

THABAZIMBI LOCAL MUNICIPALITY



BID NO: TECH/03/2026-27

**PROVISION OF PROFFESIONAL AND CONSTRUCTION SERVICES FOR
ELECTRIFICATION OF 500 HOUSEHOLDS AT REGOROGILE
EXTENSION 8 (TURNKEY PROJECT)**

CLOSING DATE: 31/08/2026

CLOSING TIME: 12H00

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
PMU MS. S THOMPSON THABAZIMBI LOCAL MUNICIPALITY 7 RIETBOK STREET THABAZIMBI 0390 TEL: 071 777 8640 FAX: E-MAIL: thompsons@thabazimbi.gov.za	SCM: P SELALOME THABAZIMBI LOCAL MUNICIPALITY 7 RIETBOK STREET THABAZIMBI 0390 Tel: 064 6671431 Fax: E-mail: selalomep@thabazimbi.gov.za

NAME OF BIDDER (BIDDING ENTITY) :

CIDB GRADING :

CRS NUMBER :

TEL NUMBER :

FAX NUMBER :

THE OFFERED TOTAL OF THE PRICES INCLUDING VALUE ADDED TAX IS:

R (in figures)

Amounts in words.....

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



EXPANDED PUBLIC
Creating opportunities



GRAMME
fulfilment

ITV



BID NO: TECH/03/2026-27

**PROVISION OF PROFESSIONAL AND CONSTRUCTION SERVICES FOR
ELECTRIFICATION OF 500 HOUSEHOLDS AT REGOROGILE
EXTENSION 8 (TURNKEY PROJECT)**

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Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2

THABAZIMBI LOCAL MUNICIPALITY



BID NO: TECH/03/2026-27

**PROVISION OF PROFFESIONAL AND CONSTRUCTION SERVICES FOR
ELECTRIFICATION OF 500 HOUSEHOLDS AT REGOROGILE
EXTENSION 8 (TURNKEY PROJECT)**

Part C1: AGREEMENTS AND CONTRACT DATA

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 Administrative requirement in terms of the Supply Chain Management Policy

The following critical criteria of returnable documents have been identified for this bid and any non-compliant thereto will lead to the bid regarded as non-responsive and disqualified from further evaluation:

- All bidders must attend the compulsory briefing session
- Company registration certificate
- Original valid tax clearance pin
- Valid Public liability insurance of R 18 000 000.00
- Valid Professional indemnity of R 15 000 000.00
- SANAS approved BBB-EE certificate/ consolidated B-BBEE certificate for J/V
- Power of attorney/ letter of authority for signatory in a company letter head
- Joint venture agreements where applicable
- Certified ID copies of the All directors/ members/ proprietors not older than three months
- 6EP or Higher CIDB grading certificate/ Consolidate CIDB certificate for Joint ventures
- Valid LIMLANGA CLUSTER ESKOM Electrification Approval Design Letter for Consultant.
- Valid Letter of Good Standing (COIDA)
- Statement of Municipality Accounts as proof of residential address, if leasing, provide the lease agreement or a letter from traditional authority in case of a non-rateable area for the business and all company directors (Not older than three months).
- Valid CSD report (Printed between the date of advert and closing date)
- Proof of work experience (attach BOTH appointment letters and completion certificates for each project for functionality stage)
- Organogram that clearly demonstrates personnel position
- Key personnel experience (attach CV, Certified qualifications, ECSA & ESKOM AUTHORISATION/ORHVS and ID Copies for functionality stage).
- Signing of form of offer in words and numbers
- Signing of declaration of interest
- Letter of Intent to provide guarantee from FSB & NCR registered entities
- Three year audited/ Reviewed AFS
- Signing of all MDB Forms
- Completed and signed Invitation to bid (MBD1) Provide Central Supplier Database (CSD) number / JV Complaint CSD (Attach registration summary report)
- Completed and signed Tax clearance certificate form (MBD2)
- Completed and signed declaration of interest (MBD4).
- Completed and signed declaration for procurement above R10 million (MBD5).
- Completed and signed preferential procurement form (MBD6.1)
- Completed and signed Contract Form – Rendering of services (MBD7.2)
- Completed and signed declaration on the past SCM practices (MBD8).
- Completed and signed certificate of independent bid determination (MBD9).

FUNCTIONALITY STAGE

PROJECT NAME: PROVISION OF PROFESSIONAL AND CONSTRUCTION SERVICES FOR ELECTRIFICATION OF 500 HOUSEHOLDS AT REGOROGILE EXTENSION 8- TURNKEY PROJECT	Weight
CAPACITY ANALYSIS	
➤ Company's Experience in design of electricity network	20
Proof of relevant experience in (municipal or any organ of state or other private clients such as developers) design of electricity network, Attach five (5) appointment letters and completion certificates per project. Attach a maximum of 4 projects only.	
➤ Company's Experience in electrification	20
Proof of relevant experience in (municipal or any organ of state or other private clients such as developers) electrification Attach five (5) appointment letters and Completion Certificates per project. Attach a maximum of 4 projects only.	
Personnel Experience: CV and certified qualifications should be attached.	20
(a) Design Engineer with at least Ten (10) years' experience in Electrical Engineering and must be in possession of BSc. Elec Eng / B-tech Electrical Engineering or Higher and ECSA registered as Pro Eng (b) Project Manager with at least Eight (8) years' experience in Electrical works projects with a bachelor's degree in electrical engineering or project management. Must be registered with SACPCMP/ECSA as Pro Tech (c) Project Supervisor with at least Five (5) years minimum experience in Electrical projects, must be in possession of N5 or higher in Electrical Engineering AND compulsory LIMLANGA CLUSTER ESKOM Authorization (d) OHS Officer SAMTRAC or NOSA Certificate or any accredited OHS Related Certificate with at least Five (5) years' experience in Electrical projects.	

PROJECT NAME: PROVISION OF PROFESSIONAL AND CONSTRUCTION SERVICES FOR ELECTRIFICATION OF 500 HOUSEHOLDS AT REGOROGILE EXTENSION 8- TURNKEY PROJECT	Weight
Company Equipment's registration certificates should be attached even if the company is renting.	20
(a) One (1) Crane truck (b) One (1) 1-ton picker truck (c) One (1) Rock drill truck (d) One (1) TLB These plant and equipment can be owned or rented. Attach proof of ownership and lease agreement if renting.	
Financial Statements (Compulsory Attachment)	5
Latest Three (3) year's Annual Financial Statements or since their establishment if established during the past three years.	
Financial Viability (Compulsory Attachment)	5
Bank rating (Attach proof from the bank not more than one month old before tender advert date) bank rating C or higher	
PROJECT METHODOLOGY	10
A Detailed plan for the implementation of the entire project will be required which will fully outline the below activities: 1. All the procedures to be followed for the implementation, supply and delivery. 2. Key milestones. 3. Duration of each milestones. 4. Project definition document.	
Total functionality Points	100

A Minimum qualifying score of 70% must be achieved for further evaluation

EVALUATION ON PRICE 80/20 AND SPECIFIC GOALS

- Price formula

$$Np = \frac{80[1 - (Pt - Pmin)]}{Pmin}$$

- Where: Np = the number of bid/tender adjudication points awarded for price.
- Pt = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.
- Pmin = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

- Specific Goals = 20 points

Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R0.00 and up to R50 million.

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race:

Black-owned	Number of points on 80/20 points system	Required Proof
51-100%Black-owned enterprise	8	CSD Report and ID Copy
41-50% Black-owned enterprise	6	CSD Report and ID Copy
31-40%Black-owned enterprise	4	CSD Report and ID Copy
21-30% Black-owned enterprise	2	CSD Report and ID Copy
0-20% Black-owned enterprise	1	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender:

Women-owned	Number of points on 80/20 points system	Required Proof
51-100% Women-owned enterprise	4	CSD Report and ID Copy

31-50% Women-owned enterprise	3	CSD Report and ID Copy
11-29% Women-owned enterprise	2	CSD Report and ID Copy
1-10% Women-owned enterprise	1	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability:

Disability-owned	Number of points on 80/20 points system	Required Proof
51-100% Disabled-owned enterprise	4	ID Copy, CSD Report and medical certificate
31-50% Disabled-owned enterprise	3	ID Copy, CSD Report and medical certificate
11-29% Disabled-owned enterprise	2	ID Copy, CSD Report and medical certificate
1-10% Disabled-owned enterprise	1	ID Copy, CSD Report and medical certificate

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of youth:

Youth-owned	Number of points on 80/20 points system	Required Proof
51-100% Youth-owned enterprise	4	CSD Report and ID Copy
31-50% Youth-owned enterprise	3	CSD Report and ID Copy
11-29% Youth-owned enterprise	2	CSD Report and ID Copy
1-10% Youth-owned enterprise	0	CSD Report and ID Copy

The maximum points for this bid are as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points	100

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER:

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

BID NO: TECH/03/2026-27

PROVISION OF PROFESSIONAL AND CONSTRUCTION SERVICES FOR ELECTRIFICATION OF 500 HOUSEHOLDS AT REGOROGILE EXTENSION 8 (TURNKEY PROJECT)

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

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

.....

..... Rand (in words);

R..... (in figures)

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

Signature

Name

Capacity

for the Bidder

(Name and address of organization)

Name and signature
of witness

Date

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1	Agreements and contract data, (which includes this agreement)
Part C2	Pricing data
Part C3	Scope of work.

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now consultant) 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

Name

Capacity

**for the
Employer** **THABAZIMBI MUNICIPALITY, PRIVATE BAG X530, THABAZIMBI, 0490**
(Name and address of organization)

Name and signature
of witness Date

Schedule of Deviations

1 Subject _____
Details _____

2 Subject _____
Details _____

3 Subject _____
Details _____

4 Subject _____
Details _____

By the duly authorised representatives signing this agreement, the employer and the Bidder 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 bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2 CONTRACT DATA (PART 1)

PART 1: DATA PROVIDED BY THE EMPLOYER

The contract between the Thabazimbi Local Municipality and the Successful Bidder shall be administered in terms of the **General Conditions of Contract for Construction Works Third Edition of 2015.**

The Conditions of Contract are the Standard Professional Services Contract published by the Construction Industry Development Board, are also applicable to this contract.

Copies of these conditions of contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za

Part 1: Data provided by the Employer

Clause	Data
	The Employer is the Thabazimbi Local Municipality
3.4 and 4.3.2	The authorized and designated representative of the Employer is: Name: Ms. S Thompson The address for receipt of communications is: Telephone: 071 777 8640 Facsimile: - E-mail: thompsons@thabazimbi.co.za Address: 7 Reitbok Street, Thabazimbi, 0390 Private Bag X530, Thabazimbi, 0390
1	The Project is: Bid No: TECH/03/2026-27: PROVISION OF PROFFESIONAL AND CONSTRUCTION SERVICES OF ELECTRIFICATION OF 500 HOUSEHOLDS AT REGOROGILE EXTENSION 8 (TURNKEY PROJECT)
1	The Period of Performance is 24 Months (Including Construction Stage)
3.4.1	Communication by e-mail is permitted.
3.5	The location for the performance of the Project is Regorogile Extension 8
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
3.15.1	The programme shall be submitted within seven (7) Days of the award of the Contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding four (4) weeks.
3.16	The time-based fees shall not be adjusted for inflation where applicable.

Clause	Data
4.3.1(d)	The Service Provider will be required to assist in the obtaining of approvals, licenses and permits from the state, regional and other municipal authorities having jurisdiction over the Project.
5.4.1	The Service Provider is required to provide a comprehensive professional indemnity cover as set out in the Professional Indemnity Schedule, to the value not less than twice the contract amount and must be valid over the Contract period. The Service Provider is required to provide the following insurance: 1. Professional indemnity insurance for a minimum amount of R 15 000 000.00 2. All risk insurance cover in the joint names of the Municipality and Service Provider for an amount equal to the tender amount plus 20% OR R 18 000 000.00 whichever is the highest of the two amounts.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Proceeding to any Stage of the guideline scope of services as prescribed in the Engineering Profession Act 46/ 1000: Guideline Professional Fees (Scope of Services and Tariff Fees for Persons Registered in terms of the Engineering Professions Act 46 of 1000) 16 May 1025. 2. Undertaking of any additional services with a cost implication. 3. Approval of any Variations and claims from the Contractor.
7.2	The Service Provider will be required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within seven (7) Days of date that the Contract becomes effective.
8.2.1	The Contract is concluded when a service level agreement has been signed by all parties.
8.4.3(c)	The period of suspension under clause 8.5 is not to exceed ninety (90) calendar days.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
11.1	A Service Provider may not subcontract any work which he has the skill and competency to perform.
12.1	Interim settlement of disputes is to be by mediation.
12.2/ 12.3	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by Employer
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the President, Association of Arbitrators (Southern Africa).

Clause	Data
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance that is equivalent to their share in the Joint Venture or Consortium and of a total maximum of twice the full contract amount of this contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within six (06) months from the date of termination or completion of the Contract.
	Additional Conditions of Contract are: • Requirements to adhere to EPWP standards when implementing the Project, you are therefore to design and implement the Construction works in accordance with the Guidelines for the implementation of the Labour-Intensive project under the Expanded Public Works Programme as published by the National department of Public Works. • Requirements to Report to the Employer on a monthly basis on EPWP in terms of local Jobs created on the project. • The bid number indicated on cover page above and the offer for appointment for the project must be clearly quoted on all documents. The project number must also be printed on all drawings, documents and other correspondence. Payment Claims must be submitted for completed stages as prescribed in the Guideline for services and processes for estimating fees for persons registered in terms of the Engineering Profession Act 46/ 1000 (Government Gazette No. 52691, Board Notice 783 of 1025) and as per the appointment amount.
16	COMPLIANCE WITH THE PROTECTION OF PERSONAL INFORMATION ACT
16.1	The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 4 of 1013 (hereinafter referred to as 'POPI').
16.2	Where any party receives any personal information as defined in POPI it shall ensure that it fully complies with the provisions of the Act and only deal with the personal information to fulfil its obligations under this Agreement. The personal information received shall not be further processed or disclosed without the consent of the disclosing party.

Clause	Data
16.3	Each party therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the parties, that each party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of the provisions dealing with POPI, and may prevent the other party, any of its agents or subcontractors, or any third party who has received records from that party from violating this Agreement by any legal means available. Each party further understands that violation of the provisions dealing with POPI may subject that party to applicable legal penalties, including those provided under POPI.
16.4	Within thirty (30) days after the termination of this Agreement, for whatever reason, the receiving party of either party's personal information shall return same or at the discretion of the disclosing party of such personal information, destroy such personal information, and shall not retain copies, samples or excerpts thereof.
16.5	In cases where the disclosing party has elected for the personal information to be destroyed, as provided for in clause 19.4 above, the receiving party shall, within ten (10) days of receiving the instruction to destroy the personal information, send an affidavit confirming the destruction of personal information.

Part 2: Data provided by the Service Provider

Clause	Data						
1	The Service Provider is Address: Telephone: Facsimile:						
5.3	The authorized and designated representative of the Service Provider is: Name: The address for receipt of communications is: Telephone: Facsimile: Address:						
6.2.1	<table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice. Indicate "yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash Deposit of 10% of the Contract Sum, exclusive of Value Added Tax</td><td></td></tr> <tr> <td>Performance Guarantee (surety amount) Amount to the value of 10% of the contract amount to be deducted in equal instalments from the amounts due to the Contractor on the first five payment certificates, inclusive of Value Added Tax</td><td></td></tr> </tbody> </table> The security to be provided by the Contractor shall be of the following:	Type of Security	Contractor's choice. Indicate "yes" or "No"	Cash Deposit of 10% of the Contract Sum, exclusive of Value Added Tax		Performance Guarantee (surety amount) Amount to the value of 10% of the contract amount to be deducted in equal instalments from the amounts due to the Contractor on the first five payment certificates, inclusive of Value Added Tax	
Type of Security	Contractor's choice. Indicate "yes" or "No"						
Cash Deposit of 10% of the Contract Sum, exclusive of Value Added Tax							
Performance Guarantee (surety amount) Amount to the value of 10% of the contract amount to be deducted in equal instalments from the amounts due to the Contractor on the first five payment certificates, inclusive of Value Added Tax							
	The Period of Performance is						

7.1.2	The Key Persons and their jobs / functions in relation to the services are: <table border="1"><thead><tr><th data-bbox="415 375 909 413">Name</th><th data-bbox="909 375 1380 413">Specific Duties</th></tr></thead><tbody><tr><td data-bbox="415 413 909 487"></td><td data-bbox="909 413 1380 487"></td></tr><tr><td data-bbox="415 487 909 560"></td><td data-bbox="909 487 1380 560"></td></tr><tr><td data-bbox="415 560 909 636"></td><td data-bbox="909 560 1380 636"></td></tr><tr><td data-bbox="415 636 909 716"></td><td data-bbox="909 636 1380 716"></td></tr></tbody></table>	Name	Specific Duties								
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TENDER NOTICE AND INVITATION TO TENDER



THABAZIMBI LOCAL MUNICIPALITY

MUNICIPAL MANAGER OFFICE

(For publication on the Municipal notice board, Newspaper, website and E-tender Portal)

Competitive bidding process

TENDER NUMBER	CIDB GRADING	DESCRIPTION	COMPULSORY BRIEFING SESSION			FUNCTIONALITY	EVALUATION CRITERIA	CLOSING DATE AND TIME	Minimum Score for functionality	CONTACT PERSON
		TENDER NAME	DATE	VENUE	COST					
TECH/03/2026-27	6EP or higher	PROVISION OF PROFESSIONAL AND CONSTRUCTION SERVICES FOR ELECTRIFICATION OF 500 HOUSEHOLDS AT REGOROGILE EXTENSION 8 (TURNKEY PROJECT)	12/08/2026 at 10h00am	Thabazimbi Municipality ABSA Building	R 6 003, 00	Company Experience (40) Key personnel (20) Plant & Equipment (20) Financial Viability (10) Project Methodology (10) 80/20 Scoring Points a) Price (80) b) Specific Goals (20)	80/20	Date: 31/08/2026 Time: 12H00	70%	Technical Enquires: S Thompson 071 777 8640 Procurement Enquiries:

A compulsory briefing session will be held on the dates and times specified above at the Municipal ABSA Building.
 The bids are to be submitted at the tender box of Thabazimbi Local Office at No:7 Rietbok Thabazimbi by the closing date and time as above mentioned where they are open in public.
 No late telefaxed or document found in any other places or proposal from service providers who have not attended the compulsory briefing session will not be considered.
 Bidders should take note of the following bidding conditions:

1. Thabazimbi Municipality Supply Chain Management Policy shall apply in the evaluation and awarding of the Tender.
2. Thabazimbi Municipality does not bind itself to accept the lowest tender reserves the right to accept the whole or part of the Tender and reserves not to appoint.

3. The Bid validity shall be 90 (Ninety) days from the date of closure.
4. Bidders must provide proof of the following to avoid disqualification : Valid CSD report not older than three (3) months , SAPS certificate , ID copy Copies of all directors , statements of municipality rate and taxes for both company and director(s) (not older than 3 months)/ letter from traditional authority not older than 3 months/ lease agreement , key personnel/ personnel/service team's experience (attach certified copies of qualification and CV;CK/Company registration valid tax pin, proof of work experience (attach relevant appointment letter).All the relevant returnable documents are attached to the document.
5. The minimum score for functionality will be as stated above and bidders who score below will not be evaluated further on price and specific goals specified for the tender.
6. Document availability – 30 July 2026

- Pay the non-refundable **R 6 003, 00** tender fee into the municipal account:

- Account Name: **Thabazimbi Local Municipality**
- Bank Name: **ABSA**
- Account Number:**159000 0009**
- Branch Code:**631005**
- Reference: **[Insert Tender Number or Bidder Name]**

- Tender document to be downloaded on the website and payment receipt (Proof of payment) to be attached on the document
- Failure to attach the proof of payment may result in disqualification.
- **Tender documents can also be obtained from the following websites.**

- **Municipal Website**
- **E-Tender Publication Portal**

NB: Failure to attach the proof of payment may result in disqualification. We apologize for any inconvenience caused and appreciate your understanding.

Mr. GC Letsoalo (CA) SA
MUNICIPAL MANAGER

COMPLIANCE CRITERIA REQUIREMENTS:

- All bidders must attend the compulsory briefing session
- Company registration certificate
- Original valid tax clearance pin
- Valid Public liability insurance of R 18 000 000.00
- Valid Professional indemnity of R 15 000 000.00
- SANAS approved BBB-EE certificate/ consolidated B-BBEE certificate for J/V
- Power of attorney/ letter of authority for signatory in a company letter head
- Joint venture agreements where applicable
- Certified ID copies of the All directors/ members/ proprietors not older than three months
- 6EP OF HIGHER CIDB grading certificate/ Consolidate CIDB certificate for Joint ventures
- Valid LIMLANGA CLUSTER ESKOM Electrification Approval Design Letter for Consultant.
- Valid Letter of Good Standing (COIDA)
- Statement of Municipality Accounts as proof of residential address, if leasing, provide the lease agreement or a letter from traditional authority in case of a non-rateable area for the business and all company directors (Not older than three months).
- Valid CSD report (Printed between the date of advert and closing date)
- Proof of work experience (attach BOTH appointment letters and completion certificates for each project for functionality stage)
- Organogram that clearly demonstrates personnel position
- Key personnel experience (attach CV, Certified qualifications, ECSA & ESKOM AUTHORISATION/ORHVS and ID Copies for functionality stage).
- Signing of form of offer in words and numbers
- Signing of declaration of interest
- Letter of Intent to provide guarantee from FSB & NCR registered entities
- Three year audited/ Reviewed AFS
- Signing of all MDB Forms
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- Completed and signed certificate of independent bid determination (MBD9).

Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R0.00 and up to R50 million.

The 20 specific goals will be allocated as indicated in the table below:

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race:

Black-owned	Number of points on 80/20 points system	Required Proof
51-100%Black-owned enterprise	8	CSD Report and ID Copy
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21-30% Black-owned enterprise	2	CSD Report and ID Copy
0-20% Black-owned enterprise	1	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender:

Women-owned	Number of points on 80/20 points system	Required Proof
51-100% Women-owned enterprise	4	CSD Report and ID Copy
31-50% Women-owned enterprise	3	CSD Report and ID Copy
11-29% Women-owned enterprise	2	CSD Report and ID Copy

1-10% Women-owned enterprise	1	CSD Report and ID Copy
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Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability:

Disability-owned	Number of points on 80/20 points system	Required Proof
51-100% Disabled-owned enterprise	4	ID Copy, CSD Report and medical certificate
31-50% Disabled-owned enterprise	3	ID Copy, CSD Report and medical certificate
11-29% Disabled-owned enterprise	2	ID Copy, CSD Report and medical certificate
1-10% Disabled-owned enterprise	1	ID Copy, CSD Report and medical certificate

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of youth:

Youth-owned	Number of points on 80/20 points system	Required Proof
51-100% Youth-owned enterprise	4	CSD Report and ID Copy
31-50% Youth-owned enterprise	3	CSD Report and ID Copy
11-29% Youth-owned enterprise	2	CSD Report and ID Copy
1-10% Youth-owned enterprise	0	CSD Report and ID Copy

THABAZIMBI LOCAL MUNICIPALITY



BID NO: TECH/03/2026-27

**PROVISION OF PROFFESIONAL AND CONSTRUCTION SERVICES FOR
ELECTRIFICATION OF 500 HOUSEHOLDS AT REGOROGILE EXTENSION 8
(TURNKEY PROJECT)**

Part C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

- a) The Service Provider is required to provide the Works in accordance with the Scope of Work, which encompasses all things necessary and incidental to completing the Works.
- b) All unskilled labour to be hired from the village.
- c) The quantities for work accepted and certified for payment will be used for determining payments due to the Service Provider in accordance with the rates included per item in the Pricing Schedule and the final working construction bill of quantities after detailed design approval. Certification and payment of all amounts due to the Service Provider shall be subject to the Conditions of Contract and the Contract Data.
- d) The payment for work performed in respect of activities or items deemed to be covered by Provisional Sum amounts, Prime Cost amounts or Lump Sum totals included in the Pricing Schedule(s) will be addressed strictly in accordance with the provisions of the Conditions of Contract and the Contract Data.
- e) Contract price adjustment shall be strictly in accordance with the provisions of the Conditions of Contract and the Contract Data.
- f) Changes to the Scope of Works will be managed in strict accordance with the Conditions of Contract. In the event of such changes resulting in additional work and commensurate change of pricing, the prices included in the Pricing Schedule(s) will be used as a basis for assessment of payment for such additional work that may have to be carried out.
- g) The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) are to be read in conjunction with the Pricing Schedule(s).
- h) Unless otherwise stated, items are measured nett in accordance with the final drawings, and no allowance is made for waste.
- i) The prices and rates to be inserted in the Pricing Schedule(s) are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- j) The measurement and payment clause of each particular specification, read together with the relevant clauses of the project specification, set out what ancillary or associated activities are included in the rates for the operations specified.
- k) Descriptions in the Pricing Schedule(s) are abbreviated. Should any requirement of the measurement and payment clause of the applicable standardised specification, or the project specification, or the particular specification(s) conflict with the terms of the schedule, the requirement of the standardised, project or particular specification, as applicable, shall prevail.

- l) The Pricing Schedule(s) may make reference to specification documents in which further information regarding the schedule items can be found. These document references are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents.
- m) It will be assumed that prices included in these Pricing Schedule(s) 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 or www.iso.org for information on standards*).
- n) Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items
- o) A price or rate is to be entered against each item in the Pricing Schedule(s), whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule(s). A single lump sum will apply should a number of items be grouped together for pricing purposes.
- p) The units of measurement described in the Pricing Schedule(s) are metric units. Abbreviations used in the Pricing Schedule(s) are as follows:

ha	=	hectare	h	=	hour
kℓ	=	kilolitre	kg	=	kilogram
km	=	kilometre	kW	=	kilowatt
km-pass	=	kilometre pass	MN	=	MegaNewton
kPa	=	kilopascal	MN.m	=	MegaNewton-metre
ℓ	=	litre	%	=	per cent
m	=	metre	PC sum	=	Prime Cost sum
mm	=	millimetre	Prov sum	=	Provisional sum
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	R/only	=	Rate only
m ³	=	cubic metre	sum	=	lump sum
m ³ .km	=	cubic metre-kilometre	t	=	ton (1 000 kg)
MPa	=	Megapascal	W/day	=	Work day

- q) Pricing for excavation (earth trenches, road crossings or other excavation) shall include setting out of excavations, determining of the levels to which the excavation has to be excavated, sifting of the excavated material to comply with the requirements for suitable backfilling material and the tidying of the site. Compaction of pole hole backfill shall be to the latest ESKOM specification DSP 34-1657.
- r) Pricing for the supply and installation of sleeves/ducts/pipes for road crossings shall include supply and installation thereof, as well as the supply of approved backfill material and compaction to the desired standard.
- s) Pricing for suitable backfilling material to replace unsuitable material shall include the sourcing, transport and loading of the material, the placing in the excavation and the compaction thereof.

- t) Pricing for the removal of unsuitable backfilling material shall include the loading, transport, offloading and dumping of the material in a site to be identified by the Contractor to the approval of the Engineer.
- u) The Contractor shall acquaint himself with the nature of the site for the works before submitting his tender and the submission of a tender shall be deemed to be an acknowledgement by him that he has done so.
- v) Those parts of the contract to be constructed using labour-intensive methods have been marked in the Pricing Schedule(s) with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
- w) Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- x) The Pricing Schedule(s) must be completed in accordance with the above and the total carried forward to the tender form C1.1 (Form of Offer).
- y) The tenderer/supplier/bidder shall ensure that all items are priced, including "Rate Only" Items. The tenderer/supplier/bidder shall ensure that the rates for each item are for the complete product/item and that THABAZIMBI LOCAL Municipality reserves the right to omit any of the items and to increase or reduce the quantities for any item during the contract. Should the tenderer/supplier/bidder discover an item which he considers already covered in a previous item, the contractor shall indicate these items in his covering letter, but shall still price these items in full separately. THABAZIMBI LOCAL MUNICIPALITY shall have the right to omit these items. The tenderer/supplier/bidder shall further, should he come across duplicated items, or items he considers duplications, not split his rates between the duplicated items as these items may be omitted.
- z) The tenderer/supplier/bidder shall further ensure that all rates are quoted correctly for the correct equipment and materials as per the ESKOM Limpopo Operating Unit requirements, DRAWINGS and SCHEDULES and that offer is considered complete and for the complete and successful completion of the project and to the satisfaction of ESKOM and THABAZIMBI LOCAL MUNICIPALITY.

C2.1 PROFESSIONAL FEES

Type of contract	Recommended usage	Advantages / disadvantages
Lump sum (fixed price) contract Payment is linked to outputs (deliverables).	Use in assignments where the content and duration of the services and the required outputs are clearly defined.	Contracts are easy to administer as they are linked to deliverables.

The Engineering Council of South Africa (ECSA) as empowered through the Engineering profession Act 46/ 1000, after consultation with the voluntary associations, representatives of service providers and clients in the public and private sector, has published the Guideline Professional Fees (Scope of services and tariff of fees for Persons registered in terms of the Engineering Profession Act, 46/ 1000).

The ***“Guideline Professional Fees (Scope of services and tariff of fees for Persons registered in terms of the Engineering Profession Act, 46/ 1000)”***, published as Board Notice 783 of 16 May 2025 (*Government Gazette Number 52691*) must be used by the Bidder to estimate/ calculate their professional fees for services to be rendered in accordance with the Scope of Work in **Part C3**.

C2.1.1 Activity Schedules / Schedules of Prices

C2.1.1.1 Normal Services

- Fees below must be calculated in accordance with the Government Gazette no. 52691: Guideline Professional Fees (Scope of services and tariff of fees for Persons registered in terms of the Engineering Profession Act, 46/ 1000), based on the cost of works under the Electrical Engineering Services pertaining to Engineering Projects.

Primary Fee (P)	R
Secondary Fee (S)	R
Sub Total A (P+S)	R
MULTIPLY by Factor	1.25
Sub Total B	R
LESS: Discount (Indicate percentage)%	R
TOTAL (Excl VAT)	R (C.2.1.1.1)

Note: - Professional fees will be fixed as per offered amount.

C2.1.1.2 Expenses and Costs

A Consulting Engineer may recover from the Client:

- All expenses incurred in rendering their services (Travelling, production of documents, copying, etc)
- All other costs incurred on behalf of and with approval of Client

These additional expenses and costs (Disbursements) will be paid to the Consulting Engineer but must not exceed **10%** of the Fees for normal services.

DESCRIPTION	AMOUNT
Estimated Disbursements	
TOTAL (Excl VAT)	R (C.2.1.1.2)

Note: A separate breakdowns Calculation Sheet must be attached by the Bidder.

C2.1.1.3 Additional Services

A separate detailed quote for only the necessary additional services must be attached to this Bid.

The possible additional Services for this project are:

DESCRIPTION	AMOUNT
Topographical/ Land Survey (LimLanga Cluster approval)	R
Geotechnical Investigations	R
Environmental Impact Assessment (EIA)	R
Occupational Health and Safety Agent	R
Construction Monitoring (Level 3)	R
TOTAL (Excl VAT)	R (C.2.1.1.3)

Note: Construction Monitoring is expected at Level 3 as described in the ECSA guidelines and

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at an additional cost to the Client.

SUMMARY	
Normal Services (C.2.1.1.1)	R
Expenses and Costs (Disbursements) (C.2.1.1.2)	R
Additional Services (C.2.1.1.3)	R
SUB TOTAL	R
ADD 15% VAT	R
TOTAL (Professional Fees + Disbursements + Additional Services)	R

NB Total Price including 15% VAT for Professional fees, Disbursements and Additional Services is to be added to CONSTRUCTION COSTS TOTAL including 15% VAT (Section C2.2). The total of Professional fees/Disbursements/Additional Services + CONSTRUCTION COSTS ALL 15% VAT INCLUSIVE is to be completed in Section “C1.1: Form of Offer and Acceptance”:

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C2.2 CONSTRUCTION BILL OF QUANTITIES.

It is understood that the bill of quantities for the turnkey electrification project cannot be produced at this tender stage. Bidders, for purposes of pricing the construction costs are therefore to provide a **CONSTRUCTION COST PER CONNECTION** and give the total construction costs for 600 household connections as an offer.

It is understood that the bill of quantities can only be produced when the designs are done by the turnkey consulting engineer. Notwithstanding this, Bidders attention is brought to the fact key sections of the bill of quantities after design shall be as per table below. Bidders accept that his/her offered **CONSTRUCTION COST PER CONNECTION** and hence **TOTAL CONSTRUCTION COSTS FOR 500 HOUSEHOLDS** comprises all sections as documented in the table below.

Table C.2.2a

ELECTRIFICATION OF 600 HOUSEHOLDS IN REGOROGILE EXTENSION 8						
SUMMARY						
Item	Description	Amount / Rands		Total Price (Rand)	LI (Labour Intensive Activities)	Remarks
		Materials	Labour			
A	Preliminaries & General					
B	Compliance with OHS Act					
C	Pegging out the works					
D	Digging Holes (MV & LV)				LI	MV & LV is 11kV/22kV and 231V/400V respectively
E	Plant poles (MV & LV)				LI	MV & LV is 11kV/22kV and 231V/400V respectively
G	MV Structures Three Phase					MV is 11kV/22kV ESKOM approved structures
H	MV Stays					MV is 11kV/22kV ESKOM approved material
I	LV Structures					LV is 231V/400kV ESKOM approved structures
J	LV Stays					LV is 231V/400V ESKOM approved material
K	Service Boxes					LOU ESKOM approved pole top boxes and accessories
L	Stringing					11kV/22kV ESKOM approved conductors + hardware
M	Transformer Installation					ESKOM specification and approved transformers
N	LV Protection					ESKOM specification and approved fuses
O	Installation Earthing				LI	ESKOM approved standard ie max30ohm and max 70ohm for MV & LV Respectively
P	Pole Numbering				LI	ESKOM specification
Q	Commissioning					ESKOM specification
R	Other					Live works to be planned for
S	House Connections					ESKOM approved suppliers for smart meters, ready boards, data concentrators and kiosks,
T	Excavate and plant poles				LI	Eskom approved 5m, 7m, 9m and cross arms
U	Conductor					ESKOM approved air dac + accessories
SUBTOTAL A EXC 15% VAT						
ADD 15% VAT						
TOTAL INC. 15% VAT						

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Witness 2

Table C.2.2b

Item	Description	Unit	Quantity	Rate (R)	Total Amount (R)
1	Construction cost for electrification of 500 households	e.a	500		
2	ADD 15% VAT				
3	TOTAL CONSTRUCTION COSTS FOR 600 Households including 15% VAT				

Table C.2.2c

Item	Description	Unit	Quantity	Total Amount (R) including 15% VAT
1	Total Construction cost for electrification of 500 households	sum	1	
2	Professional Fees + Disbursements + Additional Services	sum	1	
3	TOTAL PROJECT COST FOR TURNKEY SERVICES			

TOTAM AMOUNT TO BE CARRIED OVER TO FORM OF OFFER AND ACCEPTANCE C1.1

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Employer

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THABAZIMBI LOCAL MUNICIPALITY



BID NO: TECH/03/2026-27

**PROVISION OF PROFFESIONAL AND CONSTRUCTION SERVICES
FOR ELECTRIFICATION OF 500 HOUSEHOLDS AT REGOROGILE
EXTENSION 8 (TURNKEY PROJECT)**

Part C3: SCOPE OF WORK

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C3.1 PROJECT DESCRIPTION AND BACKGROUND

Thabazimbi Local Municipality has a village named Regologile Extension 8 that has about 500 households that need to be electrified as part of its service delivery mandate to enhance the socio-economic status of the community. The project is to be implemented as a turnkey. The scope of works entails:

Electrification of 500 households in Regologile Extension 8. The village is in the ESKOM Area of supply within the Thabazimbi Local Municipality. Design and construction works are therefore to be done in compliance with ESKOM standards, drawings and specifications.

The project will be implemented for a duration of 24 months.

C.3.1.1 CONSTRAINTS WITH EXECUTION OF WORKS.

Grant funding is provided by the National Treasury through Department of Electricity and Energy under the Integrated National Electrification Programme. The funding will be allocated for the two financial years: 2026-2027FY & 2027- 2028 FY.

Bidders are therefore requested to factor in their rates and hence the tender price offer, the understanding that funding of the project shall be over two financial years. The price offered by bidders at tender is therefore fixed for the scope of electrification of 500 households and for the duration of the contract. The awarded contractor is therefore to plan his work during execution taking into consideration the funding of the project over two financial years. In submitting or responding to this tender under the above mentioned financial constraints, bidders are acknowledging the project risk and do acknowledge that responsibility and costs for provision of site security, should there be any site-de establishment required by the bidder after exhausting the 2026-27 allocated budget, rests with the bidder and that such costs have already been factored in the offered tender price as written in the **Form of Offer and Acceptance C1.1**.

C3.2 OBJECTIVE

The Municipality is mandated to address municipal infrastructure backlog by maximizing projects implementation effectively and efficiently.

The main objective for this project is to electrify households in Regologile Extension 8.

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Witness 1

Witness 2

C3.3 PROJECT LIFE CYCLE

Number Stage	Name of Stage	Deliverables
Stage 1	Inception: Developing a business case Conduct feasibility study Identify project stakeholders	Inception report with scope definition as found on site.
Stage 2	Preliminary Design: Preliminary design based on mapping of the electrification area in Regorogile Extension 8.	TLM seeks to appoint a Turnkey (design and electrify) service provider to conduct preliminary designs and relevant specialist studies.
Stage 3	Designs: Development & Approval of designs	The appointed service provider will commence with detailed designs once preliminary designs are approved by TLM
Stage 4	Construction / Monitoring and Supervision	Construction of electrical infrastructure as per ESKOM approved designs and standards. Consultant to monitor construction and provide management services to produce minutes of technical and site progress meetings and monthly reports as required by Department of Electricity and Energy and TLM.
Stage 5	Energizing of Village	Production of Updated ENS Diagram(s), As Built Drawings, Signed off ESKOM Handover Completion Documents, ESKOM PCS files, commissioning household meters.
Stage 6	Close out	Project handover to TLM

C3.4 SCOPE OF SERVICES

The scope of works for the project will consist of the following:

C3.4.1 Consulting Scope

Inception

This Stage includes the following:

- Assist in developing a clear project brief
- Attend project initiation meetings
- Advise on the rights ,constraints, consents and approvals
- Define the scope of services and scope of work required
- Conclude the terms of the agreement with the client

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- Determine the availability of data, drawings and plans relating to the project
- Advise on criteria that could influence the project life cycle cost significantly
- Provide necessary information within the agreed scope of the project to other consultants
- Prepare, co-ordinate and monitor a project initiation programme.

Deliverables will typically include:

- Agreed scope of services and scope of work
- Scope of work sign off
- Report on project, site and functional requirements.
- Schedule of required surveys, tests, analysis and other investigation
- Schedule of consents and approvals
- Project initiation programme
- Record of all meetings
- Schedule of consents and approvals

C3.2.2 Concept and Viability (Preliminary Design Stage)

This Stage includes the following:

- Agree documentation programme with principal consultant and other consultants involved (*where applicable*).
- Attend design and consultants meeting
- Prepare initial concept design and related documentation
- Establish the concept design criteria
- Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- Establish regulatory authorities requirements and incorporate into the design.
- Refine and access the concept design to ensure conformance with all regulatory requirements and consents.
- Establish access, utilities, services and connections required for the design.
- Coordinate design interface with other consultants involved.
- Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and life cycle costs as required
- Liaises, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Deliverables will typically include:

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Witness 2

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Witness 1

Witness 2

- Concept Design
- Schedule of required surveys, tests and other investigations and related reports
- Process Design
- Preliminary Design
- Cost Estimates as required

C3.2.3 Design Development (Detailed Design Stage)

This Stage will include the following:

- Review documentation programme with principal consultant and other consultants involved.
- Attend Consultants design meetings
- Incorporate clients and authorities detailed requirements into the design
- Incorporate the other consultants design and requirements into the design
- Prepare design development drawings including draft technical details and specifications.
- Review and evaluate design and outline specification and exercise cost control.
- Prepare detailed estimates of construction costs.
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval.

Deliverables will typically include:

- Design development drawings
- Outline specifications
- Local and other authority submission drawings and reports
- Detailed estimates of construction costs.

C3.2.4 Contract Administration and Inspection

This stage includes the following:

- Attend site handover.
- Issue construction documentation in accordance documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specification of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed vacations for client decision making.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Attend regular site, technical and progress meetings.
- Inspect works for conformity to contract documentation.
- Adjudicate and resolve financial claim by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued to the Client.
- Witness and review of all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design intent.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operations and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arranging for the delivery of all test certificates, including the Electrical Certificates of Compliance, statutory and other approvals, as built drawings and operating manuals.

Typical deliverables will include:

- Schedules of predicted cash flow.
- Construction documentation.
- Drawing register.
- Estimates for proposed variations.
- Contract instructions.
- Financial control reports.
- Valuation for payment certificates.
- Progressive and draft final account(s).
- Practical completion and defects list.
- Electrical Certificate of Compliance.

C3.2.5 Close out.

This Stage includes the following:

- Inspect and verify the rectification of defects.
- Receive, comment and approve relevant payment valuations and completion certificates.
- Prepare and/or procure operations and maintenance manuals, etc
- Prepare as-built drawings and documentation required.
- Conclude the final accounts where relevant.

Typical deliverables will include:

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Valuations for payment certificates.
- Works and final completion lists.
- Operations and maintenance manuals, etc
- As-built drawings and documentation.
- Final accounts.

C3.3 ADDITIONAL SERVICES

The Consulting Engineers shall provide or arrange or procure the delivery of the following additional services (*where necessary and as agreed with the Client*):

- 7.1 Services on a time and cost basis
- 7.2 Wayleaves and servitudes
- 7.3 Valuations (for purchase, sale or leasing)
- 7.4 Negotiation and arranging diversion of services (not forming part of the works)
- 7.5 Obtain formal approval from Government Departments/Public Authorities
- 7.6 Topographical Survey
- 7.7 Geotechnical Investigations
- 7.8 Environmental Surveys (EIA)
- 7.9 Water Use Licensing (WUL)
- 7.10 Setting out and/or staking of the works
- 7.11 Preparation of drawings for manufacture/fabrication and/or installation
- 7.12 Inspection, checking or review of designs prepared by others
- 7.13 Advance ordering or reservation of materials
- 7.14 Preparation of detailed operating and maintenance manuals
- 7.15 Travel time and expenses for off-site expenses
- 7.16 Work and services related to targeted procurement
- 7.17 Construction monitoring (Cl. 3.3.2):
 - (a) Resident Engineer
 - (b) Assistant Resident Engineer
 - (c) Clerk of works
- 7.18 Occupational Health & Safety (Cl. 3.3.3)
In accordance with the Occupational Health and Safety Act 85 of 1993 and the Construction Regulations promulgated in terms of the Act

C3.4

DESIGN STANDARDS

The design standards which will apply to this project are as follows:

- ESKOOM Standards
- SANS Standards (1200)
- COLTO

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Witness 2

Employer

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Witness 2

- EPWP and Labour-Intensive methods must also be considered.

C3.4.2 Construction scope

- The contractor produces and submits a quality plan and construction program to the employer within one week of acceptance of appointment. The construction program will be in Gantt chart format.
- The contractor provides all plant, materials, equipment and labour for the whole of the works, which includes:

1. 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 transportation of excess material not used, back to the stores.

2. Permanent work

- 2.1 Position all poles and any stays associated with a particular structure, using the services of an Eskom approved registered surveyor.
- 2.2 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.
- 2.3 Install MV and LV stays in accordance with the distribution standard.
- 2.4 Assemble the MV structures as well as the Arial Bundle Conductor LV structures according to the distribution standards. Wooden poles of 7m, 9m and 11m are used and structures are single-pole design.
- 2.5 Assemble and install the MV links according to distribution standards.
- 2.6 Run out and string bare overhead line conductor (ACSR), code name FOX, and 2, 3 and 4 core 35mm² / 70 mm² ABC.
- 2.7 Install the transformers, including MV surge arrestors, LV fuse protection units. Pole mounted 22kv/415V three phase transformers of preferred size 100kVA, 50kVA and 32kVA SABS 780 are used.
- 2.8 Excavate trenches to a depth of at least 500mm for type MV and LV three-point star earth electrodes, install electrodes and backfill and compact on completion.
- 2.9 Install split meter pole top distribution boxes complete with one pigtail bolt and one eyenut per distribution box.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.10 Connect pole top boxes to LV feeders with phasing as indicated on drawing.
- 2.11 Test and commission infrastructure.
- 2.12 Excavate 5 m and 7m pole holes where 5m and 7m service poles are necessary, erect 5m and 7m wooden poles, backfill and compact pole in layers of 300mm.
- 2.13 Install meters on pole boxes outside of house, plugs and keypad in houses.
- 2.14 Connect meters to split meter pole top boxes via overhead air dac, according to Distribution standard.
- 2.15 All materials must be brand new.
- 2.16 Test and commission house connections and issue coc's. Capture all connections on cordaptix prepaid bulk uploads; fill in connection slips in full.
- 2.17 The work will be taken over by the Eskom on completion.

3. Definition of completion

The works are to be completed in accordance with the specifications in all respect and taken-over by Eskom, except cleaning of the site and breaking of camp which may be done within 1 week after completion.

C3.5 TYPE OF CONTRACT

The project will be implemented on a turkey contract basis, and the type of contract is **General Conditions of contract for Construction works (GCC 2015 3RD Edition)**.

C3.6 DURATION OF PROJECT

The project will be implemented for a period of 24 months.

C3.7 CIDB GRADING

Class of work according to scope of work: Electrical Engineering Infrastructure (EP)

C3.7.1 Applicable CIDB grading: 6EP OR higher

The grading for the project will be: 6EP or higher in line with the scope of work and project budget.

DESIGN STANDARDS AND SPECIFICATIONS

All standards and or specification listed above shall be accessed by prospective tenderers on the ESKOM

Consultant

Witness 1

Witness 2

Employer

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website www.scot.eskom.co.za. Consultants and Contractors shall be responsible for accessing for themselves the above mentioned standards.

C3.8 CONSTRUCTION WORKS SPECIFICATIONS

All work shall be in accordance with the relevant specified specification.

All labour cost shall be included in quoted rate.

3.8.1 PRELIMINARIES

All preliminaries and generals shall be listed and documented as per standard bill of quantities for electrification projects.

3.8.2 TRANSPORT

- The specific contractor shall supply, transport and off-load all material on the site.
- No additional transport charges will be entertained, except for municipality provided materials.

3.8.3 PEGGING OUT THE WORKS

- The contractor shall deliver the completed work in accordance with the specifications and to the total satisfaction of Thabazimbi Local Municipality and/or Eskom in regard to the clarity, quality accuracy and neatness.
- Reporting any incident pertaining to the environment, wild life, accidents and damages to property. The routes of the power lines shall be pegged such that the said lines can be erected in strict accordance with the code of practice for overhead power lines and the specifications of the relevant sections of the occupational health and safety act, act 85 of 1993, and any regulations which may apply.
- The contractor shall obtain permission from the property owners to clear Bush and/or trees before any work is carried out.
- The contractor shall open a "line of sight" for survey purposes only for Surveying LV routes. For surveying mv feeder routes the clearances shall comply with the relevant standards.
- Cost to include for all bush clearing and/or tree felling to adhere to f).
- The contractor shall repair all fences damaged by him to the satisfaction of the property owner.
- The contractor shall set out the line route with its angle, tee-off, terminal and transformer pole positions in accordance with the stipulated route.
- The contractor shall peg the pole, stay and/or strut positions at each bend, tee-off and transformer point.
- The contractor shall peg on-line positions between points. It is important to take note of topographical features in the positioning of pole, stay and/or strut positions. All deviations should be referred back to the project engineer.
- The contractor must return at least one township layout plan with the Medium voltage and low voltage "as-



Consultant



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Witness 2



Employer



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pegged" lines indicated in different colours.

3.8.4 DIGGING HOLES

- The contractor shall provide all trenching, excavation of pole and stay holes, bedding material, back filling and surface reinstatement as required.
- Pole holes shall be dimensioned as per drawing DDT-0332.
- Stay holes shall be dimensioned as per drawing DDT-0350.
- All excavations shall be kept covered or barricaded, if not attended to, in a manner accepted by Eskom to prevent injury to people or livestock.
- The contractor must allow for all soil conditions in his tender price. No additional payments will be considered.
- Risk of collapse and keeping excavations free of water shall be included in the quoted rate.

3.8.5 POLES

- All poles shall be positioned plumbed vertical in the center of the excavations viewed from any direction.
- Planting of poles and backfilling of holes shall be in accordance with SCSSCAA01.

3.8.6 MV STRUCTURES

- Supplying and installing all hardware according to the relevant structure drawings.

3.8.7 MV STAYS

- Supply and install complete stay assembly according to relevant structure drawing.
- Planting of stays and backfilling of holes shall be in accordance with SCSSCAA01.
- Risk of collapse and keeping excavations free of water shall be included in the quoted rate.
- All stays shall be planted with the relevant stay plates fitted on the stay rod.
- The stay plate shall be placed up against undisturbed soil on the pole side of the hole, the hole shall be backfilled and compacted in layers of 250mm.
- Struts shall be fitted with barbed wire anti climbing devices.

3.8.8 LV STRUCTURES

- Supplying and installing all hardware according to the relevant structure drawings.
- All in accordance with Eskom's distribution construction standards.
- LV ABC fittings shall conform to SCSSCAAL4.
- Non-tension phase connections on ABC shall be made using a 95/35 - 95/35 IPC in accordance with D-DT-3039 (PART 9).
- Non-tension neutral connections on ABC shall be made using one h crimp in accordance with D-DT-3019



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(PART 9) per connection.

- The ABC shall be connected to the pole-top distribution box using 1 X 35 - 95/6-25 IPC (refer to D-DT-3039 (PART 9)) for phase connections and 2 X 35-95 (PG)/6-25 (IPC) (REFER TO D-DT-3039 (PART 9)) for neutral connections; or
- The connector housing shall be made entirely of weather resistant plastic materials. No metallic parts outside the housing will be accepted (except for the tightening bolt).
- The tightening bolt shall incorporate an over torque shearing head which will allow a clamping torque in conformity with the manufacturer's recommendations, without the use of any special tools.
- No energized parts shall be exposed or accessible by the operators during installation.
- All mounting hardware shall comply with the Eskom distribution standard for bare neutral ABC.
- Suspension bracket max. Vertical load - 700 DAN
- Strain clamps max. Horizontal load - 1500 DAN
- Brackets are to be manufactured from corrosion resistant materials. Galvanized steel brackets are not acceptable.
- Cable ties in accordance with D-DT-3075 shall be used to avoid loosening the bundle at all structures including transformer structures. the general positions of cable ties are shown on the relevant structure drawings. additional ties shall be fitted as required.
- On all bare neutral ABC systems, the neutral shall be insulated from the strain clamp to the transformer connection with a UV protected covering. Refer to D-DT-3127.
- All ABC tails or ends shall be sealed using end caps.

3.8.9 LV STAYS

- Supply and install complete stay assembly according to relevant structure drawing.
- Planting of stays and backfilling of holes shall be in accordance with SCSSCAA01.
- Risk of collapse and keeping excavations free of water shall be included in the quoted rate.
- All stays shall be planted with the relevant stay plates fitted on the stay rod.
- The stay plate shall be placed up against undisturbed soil on the pole side of the hole, the hole shall be backfilled and compacted in layers of 250mm.
- Struts shall be fitted with barbed wire anti climbing devices.

3.8.10 SERVICE BOXES

- Supply and install split meter pole-top distribution box complete with tails, stainless steel strapping and connectors to ABC
- The pole-top distribution box shall be in accordance with 34-2024.
- The pole-top box shall be connected so that the loads are, as far as practicable, balanced across phases

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with reference to the lv distributor. (see phasing on design drawing).

- The pole-top box shall be secured to the pole using stainless steel strapping D-DT-3131.

3.8.11 STRINGING

- All stringing shall be done according to the approved sag and tension charts.
- The contractor shall provide suitable dynamometer sighting rods or other approved apparatus necessary for proper checking of the work.
- Dynamometers shall be calibrated in KG or KN.
- All joints and connections shall be the compression type and shall comply with the requirements of SCSSCAAG5:
- Only persons who have passed Eskom approved compression jointing training and have proof of this are permitted to perform this work on the Eskom network.
- No joints shall be placed in crossing spans.
- Joints shall, as far as possible, be made in the middle third of a span. No joint shall be placed within 20m of a structure.

3.8.12 TRANSFORMER STRUCTURES

- Supplying and installing all hardware according to the relevant transformer structure drawing.
- Supply all equipment to install the transformer.
- Connection of transformer onto mv overhead line via relevant crimps.

3.8.13 INSTALLATION EARTHING

- Transformer Earthing (electrode details and resistivity values) shall be in accordance with SCSASAAL9, distribution standard, part 2. (Earthing standard)
- Tendered rate shall include for excavation of cable trenches in all types of
- Material, and shall include for backfilling of trenches in layers of 250mm.

3.8.14 POLE NUMBERING

- Supplying and installing all tags, punches and equipment to install mv and lv pole numbering.
- All labelling and marking in accordance with ESKASAAN0.
- MV and LV poles shall be numbered as indicated on the design drawing.

3.8.15 COMMISSIONING INFRASTRUCTURE

- Infrastructure to be commissioned according to SCSASABZ1.

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- Handing over and documentation to be completed per transformer zone.
- Contractor to supply all test equipment necessary for testing of infrastructure.
- Contractor to timeously arrange for outages for commissioning purposes.

3.8.16 OTHER

Morsdorfe fuse assembly installation shall include:

- The lv fuse units shall be positioned in a way that facilitates ease of operation from ground level using a link stick with the appropriate attachments.
- The units shall be placed below the lv conductor and the position shall also allow for future lv units to be installed where upgrading of the network is anticipated.
- The transformer structure drawing D-DT-0309 indicates proposed fuse unit positions for up to 4 units. Typically, two lv feeders can be fed from one fuse unit.

Cut-out fuse assembly installation

- Supplying and installing all material and equipment necessary to provide a complete fuse assembly installation according to the relevant distribution drawing.

Site Establishment to Include:

- a) Site office
 - The contractor shall provide onsite a minimum of 1(one) well illuminated, insulated and ventilated site office. This site office shall be painted inside and outside and shall be of sufficient size and adequately furnished to ensure proper administration of this works. This site office will be utilized by the employer or his authorized representative supervisory staff.
 - One site office shall be of sufficient size to accommodate site meetings and to keep all drawings and documents needed for the works. A proper and updated indication of progress will be done on the layout plans and program for each site meeting.

Site office 3m x 6m (minimum) furnished with the following:

2 x table 1,6m x 1,2m 16 x chairs

1 x pin board 1,6m x 1,2m 1 x lockable filing

cabinet 1 x toilet (chemical)

- Provision shall be made for a suitable water supply, sanitary facilities and first aid facilities at the site office. The contractor shall ensure a means of communication between the site office and Project Managers office.
- The contractor shall provide a fenced-in yard for the whole of the contract period.
- The location of the site offices shall be determined on site in collaboration with the employer or his authorized representative. These site offices shall be removed by the contractor and the area cleared to the satisfaction of the employer or his authorized representative on completion of this works.
- Tenderers shall take note that the total cost involved in these site offices shall be included in the rate for site establishment offered
- Establishment of facilities on site such as plant, sheds, water, electricity, lighting, etc.

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- Removal of facilities from site after completion of work.
- Any additional cost deemed necessary by the contractor to comply to contractual requirements.

b) Store area

- The contractor shall provide onsite a suitable site store for the temporary storage of material and equipment.
- The location of the site store shall be determined on site in collaboration with the employer or his authorized representative.
- This site store shall be removed and the area cleared to the satisfaction of the employer or his authorized representative on completion of the works.
- The contractor shall provide a qualified store-man to receive and issue materials. This store-man shall maintain a proper administrative record reflecting all materials received and issued.
- Stock shall be taken of at the end of each calendar month and a full stock report shall be submitted to the employer or his authorized representative at the first site meeting following the end of a particular month.

c) Sample line board (n/a)

- The contractor shall build and provide onsite a sample line and material boards as specified in annexure a:
n/a
- Rate to allow for all material necessary to build sample line and material board.
- This sample line shall be removed and the area cleared to the satisfaction of the employer or his authorized representative on completion of the works.

d) Prepaid meter:

- All meters to be procured by the contractor at Eskom.
- Meter to be 20A or 60A PLC prepaid keypad split type meter
- All meters to be sourced from Eskom.

e) Meter base, plugs and u7 meter box:

- Meters to be mount on inside of customers house an approved U7 meter box.
- Contractor to supply and install meter box and ECU base and all mounting materials for fixing these to an outside wall of the customer's premises.
- Contractor to supply and install double plug outlet boxes according to specification. These plug boxes to be installed on inside wall of houses, next to the keypad on a rail.
- Contractor to supply all fixing materials necessary
- Contractor to supply and install all wiring and consumable necessary to electrically connect the meter, and the meter to the plug box.

Consultant

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- f) Overhead connection
 - Connections will be made overhead.
 - Contractor to supply and install all material necessary for a complete overhead connection to each dwelling.
 - Rate to include the supply of all material, installation of the material, stringing of the Airdac, connection of Airdac to meter base.

- g) Energize, Test and COCs of Installations
 - House connection to be commissioned and tested according to SCSASABZ1.
 - The contractor is to submit a copy of the certificate of compliance (coc) for each meter installed and tested to the project manager.
 - CRP data according to customer services department requirements and standards (refer to annexures C of SCSASABZ1) to be captured in electronic format (excel) after coc of installation has been issued, and submitted to the project manager monthly.

C3.9 CONSTRUCTION MATERIAL SPECIFICATIONS

Notes:

- The contractor shall supply all the material necessary to complete the construction of this project.
- The contractor shall transport and off-load all material from the Manufacturer to the construction camp.
- The contractor shall transport all equipment and material for the day's work from the construction camp and off-loads it at the specific pole position.

3.9.1 TRANSPORT

- The specific contractor shall supply, transport and off-load all material on the site.

3.9.2 PEGGING OUT THE WORKS

- The contractor shall supply all the equipment necessary for the pegging of the work.
- The contractor shall supply all the steel pegs and peg markers for the pegging of the work.

3.9.3 DIGGING HOLES

- The contractor shall supply all material and equipment necessary for the excavations of the pole and stay holes.
- The contractor shall transport all the material and equipment to and from the construction camp.

3.9.4 POLES

- Wood poles shall be used as the standard pole for reticulation through the town

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- Wood-poles shall have a fibre strength of at least 55 MPA and shall be in accordance with scsscaad7.
- Only poles from Eskom approved suppliers may be used.

3.9.5 MV STRUCTURES

- The contractor shall supply all the equipment necessary for dressing the structures according to the relevant distribution drawing.
- The contractor shall supply additional bolts with nuts and washers.
- Bolts, nuts and washers shall be hot dipped galvanized to specification.
- Bolts shall be to SABS 135 with a strength grade of 4.8.

3.9.6 MV STAYS

- The contractor shall supply all the equipment necessary for planting the stay
- Stay rods shall be M20 size with length 2.0m

3.9.7 LV STRUCTURES

- The contractor shall supply all the equipment necessary for dressing the structures according to the relevant distribution drawing.
- Connectors shall be of the insulation piercing type for main and tap conductors, except for the bare neutral when a double pg clamp will be utilized.
- The connector housing shall be made entirely of weather resistant plastic materials. No metallic parts outside the housing will be accepted (except for the tightening bolt).
- The tightening bolt shall incorporate an over torque shearing head which will allow a clamping torque in conformity with the manufacturer's recommendations, without the use of any special tools.
- No energized parts shall be exposed or accessible by the operators during installation.
- All mounting hardware shall comply with the Eskom distribution standard for bare neutral ABC.
- Suspension bracket max. Vertical load - 700 DAN
- Strain clamps max. Horizontal load - 1500 DAN
- Brackets are to be manufactured from corrosion resistant materials.
- Galvanized steel brackets are not acceptable.

3.9.8 LV STAYS

- The contractor shall supply all the equipment necessary for planting the stay
- Stay rods shall be M12 size with length 1.5m

3.9.9 SERVICE BOXES

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- The contractor shall supply the pole-top distribution box complete with tails, stainless steel strapping and connectors to ABC.
- The pole-top distribution box shall be in accordance with SCSSCAAH3.
- The pole top boxes shall be equipped with one 50A MCB

3.9.10 STRINGING

- All aluminum reinforced conductor to be Eskom marked conductor.
- All joints and connections shall be the compression type and shall comply with the requirements of SCSSCAAG5:

3.9.11 TRANSFORMER STRUCTURES

- The contractor shall supply all the equipment necessary for installing the transformer structure complete with transformer according to the relevant transformer structure drawing.

3.9.12 INSTALLATION EARTHING

- The contractor shall supply all the material necessary to install the complete earth as required in the relevant distribution drawing.

3.9.13 POLE NUMBERING

- The contractor shall supply all the tags, punches and nails to install the pole numbering

3.9.14 COMMISSIONING INFRASTRUCTURE

- The contractor to supply all material necessary to perform commissioning in accordance with SCSASABZ1.

3.9.15 EQUIPMENT LABELLING

- The contractor is to ensure that the applicable standards regarding the labeling of equipment and poles are adhered to.

3.9.16 DATA AND INFORMATION

- The contractor shall be responsible to submit the following data to the employer in the correct format.
- As-built drawings shall be according to land development department requirements and standards. The contractor shall forward the updated drawings to the design consultant or the Eskom project engineer (within one week after project completion) to be updated electronically. The project manager will ensure that the design consultant or the Eskom project engineer then forward the drawings to the relevant land development office (within two weeks after capturing by the contractor).



Consultant



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Employer



Witness 1



Witness 2

C3.10 PSC AND CLO INVOLVEMENT

A Project Steering Committee (PSC) will be established and is a vital means of communication between all parties involved with the project. The composition of the PSC comprises representation by the Employer, the Engineer and formal structures within the community.

The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organizations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labor is to be used and the employment of such labor is to be done in conjunction with the PSC.

The PSC shall appoint a Community liaison officer (C.L.O.) (which shall be remunerated under the contract) who shall be in full time employ of the contract. The duties of the C.L.O. shall consist inter alia of the following:

- To be available on site daily between the hour of 07:00 and 17:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 17:00 in the afternoon.
- To communicate daily with regard to number and skills, to facilitate in labour disputes and to assist in their resolution.
- To attend all meetings in which the community and/or labour are present or are required to be represented.
- To attend all PSC meeting to report on labour.
- To assist in the identification and screening of laborers from the community in accordance with the contractor's requirements.
- To advise and inform temporary laborers of their conditions of employment and to inform temporary laborers as early as possible when their period of employment will be terminated.
- To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- To keep a daily written record of his interviews and community liaison, labour force etc.
- To attend monthly site meetings and report in writing on labour and contract matters.
- Keeping a data base of available labour.
- All such other duties as agreed upon between all parties concerned.
- Compile a list of available skills in the area (skills audit)

Consultant

Witness 1

Witness 2

Employer

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C3.11 PROGRAMME AND TIMING

Upon acceptance of appointment the Consulting Engineer must submit their proposed programme of works which must not proceed for over 24 months (including Construction). The Consulting Engineers must indicate on their proposed programme of activities how they aim to achieve completion of the project within Twenty-Four months (24) months.

C3.12 APPOINTMENT OF SERVICE PROVIDER

Thabazimbi Local Municipality reserves the right to reject or accept any bid received. The successful Bidder will be informed in writing and will be requested to accept or reject the offer within a stipulated time.

C3.13 FORM OF AGREEMENT

A Service Level Agreement will be signed with the successful Bidder.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY



BID NO: TECH/03/2026-27

**PROVISION OF PROFESSIONAL AND CONSTRUCTION SERVICES FOR
ELECTRIFICATION OF 500 HOUSEHOLDS AT REGOROGILE EXTENSION 8
(TURNKEY PROJECT)**

Consultant

Witness 1

Witness 2

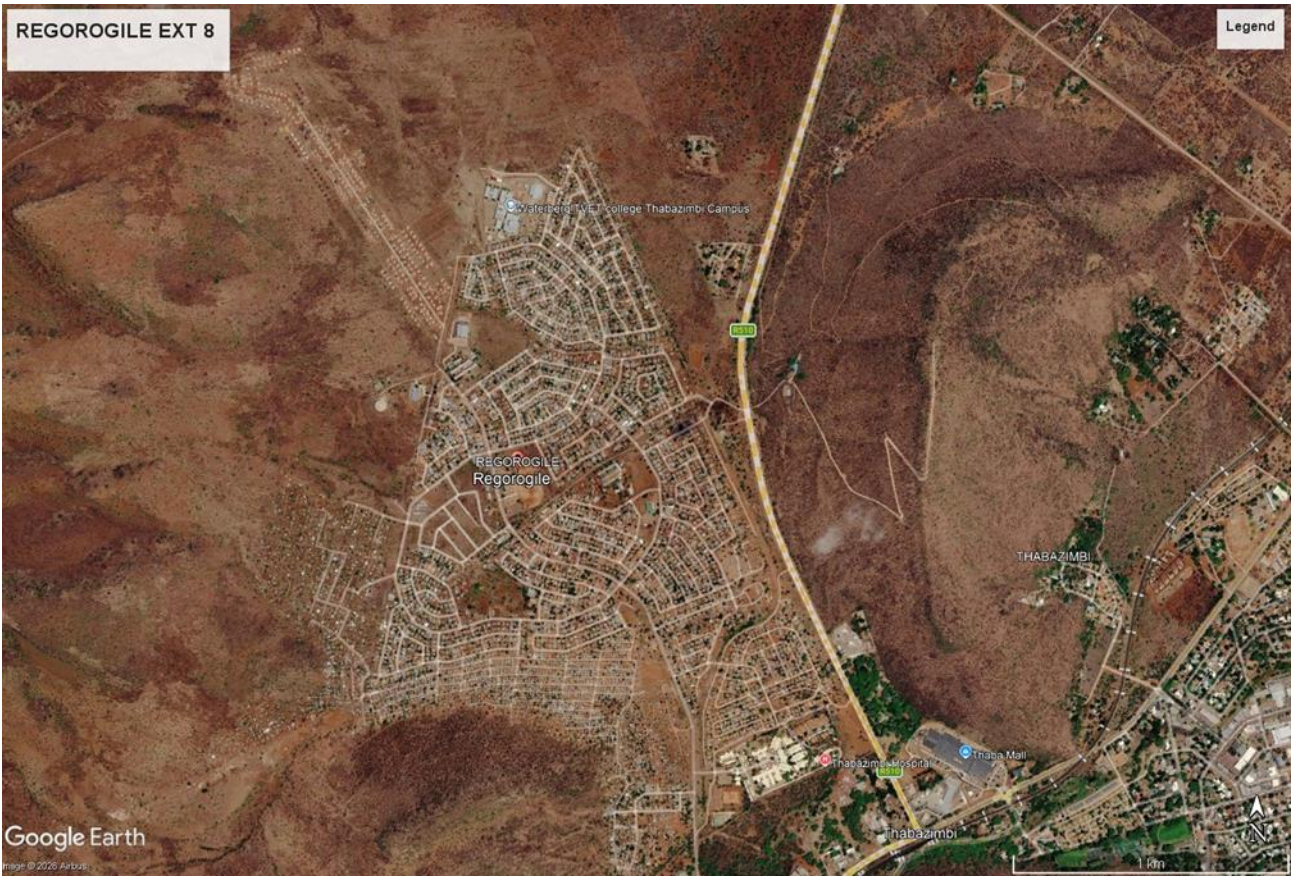
Employer

Witness 1

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C4.1 SITE INFORMATION

The project is located in Regorogile Extension 8. It is within the Jurisdiction of Thabazimbi Local Municipality of the Waterberg District Municipality in the Limpopo Province. The GPS Co-ordinates are 24°34'48.72"S 27°23'1.10"E



Regologile Extension 8 TOWNSIP

Consultant

Witness 1

Witness 2

Employer

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Witness 2

GENERAL CONDITION OF CONTRACT

1. DEFINITIONS		
1.1	Closing Time	Means the date and hour specified in the bidding documents for the receipt of bids.
1.2	Chief Executive Officer	Means the Accounting Officer of the municipality or his/her duly authorised representative
1.3	Contract	Means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
1.4	Contract Price	Means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.5	Corrupt Practice	Means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.6	Countervailing duties	Are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products
1.7	Country of origin	Means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.8	Day	Means calendar day.
1.9	Delivery	Means delivery in compliance of the conditions of the contract or order.
1.10	Delivery ex stock	Means immediate delivery directly from stock actually on hand
1.11	Delivery into consignees store or to his site	Means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.12	Dumping	Occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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1.13	Force Majeure	Means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.14	Fraudulent Practice	Means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.15	GCC	Means the General Conditions of Contract Third Edition 2015.
1.16	Goods	Means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.17	Imported Content	Means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.18	Letter of Acceptance	Means the written communication by the organization to the contractor recording the acceptance by the Municipality recording the acceptance of the contractor's tender subject to the further terms and conditions to be itemized in the contract.
1.19	Local Content	Means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.20	Manufacture	Means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.21	Order	Means an official written order issued for the supply of goods or works or the rendering of a service.
1.22	Project Site	Where applicable, Means the place indicated in bidding documents.
1.23	Purchaser	Means the organization purchasing the goods.
1.24	Republic	Means the Republic of South Africa

Consultant

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Employer

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1.25	SCC	Means the Special Conditions of Contract
1.26	Services	Means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.27	Signature Date	Means the date of the letter or acceptance
1.28	Tender	Means an offer to supply goods/services to the organisation at a price
1.29	Tenderer	Means any person or body corporate offering to supply goods/services to the organisation
1.30	Written or In Writing	Means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

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

3. GENERAL

3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. STANDARDS

4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
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5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

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Employer

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5.1	The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
5.2	In terms of GCC 2015 Third Edition Clause 1.3.6, Except where otherwise stated in the Contract, the Employer shall retain the copyright and other intellectual property rights in documents supplied to the Contractor under the Contract. The Employer shall legally be deemed to have given the Contractor a non-terminable, transferable, non-exclusive, royalty free license to copy, use and communicate the Employers documents for the purposes of the Contract.
5.3	Any document, other than the contract itself mentioned in GCC 2015 Third Edition clause 1.3.6 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
5.4	The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6.PATENT RIGHTS

6.1	The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
6.2	When a provider developed documentation/projects the intellectual, copy and patent rights or ownership or such documents or projects will vest in the Municipality

7. PERFORMANCE SECURITY

7.1	Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or a cashier's or certified cheque.

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7.4	The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
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8. INSPECTIONS, TESTS AND ANALYSES

8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
8.6	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 9.1 and 9.2 of GCC 2015 Third Edition.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9. PACKAGING

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

10. DELIVERY AND DOCUMENTS

10.1	Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.
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11. INSURANCE

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

12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified.
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13. INCIDENTAL SERVICES

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

13.1	The provider may be required to provide any or all of the following services, including additional services, if any: performance or supervision of on-site assembly and/or commissioning of the supplied goods; furnishing of tools required for assembly and/or maintenance of the supplied goods; furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. SPARE PARTS

14.1	As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider: such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and in the event of termination of production of the spare parts: Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
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Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

15. WARRANTY

15.1	The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
15.3	The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. PAYMENT

16.1	The method and conditions of payment to be made to the provider under this contract shall be specified
16.2	The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
16.4	Payment will be made in Rand unless otherwise stipulated.

17. PRICES

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

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

18.1	In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
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19. CONTRACT AMENDMENTS

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

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

21.1	The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
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22. DELAYS IN THE PROVIDER'S PERFORMANCE

22.1	Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract
22.2	If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
22.3	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
22.4	Except as provided under to GCC 2015 Third Edition Clause 5.12, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC 2015 Third Edition Clause 5.13, unless an extension of time is agreed upon pursuant to GCC 2015 Third Edition Clause 5.12 without the application of penalties.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

23.1	Subject to GCC Third Edition 2015 Clause 5.13.1, if the Contractor fails to complete works to the extent which entitles him to receive a certificate of practical completion in terms of clause 5.14.2, by due completion date, the Contractor shall be liable to the Employer for the sum stated in the contract data as a penalty for every day that elapses between the due completion date and the actual date of practical completion, including non-working days. The imposition of such penalty shall not relieve the Contractor from his obligation to complete the works, or from any of his obligations and liabilities under the contract.
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24. TERMINATION FOR DEFAULT

24.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part in terms of the GCC 2015 Third Edition Clause 9.2
24.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. ANTI-DUMPING AND COUNTER-VAILING DUTIES AND RIGHTS

25.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
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Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

26. FORCE MAJEURE

26.1	The provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
26.2	If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative Means for performance not prevented by the force majeure event.

27. TERMINATION FOR INSOLVENCY

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

28.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
28.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
28.3	Should it not be possible to settle a dispute by Means of mediation, it may be settled in a South African court of law.
28.4	Notwithstanding any reference to mediation and / or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

29. LIMITATION OF LIABILITY

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

30.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
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31. APPLICABLE LAW

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

32.1	Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
32.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33. TAXES AND DUTIES

33.1	A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
33.2	A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

33.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidders are in order.
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34. TRANSFER OF CONTRACTS

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

35.1	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing
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Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. MBD 1 – INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (THABAZIMBI LOCAL MUNICIPALITY)			
BID NUMBER:	TECH/03/2026-27	CLOSING DATE: 31/08/2026	CLOSING TIME: 12H00
DESCRIPTION	PROVISION OF PROFFESIONAL AND CONSTRUCTION SERVICES FOR ELECTRIFICATION OF 500 HOUSEHOLDS AT REGOROGILE EXTENSION 8 (TURNKEY PROJECT)		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			

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

**In the Tender Box placed at the Municipal Main Building
Thabazimbi Local Municipality
7 Rietbok Street
Thabazimbi
0380**

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	☐ CS PIN: ☐	OR	☐ CSD No: ☐
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	Yes No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
CONTACT PERSON	Mr. P Selalome 064 667 1431 Email: selalomep@thabazimbi.gov.za	CONTACT PERSON	Contact Name: Ms. S Thompson Telephone: 071 777 8640 Email: thompsons@thabazimbi.gov.za
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 75%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 25%; text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3. MBD 2 - TAX CLEARANCE VERIFICATION PIN REQUIREMENTS

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

- 2.1 In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance verification Pin" and submit it to any SARS branch office nationally.
- 2.2 SARS will then furnish the bidder with a Tax Clearance Verification Pin that will be valid for a period of 1 (one) year from the date of approval.
- 2.3 The original Tax Clearance Verification Pin must be submitted together with the bid. Failure to submit the original Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.5 Copies of the TCC001 "Application for a Tax Clearance Verification Pin" form are available from any SARS branch office nationally or on the website www.sars.gov.za
- 2.6 Applications for the Tax Clearance Verification Pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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4. MBD 4 – DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

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.

.....

¹MSCM 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.

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

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.

.....

.....

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

5. MBD 6.1 PREFERENCE POINTS CLAIM PROCUREMENT REGULATIONS 1022 – PURCHASES / SERVICES (80/20)

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, 1022

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**

The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(e) “the Act” means the Preferential Procurement Policy Framework Act, 1000 (Act No. 5 of 1000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

90/10	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$
Where		
Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

90/10	or	90/10
$Ps_{max} = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}}\right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}}\right)$

Where

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

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 90/10 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 80/20 and 90/10

The specific goals allocated points in terms of this tender	Points	Means of Verification
51-100% Youth owned = 4 points, 31-50% Youth owned = 3 points, 11-29% Youth shareholding = 2 points 1-10% Youth owned = 0 points Maximum of 4 points	4	Certified copy ID, Copy of Central Suppliers Database full report
51-100% Women owned = 4 points, 31-50% Women owned = 3 points, 11-29% Women owned = 2 points, 1-10% Women owned = 1 points Maximum of 4 points	4	Certified copy ID, Copy of Central Suppliers Database full report
51-100% Black owned = 8 points, 41-50% Black owned = 6 points, 31-40% Black owned = 4 points, 21-30% Black owned = 2 points, 0-20% Black owned = 1 points Maximum of 8 points	8	Certified copy ID, Copy of Central Suppliers Database full report
51-100% people with Disability owned = 4 points, 31-50% people with Disability owned = 3 points, 11-29% people with Disability owned = 2 points, 1-10% people with Disability owned = 1 points, Maximum of 5 points	4	Certified copy ID, Certified copy of Doctor's Certificate with medical practice number
Total points for Specific Goals	20	

preference point system.

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

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

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

Suppliers are required to submit the documents listed in means of verification as per above table for points allocation during preference point system evaluation.

DECLARATION WITH REGARD TO COMPANY/FIRM

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

6. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2	

7. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 9.1. This Municipal Bidding Document must form part of all bids invited.
- 9.2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 9.3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - been convicted for fraud or corruption during the past five years;
 - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 1004).
- 9.4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

9.4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
9.4.1.1	If so, furnish particulars:		
9.4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 1004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
9.4.2.1	If so, furnish particulars:		
9.4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
9.4.3.1	If so, furnish particulars:		
9.4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
9.4.4.1	If so, furnish particulars:		

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

9.4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
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9.4.5.1	If so, furnish particulars:
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9.5.CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

8. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

10.1. This Municipal Bidding Document (MBD) must form part of all bids² invited.

10.2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).³ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

10.3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

² Includes price quotations, advertised competitive bids, limited bids and proposals.

³ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

THABAZIMBI LOCAL MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2