden poles. LV distributor spurs shall extend within a radius of approximately 500m from transformer positions depending on individual voltage drop requirements. LV distributor spurs shall share pole structures with the MV system where these follow parallel routes providing clearance of LV can be achieved.

Transformers shall be of the pole mounted type suitably rated to serve anticipated individual LV distributor loads and shall be of the SABS780 type. All materials supplied by the Contractor shall conform with Eskom's Specification standards.

### **C.3.5 TESTING AND COMMISSIONING**

The complete installation shall be tested and commissioned in the presence of the Engineer Clerk of Works or his/her approval.

### **OTHER SPECIAL CONDITIONS**

**All contractors must comply with the following Special Conditions of Tender. Failure to adhere, will render your tender non-responsive.**

#### **SPECIAL CONDITIONS OF TENDER**

##### **A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT**

The services provider must make use of 100% local unskilled labourers during the construction process, the contractor must accommodate the two interns of MAFUBE LOCAL MUNICIPALITY with regards to construction management on site, to develop capacity of department. It must also give on job training to all local labourers used on the project. Employment contracts to be in place and monitored (to ensure minimum wages are paid and UIF, etc. in place) as per GCC.

##### **B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED**

Any additional information upon request must be submitted in writing within 48 hours of receipt.

##### **C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER**

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

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

Any amendments prior approval from the Municipality. The service provider must provide the Municipality with a certificate confirming payments made to the local labourers. This certificate must be updated and submitted together with the service providers' progress report and invoice.

Payments will be made monthly as per agreed progress schedule. Invoices must be submitted before the 20<sup>th</sup> of each month to the Engineer, to ensure timeous payment schedule to be agreed.

### **Eskom Electrical Reticulation Standards & Specifications (C4)**

### **Annexure A**



## **MAFUBE LOCAL MUNICIPALITY**

**MAF134/2024/25**

### **APPOINTMENT OF ELECTRICAL CONTRACTOR FOR ELECTRIFICATION OF 330 HOUSEHOLDS IN NAMAHADE NEW EXTENSION (PHASE-2)**

## **Part C4: Site Information**

### **GENERAL**

This section describes the site at the time of the tender in order to enable the tenderer to price his tender accordingly and to decide upon his method of working, programming and risks.

The tenderer shall inform him / herself on the nature of the site and inspect the site.

The Employer will consider a tender only if the tenderer are:

- ☐ Be suitably qualified to comprehend the implications of the work involved, and
- ☐ Be the tenderer him/herself or a person in the direct employ of the tenderer

### **EXISTING SERVICES, SERVITUDES AND WAY LEAVES**

It is the responsibility of the contractor to identify all the existing services that could be affected and arrange accordingly with relevant Municipality department, client and/or other affected stakeholders. The Contractor shall take a connection from the existing Rural Maintenance network.

### **SECURITY**

The security of the Contractor's plant, employers, materials and site camp will be the Contractor's responsibility.

### **NATURE OF GROUND AND SUBSOIL CONDITIONS**

The site is very rocky and use of machinery during project construction are anticipated. The Contractor shall familiarize himself with the conditions on site.

- ☐ The locality plan below is for the Namahadi/Frankfort Extension-9 new development area identified for electrification
- ☐ Co-ordinates:

Namahadi/Frankfort Ext-9 Ph-2	Longitude	Latitude
Electrification	28°14'47.903"S	27°14'47.903"E



**D-DT-**

**DETAILED STRUCTURE DRAWINGS (800 SPACING)**











































