



TENDER DOCUMENT

TENDER NO SBM 62/20/21

**TESTING, REPAIRS AND INSTALLATION OF SUBSTATION PROTECTION
INSTALLATIONS FOR THE PERIOD 01 JULY 2021 TO 30 JUNE 2024.**

CLOSING DATE: 28 MAY 2021

CLOSING TIME: 12H00

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
VREDENBURG
7380

A tender posted (at sender's risk) to THE MUNICIPAL MANAGER, SALDANHA BAY MUNICIPALITY, PRIVATE BAG X12, VREDENBURG, 7380 in good time so as to reach the Municipal Manager before the above-mentioned closing date, may be accepted on condition that it is placed in the TENDER box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such tenders are in fact lodged in the tender box.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT *(STREET ADDRESS)*

Buller / Investment Centre
15 Main Road
Ground Floor
VREDENBURG

NB: TENDERS must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the Supply Chain Management department. No tender offers will be accepted via facsimile, email or electronic copies.

TENDERER	
NAME OF TENDERER
ADDRESS
TEL NO

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CSD DATABASE REG NO*
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All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person : Abri Adonis

Tel : 022 701 6922

Email: abri.adonis@sbm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Persons: Mr. Valanceo Scheepers

Email: valanceo.scheepers@sbm.gov.za

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CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified

PLEASE TICK BOX THE LEFT

- Current, Valid Tax Clearance Certificate
- Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- Company registration forms
- Certified copy of bidders and Executive Director's municipal accounts or valid lease agreements
- Registration with professional body (If applicable)
- Samples Provided (If applicable)
- All relevant sections complete and signed, and all pages of tender document initialled by authorized signatory
- Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization
- Original or original certified copy of a valid BBBEE certificate or Affidavit
- Tax compliant status on Central Supplier Database.

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

.....
Name

.....
Signature

.....
Date

.....
Capacity

.....
Name of Firm

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SECTION 1.1 ADVERTISEMENT

MUNISIPALITEIT SALDANHABAAI TENDERNOMMER SBM 62/20/21

BESKRYWING: TOETSING EN HERSTEL VAN SUBSTASIE BEVEILIGINGSINSTALLASIES VIR DIE PERIODE 01 JULY 2021 TOT 30 JUNIE 2024.

Tender dokumente is beskikbaar vir aflaai op die e-Tender publikasie webtuiste www.etenders.gov.za of die Munisipale webtuiste www.sbm.gov.za of kan alternatiewelik opgetel word by Mnr. C de Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf **Maandag, 10 Mei 2021** teen 'n nie-terugbetaalbare tender deposito van R172.50. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

Navrae kan gerig word aan: Mnr. Valanceo Scheepers.
E-pos: valanceo.scheepers@sbm.gov.za

Tenders moet in die tenderbus by die Buller/Beleggingsentrum, Hoofstraat 15, Grond Vloer, Vredenburg geplaas word voor **12:00 op 28 Mei 2021** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

'n Verpligte inligtingsessie sal plaasvind in die Elektriese Komitee Kamer, geleë te Kerkstraat 38, Vredenburg op **Vrydag 14 Mei 2021 stiptelik om 11:00. Alle Covid-19 Gesondeid en veiligheid protokol sal in plek wees. Geen gracie periode sal toegelaat word nie.**

Na die sluitingsuur sal in die tenders in publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie. Die **80/20** voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygingsregulasies Nr. R32 van 20 Januarie 2017 (B-BBEE) sal in die beoordeling van hierdie tender gebruik word.

'n Geldige inkomstebelasting uitklaringsertifikaat soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
Munisipaliteit Saldanhabaai
Privaatsak X 12
VREDENBURG
7380

SALDANHA BAY MUNICIPALITY TENDER NUMBER SBM 62/20/21

DESCRIPTION: TESTING, REPAIRS AND INSTALLATION OF SUBSTATION PROTECTION INSTALLATIONS FOR THE PERIOD 01 JULY 2021 TO 30 JUNE 2024.

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or Municipal Website at www.sbm.gov.za or alternatively can be collected from Mr. C de Bruyn, 15 Main Road, Buller/Investment Centre, Vredenburg from **Monday, 10 May 2021**, at a non-refundable tender deposit of R172.50. A proof of deposit is required for the collection of tender documents.

Enquiries can be directed to: Mr. Valanceo Scheepers.
Email: valanceo.scheepers@sbm.gov.za

Tenders must be placed in the tender box at the Buller/Investment Centre, 15 Main Road, Ground Floor, Vredenburg before **12:00 on 28 May 2021**, in a sealed envelope upon the outside whereon is clearly marked the aforementioned tender number and description.

A compulsory information session (clarification meeting) will take place at the Electrical Committee Room, 38 Church Street, Vredenburg on **Friday 14 May 2021 promptly at 11:00. All Covid-19 Health and safety protocols will be adhered to. No grace period will be allowed.**

The tenders shall be opened in public after the closing hour. Any or the lowest tender will not necessarily be accepted. The **80/20** preference point system as contained in the Preferential Procurement Regulations No. R32 of 20 January 2017 (B-BBEE) will be used in the adjudication of this tender.

A valid tax clearance certificate from the South African Revenue Services must be supplied with the tender document and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H.F. Mettler
MUNICIPAL MANAGER
Saldanha Bay Municipality
Private Bag X 12
VREDENBURG
7380

SECTION 1.2

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

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

1.2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

1.2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into SBM Municipality bank account payable to the SBM Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

1.2.6 Completion of Tender Documents

- (a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- (e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.
- (f) The bidder should verify regularly on E-tender whether there are any addendums before submission and addendums must be submitted with the tender document.

1.2.7 Compulsory Documentation

1.2.7.1 Income Tax Clearance Certificate

- (a) A valid Income Tax Clearance Certificate must accompany the bid documents and the bidder must be registered on the Central Supplier Database. If the South African Revenue Services (SARS) cannot provide a valid original Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

1.2.7.2 Construction Industry Development Board (CIDB)

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

1.2.7.3 Municipal Rates, Taxes and Charges

- (a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities

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for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

1.2.8 **Authorized Signatory**

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

1.2.9 **Site / Information Meetings**

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

1.2.10 **Samples**

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

1.2.11 **Quantities of Specific Items**

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.12 **Submission of Tender**

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be

- placed in the **tender box at the Buller/Investment Centre, Ground Floor, 15 Main Road, Vredenburg by not later than 12:00 on Friday 28 May 2021.**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

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1.2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the SBM Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the SBM Municipality, it should do so in writing to the SBM Municipality. Any effort by the firm to influence the SBM Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.15 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

1.2.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

1.2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.**

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1.2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.2.21 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

1.2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Mr. A Adonis, Tel: 022 701 6922 or e-mail abri.adonis@sbm.gov.za. Enquiries regarding the specifications may be addressed to Valanceo Scheepers e-mail: valanceo.scheepers@sbm.gov.za.

1.2.23 Intellectual Property Ownership

The tenderer / Contractor agrees to tender and perform the mutually agreed services as stipulated in the tender and any amendments thereto on the basis that the Tenderer / Contractor (T/C) hereby assigns to SBM all rights, including, without implication, copyrights, patents, trademark rights, and any other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets. (i) Developed or created by the T/C, solely or jointly with others during the course of performing work for or on behalf of SBM. (ii) That the T/C conceives, develops, discovers or makes in whole or in part during the T/C employment by SBM that relate to the business of SBM.

If, notwithstanding the foregoing, the T/C for any reasons retains any right, title or interest in or relating to any Work Product, the T/C agrees promptly to assign, in writing and without any requirement of further consideration, all such right, title and interest to SBM. Upon request of SBM at any time during or after the Employment Period, the T/C will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to evidence, perfect, record or otherwise give full and proper effect to any assignments of rights under or pursuant to this tender. The T/C will promptly disclose to SBM any such work product in writing.

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1.2.24 Waste Management

All tenderers need to ensure correct waste provisions are in place during the project period, and that the construction area is cleaned of all waste after completion to ensure that the environment is not polluted in any way. Waste should be disposed of at a registered Landfill Site or Municipal drop off facility, documented proof (safe disposal certificates) need to be submitted before final payment will be processed. Contractors should make use of skips or any other temporary containers to store their waste during the construction process to avoid windblown litter and to comply with Municipal Regulations.

All technical departments/ project managers/ consultants appointed by Saldanha Bay Municipality should make waste management a compulsory item to discuss and monitor during construction meetings. The Municipality will enforce penalties if adequate waste provisions are not in place during construction period or if waste is not disposed of in a legal manner during or after construction period, please refer to below sections of the Municipal By-laws:

Section 21 (1): Plans and inspections: “An owner or occupier or any person responsible for the submission of building plans for a new building or an alteration to an existing building must include therein the manner in which building waste will be handled.”

Section 21 (2): “An authorized official of the Municipality must inspect and verify that the waste arrangements contemplated in subsection (1) were followed and all building waste disposed of as part of the final municipal sign-off of the building activities.”

Section 22 (1): Generation and Storage: “Notwithstanding the waste arrangements contemplated in section 21, the owner or occupier of premises on which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that-

- (a) All building waste and the containers used for the storage thereof is kept on the premises on which the building waste is generated;
- (b) The premises on which the building waste is generated does not become unsightly or cause a nuisance as a result of accumulated building waste;
- (c) Any building waste which is blown off the premises, is promptly retrieved.”

Section 22 (2): “Upon written request and subject to conditions as it may determine the municipality may approve the use of a bulk container placed on verge for a specified duration.”

Section 22 (3): “The Municipality may instruct an owner or occupier of premises on which building waste is generated or person engaged in any activity which causes such waste to be generated to make use of special containers to dispose of it and will determine a tariff for the use of such containers should these be provided by the Municipality.”

Section 23 (1): Removal and Disposal: “The owner or occupier of premises on which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that all building waste is removed and disposed of continuously during construction so as to prevent unnecessary accumulation of such waste.”

Section 23 (2): “Building waste must be disposed of at a waste handling or waste disposal facility determined by the Municipality.”

Please ensure compliance to all regulations and by-laws of Saldanha Bay Municipality.

1.2.25 Submission of Invoices:

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- The words “TAX INVOCIE” in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 41001113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company

PRINT NAME

SIGNATURE

DATE

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SECTION 1.3

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad 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.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts

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of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid

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down to cover specific supplies, services or works.

- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser

6. Patent rights

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

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7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) 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
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

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12. Transportation

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

13. Incidental services

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

14. Spare parts

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is

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required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

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20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or 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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or 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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25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 2.1

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: **SBM 42/20/21** CLOSING DATE: **28 MAY 2021** CLOSING TIME: **12:00**

DESCRIPTION: TESTING, REPAIRS AND INSTALLATION OF SUBSTATION PROTECTION INSTALLATIONS FOR THE PERIOD 01 JULY 2021 TO 30 JUNE 2024.

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7.1).

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
Vredenburg
Western Cape
7380

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Office of the Municipal Manager
1st Floor
17 Main Road
VREDENBURG

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

TELEPHONE NUMBER CODE.....

NUMBER.....

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CELLPHONE NUMBER

.....

EMAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS A TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)?

YES / NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / AFFIDAVIT BEEN SUBMITTED? (MBD 6.1)

YES / NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES OFFERED BY YOU?

YES / NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER.....

DATE

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE TOTAL NUMBER OF ITEMS

OFFERED.....

(IF APPLICABLE)

(IF APPLICABLE)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Abri Adonis

Tel: 022 701 6922

Fax: 022 714 1028

E-mail address: abri.adonis@sbm.gov.za

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SECTION 2.2

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet these requirement bidders are required to complete in full the 4 attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each part must submit a separate Tax Clearance Certificate.
- 4 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 5 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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SECTION 3.1

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 / shareholder’s 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 th company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

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3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

..... **YES / NO**

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

..... **YES / NO**

3.11.1 If yes, furnish particulars.....

.....

3.12 Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, 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:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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SECTION 3.2**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in

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section 1 of the Broad-Based Black Economic Empowerment Act;

- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Initial _____

5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

Initial _____

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

Initial_____

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES 1. 2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE: ADDRESS

Initial_____

SECTION 3.3

MBD 8

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	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? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Initial_____

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

Initial_____

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

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 <input type="checkbox"/>	No <input type="checkbox"/>
--	---------------------------------	--------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:

Mr. / Mrs _____

Director 2 Address:

Mr. / Mrs _____

Director 3 Address:

Mr. / Mrs _____

Director 4 Address:

Mr. / Mrs _____

Director 5 Address:

Mr. / Mrs _____

Director 6 Address:

Mr. / Mrs _____

Director 7 Address:

Mr. / Mrs _____

Director 8 Address:

Mr. / Mrs _____

Director 9 Address:

Mr. / Mrs _____

Director 10 Address:

Mr. / Mrs _____

Director 11 Address:

Mr. / Mrs _____

Director 12 Address:

Mr. / Mrs _____

Initial _____

SECTION 3.4

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

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

- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

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

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

Initial_____

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

Initial _____

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature	Date
.....
Position	Name of Bidder

Initial_____

SECTION 4.1

SPECIAL CONDITIONS OF CONTRACT

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All sub items must be completed in full, to be considered for the tender. Blank spaces will render the bid non-responsive. Where R0.00 is charge, it must be indicated as R0.00.
3. The unit prices offered in the Pricing Schedule must include transport, communication, staffing and technical requirements. The prices must be annually fixed for the duration of the contract.

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SECTION 4.2

Central Supplier Database (CSD)

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralized Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr. A. Adonis at 022-701 6922.

CSD registration number (if registered):

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SECTION 4.3

SPECIFICATIONS AND PRICING SCHEDULE

SPECIFICATIONS

Substation protection testing and maintenance within the Saldanha Bay municipal areas as and when needed, for a contract period ending 30 June 2024.

1 TENDER NOTICE AND PROCEDURES

All relevant details of proposed method of executing and specifications of equipment and materials offered must be included in the tender document.

1.1 INTRODUCTION

This tender provides for the appointment of suitable service providers for the assessments, testing and repairs and installations of the various protection installations and schemes of the high and medium voltage equipment of the Saldanha Bay electrical networks.

1.2 BACKGROUND

As part of the Departments on-going preventative maintenance and refurbishment programs it is necessary to regularly test and repair the various protection components in the substations. The purpose is to try and prevent unnecessary power interruptions and to be able to plan for timeous repairs and replacement as and when necessary. This is to ensure that the network comply with the relevant regulations and standards and to accommodate the growing demand of electricity and to improve network stability and quality of the electrical service.

1.3 SCOPE

This specification sets out and states the principle requirements that cover electrical protection schemes-: the work involved in assessing, testing and commissioning of the following: Medium voltage cables, switchgear and power transformers and related equipment such as current transformers, voltage transformers, battery tripping units and protection relays, supply and installation of protection relays.

Providing test and commissioning certificates in respect of all the above, as and when required.

1.4 CLARIFICATION MEETING

A compulsory briefing meeting will be held on the date and time as specified in the tender document. Tenderers that arrive late for the briefing meeting will not be allowed entry and as such will be deemed to not have attended.

The Tenderer must be represented at the briefing meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Should a Tenderer or his representative not attend the briefing meeting; his tender offer will be disqualified.

1.5 GENERAL CONDITIONS OF TENDER

- (a) The Municipality will not be bound to consider alternative offers.
- (b) All other supporting documentation of the tender must be attached at the back of this document.

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- (c) This tender document must not be dismembered (Do not take it apart or put documents between its pages). The tender document and all relevant specifications and attachments thereto must be binded together in a suitable binder.
- (d) The Tenderer must be accredited for the installation and repairs of the equipment as specified in this tender. The Tenderer must submit proof in form of a letter of accreditation as well as proof of after sales support with the tender submission.
- (e) Please submit a hard copy of the completed returnable documents as well as a PDF electronic file format with tender.
- (f) Only suitable qualified contractors which successfully completed similar projects of this nature are eligible to submit bids.
- (g) All items will be evaluated in total and the tender awarded to one Tenderer.
- (h) Saldanha Bay Municipality does not bind itself to accept the lowest or any tender.
- (i) Insurance of contract risk

The successful Contractor shall submit proof of adequate insurance with a minimum of R5 million for the duration of the contract for accidents, emergencies which may result for this works when the contract is awarded

1.6 SPECIAL CONDITIONS OF CONTRACT

1.6.1 Funds

It should be understood that the work is not definite but is subject to the funds being available. Further, work shall only be carried out on instruction on an as and when required basis as requested by the Manager: Electrical Services or the appointed Electrical Services representative.

1.6.2 Area of Works

The area of works shall be within the Saldanha Bay municipal areas as defined by its electrical network.

1.6.3 Performance

This contract will be dependent on performance and market force if the contractor does not perform all duties in a professional, timeous and cost-effective manner. Non-performance will lead to termination.

Due to the specialized nature of the Contract works, tenderers are advised to complete the Price Schedule in its entirety. Tenders who complete portions of the Schedule will not be considered.

Due to the specialized nature of the contract tenders shall have all the equipment on the Schedule of Equipment attached as Annexure "B". Tenderers who do not meet this requirement will not be considered. Proof of the said equipment shall be submitted with the tender document on the date and time of submission as per the tender Advert.

1.6.4 Key personnel

It is a requirement of this tender that the tenderer must have the following key personnel in his permanent employment and stationed at his local office. Alternatively, the tenderer must attach a signed agreement from a specialist company that has the required expertise and personnel locally available, stating that they will undertake the specialized work on behalf of the tenderer

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as a sub-contractor. Such signed agreement must be attached to Item 19 of the Schedule of staff.

1.6.4.1 Tenderer experience and qualifications

1.6.4.1.2 Tenderer experience in similar work completed successfully:

Tenderers must include detailed copies of qualifications of the personnel who are going to be working on this project. Please include a minimum of 3 contactable references. Evaluation shall be based on the positive response of all the references.

1.6.4.1.3 Experience and qualification of the Project Manager;

The appointed Project Manager must have a relevant qualification in electrical engineering and minimum of 8 years' experience in the testing, programming of relays and repairs to substation protection systems.

1.6.4.1.4 Experience and qualifications of the Technicians,

The technicians who will be involved in the work specified in this tender must have a relevant qualification in electrical engineering and minimum of 5 years' experience in the testing, programming of relays and repairs to substation protection systems.

1.6.4.1.5 Authorised person

The successful contractor shall have a duly Authorised / Responsible person in terms of the Safety and Occupational Health and Safety Act for work in live substations on site while any work is in progress in the substation. Proof of such person in the employment of the contractor shall be submitted on the list of item 19, Schedule of staff with the tender.

1.6.4.1.6 Company profile, plant and equipment

Please include a company profile demonstrating the company establishment, financial status and experience as well as list of major plant and equipment available for this contract.

A list of relevant major items of plant and equipment which they have immediately available, and which they will acquire for use in this contract should their tender be successful. Failure to include this list may prejudice the Tenderers as being submitted by an insufficiently equipped Tenderer and it may be rejected for such cause.

1.6.4.1.7 Similar contracted successfully completed

Tenderers must complete the attached schedule for previous projects in this document. Previous projects will be regarded as the installation and testing, programming of relays and repairs and maintenance to substation protection systems.

A company who have successfully completed a minimum of 5 similar projects as required in this tender will be considered.

References of the projects completed must be included on the schedule in item 1.7.2.

1.7 PRICING SCHEDULE

The unit prices offered in the Pricing Schedule must include transport, communication, staffing and technical requirements. The prices must be annually fixed for the duration of the contract.

1.8 HOURS OF SERVICE

The Contractor shall ensure that his personnel declared in this tender is available five days a week, Monday to Friday, excluding public holidays that fall on these days. Normal Working hours shall be from 8:00 to 16:30 Monday to Friday.

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The contractor may be required to perform work on weekends or Public holidays. If work is required on a weekend and/or Public Holiday, the prescribed rates will apply.

No work is to be performed on a Saturday, Sunday and/or Public Holiday without the express authority of the Senior Manager: Electrotechnical Services or his delegated official in writing.

1.8.1 Response time

A response time of 3 hours is required for all call outs including emergency call outs.

1.8.2 Evaluation of tender

Proof of Contactable References is required, as indicated below, and must accompany each proposal.

Evidence of experience of Bidders

The Bidders shall include satisfactory evidence of actual experience in the class of work being quoted for, and a complete schedule shall be included incorporating the following details:

Please complete schedules in the format indicated:

COMPLETED CONTRACTS				
EMPLOYER (Name, Tel, Fax, Email)	Contact Person (Name, Tel, Fax, Email)	NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED

CURRENT CONTRACTS				
EMPLOYER (Name, Tel, Fax, Email)	Contact Person (Name, Tel, Fax, Email)	NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED

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2. TECHNICAL SPECIFICATION

Scope

This specification sets out and states the principle requirements that cover electrical protection schemes-: the work involved in assessing, testing and commissioning of the following:

Medium voltage cables, switchgear and power transformers and related equipment such as current transformers, voltage transformers, battery tripping units and protection relays, Supply and installation of protection relays, providing test and commissioning certificates in respect of all the above, as and when required.

General

2.1 General Requirements

The Contract shall comprise predominantly the testing and maintenance of electrical protection systems equipment. The Contractor shall submit all required test certificates. The Contractor shall be required to carry out commissioning of new and refurbished installations of electrical protection systems and related equipment.

A test certificate shall reflect the scope of work for the commissioning activity. All the test results shall be recorded on the test certificate and signed by the authorised Test Engineer / Technician.

The Senior Manager: Electrotechnical Services or the appointed representative shall approve the content of test certificates.

Test certificates shall be submitted to the Senior Manager: Electrotechnical Services or the appointed representative for each portion of equipment on which the work is completed and ready for energizing.

Test sheets and results are to be handed to the Senior Manager: Electrotechnical Services or the appointed representative for approval 24 hours prior to energizing.

2.2 Schedule of Work – Medium voltage

2.2.1 Circuit Breaker Mechanical Test: Per Switch Panel

The Contractor shall carry out the following checks:

- Torque-testing all primary conductor bolts and nuts and recording results;
- Ascertaining that all bolts and nuts used were new and comply with the manufacturer's specification;
- Checking the circuit breaker for any defects or damage due to manhandling;
- Checking circuit breaker alignment and ease of racking in and out;
- Checking bus bar shutter operations for smooth operation and adjustment thereof, if necessary;
- Checking operation of circuit breaker manually;
- Testing earth continuity of earthing bus bars and connection to station earth mat;
- Ensuring that all covers are fitted and explosion vents functional;
- Checking that the panel complies with IP ratings;
- Measuring and recording of the circuit breaker no load tripping time and the no load closing time for each phase;
- Production of test certificates for all tests carried out.

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2.2.2 Circuit Breaker Electrical Test: Per Switch Panel

The Contractor shall carry out the following tests:

- Measurement and recording of the contact resistance of the closed circuit breaker using min 100 A D.C. Wheatstone Bridge method; (Ductor tester)
- Testing of HV insulation resistance of panel and circuit breaker to manufacturer's specifications for new or used equipment, whichever is applicable. Test to be carried out with circuit breaker closed between phases and across the open contact of each phase;
- Testing of trip and close coil minimum operation voltage levels;
- Testing of the trip and close coil resistance and recording thereof;
- Checking that spring charge motor rating corresponds with D.C. available;
- Production of test certificates for all tests carried out.

2.2.3 Current Transformer Test

The Contractor shall carry out the following tests per secondary connection:

- Ratio test: Ratio shall be tested at rated current;
- Magnetisation curve test: Magnetisation curve shall be tested and comparison curves plotted for all sets of current transformers including metering;
- Polarity shall be tested by means of D.C. flick test;
- The insulation resistance of the current transformers shall be measured and the CT earth tested on the secondary wiring;
- The loop resistance shall be measured for CT, wiring and relays, and be recorded;
- Test certificates for all tests carried out shall be produced.

2.2.4 Voltage Transformer Test

The Contractor shall carry out the following tests per secondary connection:

- Ratio test:
- Polarity shall be tested by means of D.C. flick test;
- The insulation resistance of the voltage transformers shall be measured and the neutral earth tested on the secondary wiring;
- Test certificates for all tests carried out shall be produced.

2.2.5 Routine Checks

The Contractor shall carry out the following tests & annual checks as and when required:

- Primary and Secondary substations:
- Battery maintenance, ammeter readings on all panels,
- D.C. checks in panels,
- Trip counter readings on all breakers,
- Substation checks on buildings, doors, ceilings, signs etc. Cleaning out of protection panels & switch house.

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- Logging of any protection flags.
- Distribution board checks including earth leakage checks.
- Testing of operation of building alarm and signal to the Control centre.
- Transformer – Checking of oil leaks, insulators, silica gel. Logging of oil temperature, winding temperature, tap change counter, tap change bandwidth (Minimum & maximum), circuit breaker trip counter.

2.3 Protection Relays

The Contractor shall carry out tests per relay using primary and secondary current injection on electro-mechanical, solid-state and multifunctional microprocessor type relays, where relevant. The contractor shall ensure that the functional operation of the relays where relevant. The following relays shall be covered.

2.3.1 Over-Current and Earth Fault Protection Relays

- Over-current and earth fault relay
- Directional over-current and earth fault relay
- Sensitive earth fault relay
- Solkor relays
- Breaker Fail Logic

The Contractor shall prove the operation of the relay within the scheme, i.e. secondary wiring between the CT's and the relay element and between the relay contacts and the trip circuit.

2.3.2 The tender provides for the supply and replacement of protection relays as and when required. Rates shall provide for the installation of free issued relays.

2.3.3 Standby Earth Fault Relay Function

The Contractor shall prove the operation of the relay within the scheme, i.e. secondary wiring between the CTs and the relay element and between the relay contacts and the trip circuit.

2.3.4 Feeder Differential Protection Relays

The Contractor shall test the feeder differential relay per relay by injecting current through the primary circuit between substations. Separate rates are allowed for secondary injection tests where the primary impedances are too great or induction causes dangerous conditions for the application of primary tests to be conducted.

The Contractor shall allow for comprehensive pilot tests to be carried out and recorded. This shall cover loop impedance and insulation resistance measurements.

2.3.5 Feeders Fitted with Inter-Tripping Relays

The Contractor shall allow for comprehensive pilot tests to be carried out and recorded per relay. This shall cover loop impedance and insulation resistance measurements. Comprehensive pilot tests are to be carried out and recorded.

Initial_____

The Contractor shall allow for the cost of relay operation values and minimum operation voltage value to be recorded.

2.3.6 Master Trip and Auxiliary Relays: Per Element or Trip Function

The Contractor shall include the cost of proving the operation of the relay within the scheme, i.e. Secondary wiring between the primary relay element and between the relay contacts and the trip circuit.

With the introduction of numerical relays additional aux functions are programmed into a standard relay. These output functions are used to drive the protection scheme's and need to be proven.

2.3.7 Bus bar Protection

Bus Zone Protection: per zone of a complete board per substation

The Contractor shall prove the operation of the relay within the scheme, i.e. secondary wiring between CT's and the relay element and between the relay contacts and the trip circuit. Current transformer tests are covered under a separate item in the schedule.

2.4 Timers: Per Unit

The Contractor shall prove the operations of the timer within the scheme, i.e. secondary wiring between timer and relay element.

2.5 Transformer Commissioning Tests and Checks

The following tests and checks assume that the transformer has either been factory tested and commissioned or has been previously in use and that oil quality tests have been carried out by the installation contractor.

Over-current and earth fault relay testing rates are not repeated here as a separate item covers these.

The rates shall be based on the tests being carried out on a free-standing panel and therefore no E.O. item has been allowed in respect of tests being conducted from a free-standing panel.

2.5.1 Buchholz Relay and Auxiliary Relay Element

The Contractor shall check the surge and gas operation of each Buchholz relay and proving the trip and alarm circuit between each Buchholz relay and auxiliary relay element and the functioning of each relay. The auxiliary relay contacts in the trip and alarm circuits shall be proved.

2.5.2 Oil Temperature Sensor Relay and Auxiliary Relay Element

The Contractor shall check the calibration and set point operation of the thermometer and proving the trip and alarm circuit between each oil temperature sensor and auxiliary relay element and the functioning of each relay. The auxiliary relay contacts in the trip and alarm circuits shall be proved.

2.6 Winding Temp Relay and Auxiliary Relay Element

The Contractor shall prove the trip and alarm circuit between each winding temperature sensor and auxiliary relay element and the functioning of each relay. The auxiliary relay contacts in the trip and alarm circuit shall also be proved.

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2.6.1 Pressure Relief

The Contractor shall price the trip and auxiliary relay element and the functional of basic relay.

2.6.2 Restricted Earth Fault Relay

The Contractor shall prove the operation of the relay within the scheme, i.e. secondary wiring between the phase and neutral CTs and the relay element and between the relay contacts and the trip circuit. Current transformer tests are covered under a separate item in the schedule.

2.6.3 Differential Protection Scheme

The Contractor shall prove the operation of the relay within the scheme, i.e. secondary wiring between the primary and secondary phase CTs and the relay element and between the relay contacts and the trip circuit. Current transformer tests are covered under a separate item in the schedule. A separate rate is included in the schedule to allow for a transformer with a tertiary winding.

2.6.4 Neutral Earthing Resistor

The Contractor shall include the measurement and recording of the resistance of the neutral earthing resistor for comparison with the specified value. These tests are to be carried out with the use of computer aided test set.

2.6.5 Transformer Tap-Changer Mechanism

The Contractor shall check the operation of the tap-change mechanism and record any malfunction observed. The rate shall **not** include rectifying defects or carrying out repairs on the mechanism.

2.6.6 Transformer Tap-Change Panel

The Contractor shall check the operation of the tap-changer and recording any malfunction observed.

2.6.7 Transformer Short Circuit Tests

The Contractor shall carry out short circuit tests on Minimum, Nominal & Maximum Tap Positions. These tests are to be carried out with the use of computer aided test set.

2.6.8 Transformer Ratio Tests

The Contractor shall carry out Ratio tests on all Tap Positions. These tests are to be carried out with the use of computer aided test set.

2.6.9 Transformer Vector Group Tests

The Contractor shall carry out vector group tests on Nominal Tap Position. This test is to be carried out with the use of computer aided test set.

2.6.10 Transformer Zero Sequence Tests

The Contractor shall carry out zero sequence tests on Minimum, Nominal & Maximum Tap Positions. These tests are to be carried out with the use of computer aided test set.

2.6.11 Transformer Vector Group Tests

The Contractor shall carry out vector group tests on Nominal Tap Position. This test is to be carried out with the use of a computer aided test set.

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2.6.12 Transformer Sweep Frequency Tests

The Contractor shall carry out sweep frequency tests on Nominal Tap Position. This test is to be carried out with the use of a computer aided test set.

2.6.13 Transformer OLTC Contact Resistance Tests

The Contractor shall carry out Resistance & continuity of OLTC tests on All Tap Positions. This test is to be carried out with the use of a computer aided test set.

3 REQUIREMENTS FOR THE ON-SITE TESTING OF PROTECTIVE EQUIPMENT

3.1 Site testing and commissioning of protection and related equipment

Site testing and commissioning may only commence after the following work has been completed:

- 3.1.1 All equipment has been erected and the relevant bus bar connected to and between the switchboards / relay control panels;
- 3.1.2 All high voltage and low voltage cables have been connected to the switchgear and related equipment;
- 3.1.3 All the bus-wiring between switchboards / relay control panels have been connected;
- 3.1.4 All the relevant equipment has been labelled correctly;
- 3.1.5 The D.C. auxiliary supply has been connected to the equipment;
- 3.1.6 All the necessary safety equipment (i.e. danger notices, fire-fighting equipment and first aid equipment) has been fitted to the substation;
- 3.1.7 The relevant high voltage pressure tests have been performed.

3.2 Preliminary Site Checks

Prior to commencing any functional testing, the following preliminary checks shall be carried out.

- 3.2.1 All new wiring done on site (i.e. Bus-wiring, D.C. auxiliary supply wiring, connection to CT's on VT's and outdoor switchgear, marshalling kiosks, etc.) shall be checked against the drawing using a continuity tester;
- 3.2.2 All new lead numbers and all new lugs shall be checked for secure crimping and proper electrical contact;
- 3.2.3 All terminal strips shall be checked for tightness and proper electrical contact;
- 3.2.4 The D.C. auxiliary supply voltage shall be checked to ensure that the voltage is within the range of the protection relays and related equipment
- 3.2.5 All new wiring, as well as CT and VT circuits, shall be tested at 500V D.C. with respect to earth, and the correct earthing of CT and VT circuits shall also be checked;
- 3.2.6 The loop resistance of pilot wire cables (where applicable) shall be measured and noted in the site commissioning report;
- 3.2.7 All pilot cable cores shall be tested at 500V D.C. with respect to earth and tests shall be done to ensure correct polarity of all pilot cores;

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3.2.8 All indication instruments shall be checked for damage and their pointers adjusted to zero.

3.3 Functional Tests

Functional tests shall be carried out to ensure that all combinations of operation of the protection and control switching / selection result in the correct operation of circuit breakers, either by tripping or closing.

The following checks shall be carried out:

- All relays shall be operated in turn to trip or initiate auto-reclose of the breaker;
- All types of indication and alarms shall be checked for correct operation;
- The correct latching and resetting of master trip relays and other seal-in circuits shall be checked;
- Panel switches shall be checked for correct function and selection in all positions;
- Motor and transformer thermometers shall be checked for calibration and set point operation and the results noted in the site commissioning report;
- Buchholz relays on transformers shall be checked for surge and gas operation and the results noted in the site commissioning report.

3.3.1 Secondary Current / Voltage Injection Tests

- 3.3.1.1 All measuring type protection relays, particularly those using multiple inputs, shall be tested for operation at various points (not less than 5) on their operating characteristics by means of secondary injection tests.
- 3.3.1.2 The total circuit from the tests block, up to and including the relay, shall be tested by means of secondary injection and the results shall be noted in the site commissioning report.
- 3.3.1.3 Only the characteristics of the required final relay settings should be checked and noted during commissioning tests.
- 3.3.1.4 Secondary injection of Ammeter and Volt Meters to prove Operation & Calibration. Thermal function of ammeters to be proved. If selector switches are being used, then wiring prior to selector switch to be used to prove functionality of selector switch.

3.3.2 Primary Current Injection Tests

Primary current injection tests shall be done to prove the following:

- 3.3.2.1 That CT secondary currents reach the protection relays correctly;
- 3.3.2.2 That metering CTs saturate at the correct current levels;
- 3.3.2.3 That CT ratios and polarity are correct and that CTs were not damaged during transit and installation;
- 3.3.2.4 Stability of differential protection for through-faults and correct operation for internal faults.

The results of the above tests shall be noted in the site commissioning test report.

3.3.3 Circuit Breaker Trip Test

- 3.3.3.1 All new circuit breakers shall be tested for correct mechanical and electrical operation;

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- 3.3.3.2 Comprehensive tests shall be done to prove all interlocking mechanisms, safety locks, auxiliary contacts, switcher and latching devices, the anti-pump timer circuits, trip circuit supervision, racking devices, SF6 gas alarm circuits, trip-testing circuits, etc.
- 3.3.3.3 The resistance of the trip coils (main and back-up) shall be measured and noted in the site commissioning report.
- 3.3.3.4 The circuit breaker no load tripping time for each phase shall be measured at least three times and the results noted in the site commissioning report.
- 3.3.3.5 The circuit breaker no load closing time for each phase shall also be measured at least three times and the results noted in the site commissioning report.

3.3.4 Phasing of Primary Supplies

Only when the protection and control equipment has been tested as above can the equipment be energised at high voltage. However, to cover the possibility of incorrect primary connections, especially in relation to the existing HV network, phasing tests shall be carried out on all new equipment with respect to the existing system to which it is being connected as and when required.

3.3.5 On-Load Checks

Only after phasing tests have been completed can loads be supplied via the newly installed equipment. Load currents shall be used to carry out final checks on the polarity of voltage and current compared to power flow for multiple input relays.

The following tests (where applicable) shall be conducted and the results noted in the site commissioning test report:

- 3.3.5.1 Pilot wire differential protection stability tests;
- 3.3.5.2 Phase angle tests of current and voltage to prove correct relay operation;
- 3.3.5.3 Comparison of current magnitudes as a further check on CT ratios;
- 3.3.5.4 VT ratio checks when the system voltage is close to 100%.

Only when all load tests have been completed may the new equipment be placed in full-time operation.

3.3.6 Correction of Drawings

All alterations made on site to the equipment shall be marked up on the drawings. The marked-up drawings shall be returned to the original drawing office for correction of their master copies and thereafter be re-issued as "as commissioned drawings".

3.3.7 Witnessing of Commissioning Tests

The contractor shall inform the Senior Manager: Electrotechnical Services 14 days in advance of these tests so that a representative may be present to witness the site commissioning tests.

It should be noted that inspections and witnessing of the above tests will not relieve the contractor of his responsibility for meeting all the requirements of the specification.

3.4 Protection Settings

Only settings approved by the Senior Manager: Electrotechnical Services are to be applied to the protection relays. Stickers indicating the date that the settings were changed are to be attached to the protection relay; these stickers are to reflect a signature as well as a date.

- 3.4.1 Electro-mechanical Relays – Change Plug setting and time-multiplier.

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3.4.2 Solid State – Relay with Dip Switches, Plug Setting, Time Multiplier as well as curves.

3.4.2.1 Numerical – Application of settings for primary function of relay.

3.4.2.2 Logics – Numerical relays have additional function over and above the primary function of the relay. Additional logic application to be claimed here.

3.4.2.3 Settings - Numerical relays have additional settings over and above the primary function of the relay. Additional setting application to be claimed here

4. SITE COMMISSIONING TEST REPORT

4.1 A comprehensive site commissioning test report containing all the relevant test results shall be submitted to the Senior Manager: Electrotechnical Services after final commissioning has taken place.

4.2 The above site commissioning test report shall be submitted irrespective of whether a representative of the Senior Manager: Electrotechnical Services was present during the tests or not.

5. CALIBRATION OF TEST EQUIPMENT

5.1 All testing equipment and injection test sets used during site commissioning tests shall carry a calibration stamp or sticker issued by a recognised calibration centre (i.e. Eskom, CSIR, Bureau of Standards, etc.)

5.2 The date on the calibration stamp or sticker shall not be older than one year.

5.3 Tests performed with test equipment that do not comply with the above shall be rejected and the Senior Manager: Electrotechnical Services shall not accept equipment tested with this testing equipment.

6. BATTERY CHARGER

6.1 The Contractor shall test nominal supply voltage and current test operation of indication lamps, switches, relays and miniature circuit breakers.

- Test Float voltage and current
- Test boost voltage and current
- Test equalizer voltage and current
- Test ripple voltage
- Check alarm settings
- Carry out visual inspection

6.2 Should the Contractor be required to carry out the installation of Battery Charger and Battery Cabinet, The A.C. supply to the charger is to be connected to a dedicated supply that is not on Earth Leakage. The Battery Charger is to be connected to an isolator and not a wall plug/socket. The cabling is to be secured to the wall by means of steel conduiting. The D.C. Supply is to be on its own circuit and is to be installed in steel conduit.

7 BATTERIES

7.1 The Contractor shall:

- Carry out visual inspection on cells
- Test and check electrolyte levels
- Check and clean corrosion on post and links
- Check torque bolts and nuts
- Carry out cell readings, voltage and SG (Lead Acid), voltage (NiCad)
- Clean cells

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- Check battery environment

8 PRESSURE TESTING

The Contractor shall carry out Tan Delta Measurements for evaluating the dielectric condition of cables and transformers. When carried out at fixed intervals Tan Delta Testing (TD) will be the basis of predictive maintenance program. The contractor is to carry out approved TD Testing of Cables and Transformers as per the instruction of the client.

9 IR SCANNING

The Contractor to carry out IR scanning on Municipal equipment. The Contractors operator must be trained to a level 1 thermograph.

Contractor must have camera that operate at 50 hertz (real time).

Have telescopic lens to work in HV yards have an anemometer required for wind speed and humidity. An infrared thermography shall be used to detect abnormal heating connections on the control panels and distribution boards and other related equipment.

Complete detailed reports shall be submitted for each substation indicating each point scanned as well as the seriousness thereof. When the fault has been located, it shall be reported urgently to the responsible representative of the Electrical Department.

10 TESTING / COMMISSIONING 11 KV PANELS / RMU'S

10.1 Ductor testing of bus bar connection shall be carried out with Micro OHM meter that is able to induce a minimum of 600 amps. Independent tests are to be carried out on the Red, White and Blue phase (panel to panel and not the whole board on one test).

10.2 Connection of bus wiring between panels:

- ensure correct side or wire is being used
- all grommets are fitter per panel
- all connections are tight and secure
- continuity to be tested

11 EARTH MAT TEST

- The instrument used must determine the earth resistance measurement using the "fall of potential method"
- For any Switch House, Substation or Mini-Sub, the Earth Reading is to be below 1 Ohm
- If structures in a Substation are to be tested, then a common point is to be chosen and all the other points are to be tested to that point by means of Ductor testing.

12 DATA SHEET

Contractor to create a data sheet with the minimum following information but not limited to:

PROTECTION TESTING	
ITEM	CHECKS TO BE CARRIED OUT
Panel Data	Substation
	Panel Designation
	Panel Number
	Date Tested
Breaker Data	Make
	Serial Number
	Type
	Current Rating
	Short circuit rating
	Trip counter
	Spring charge
	Close function
	Earth facilities
Last maintenance	
Protection Relays	Function
	Make
	Serial Number
	Current / Voltage Rating
	Pickups
	Time multiplier
	High set
Current Trf	CT ratio selected
	Make
	Serial number
	Function
	Type
	Class
	VA
	Ratio
	Knee point
Voltage Trf	Earthing
	Make
	Type
	Serial number
	Voltage
	Rating
Battery Charger	Voltage factor
	Class
	Make
	Serial Number
Batteries	Type
	Make
	Type
	Cell voltage rating
	Cell A/H rating

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13 PROTECTION GRADING

A basic model created on ReticMaster will be available to the successful Bidder. All models created for protection grading are to be handed to Senior Manager: Electrotechnical Services in electronic format as part of this contract. The above model is of the HV and MV distribution network of Saldanha Bay and includes some of the load flow and fault level calculations. It would be required to carry out a network analysis and collect relevant data as and when needed. It is required to carry out a protection grading and coordination study for the HV and MV feeders. Compiling of a report and implement settings of the relays as per coordination calculation. The contractor is to maintain a model of the municipal medium and high voltage network so as to upgrade protection setting for changes in the network for the duration of this contract.

14 REPLACEMENT OF PROTECTION EQUIPMENT

The cost of major materials is to be excluded from the costing of the work. Minor material includes wire, lugs, identification numbers/tags, bolts, jigsaw blades, spray paint & masking tape. Allowance must be made for an approved blanking plate to be supplied where required.

- 14.1. When protection relays are to be installed an allowance must be made for additional wiring due to the upgrade from Electromechanical to Numerical Relays.
- 14.2 For umbilical cord installations, modifications need to be made on most panels for the inclusion of remote closing on the panels. This may include the Auxiliary wiring of the breakers.
- 14.3 Panel labels are to be of an engraved type (Black on a white background).

15 CLOSE OUT REPORT

After each section of the works completed the contractor will supply an overall report which shall include but in not limited to the following:

- Data Sheet
- Drawing
- Cost
- Condition Report
- Asset Register Report

16. SAFETY PLAN: OCCUPATIONAL HEALTH AND SAFETY PLAN

This Schedule shall be completed, signed and returned with bid documents of which it forms part. It is a requirement of this contract, that a Safety Plan, in accordance with Saldanha Bay Municipality's Safety Rules and Occupational Health and Safety Act 1993 as amended, be submitted with this bid. The safety plan must provide for the procedures and equipment necessary to undertake the scope of work specified in this bid document, in all aspects.

Failure to provide this Safety Plan would render the submitted bid, technically non-compliant. Bidders to take special note of the known security risks where special arrangements may be needed to work at specific premises.

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17. SCHEDULE OF EQUIPMENT

Items 1 to 11 of the equipment list below are pre-requisites; Proof of said specialized equipment is to be submitted for the Implementation of this contract, contractors without the equipment will not be considered. Failure to submit proof of equipment availability shall result in the offer being deemed non-responsive. Bidders are to submit ownership in the form of photographs, calibration certificates and equipment information; such as serial numbers, models and make of the listed specialized equipment.

NO	EQUIPMENT	RANGE
1	Computer Aided Primary Injection Equipment	Omicron CPC100 or Equivalent
2	Secondary Injection Equipment	100 Amps, 1 000 Volts
3	Computer Aided Secondary Test Set	Omicron CMC356 or Equivalent
4	Breaker Speed Tester	Speed Testing, Minimum Coil
5	Ductor Tester	600 Amps
6	Insulation Resistance Tester	5/10/15 kV.
7	VLF Tester, Include Tan Delta Function	46 kV, 0.1 Hertz
8	Meters & Hand Tools	Multimeters, Clip on Ammeters, Phase Rotation Meter, Hand Tools, 1000V Insulation tester, Torque Wrench, Flash to test ARC Sensor
9	Phasing Sticks	12 kV
10	Live Tester	Up to 66 kV
11	Infrared Camera	50 Hertz & Telescopic Lens
12	ReticMaster or equivalent	Load Flow Studies & Protection Grading

18. COMPETENCY OF BIDDER'S STAFF

This Schedule shall be completed, signed and returned with bid documents of which it forms part. Copies of qualifications of key personnel must be submitted with the returnable documents. Failure to complete this schedule may result in the offer being deemed non-responsive. In terms of Contract, the bidder intends using the following staff that are deemed competent as laid down in Saldanha Bay Municipality's Code of Practice and Safety Rules.

NAME	DATE OF SUCCESSFUL COMPLETION OF COURSE

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19. SCHEDULE OF STAFF

NO	FUNCTION	MINIMUM QUALIFICATION
1	Team Leader – Meet with Manager or Representative, Facilitate Protection Design, Attend to Equipment Inspections.	Test Engineer – B Tech (6 Years' Experience).
2	Protection Testing Team (Testing & Grading)	Test Technician – National Diploma (5 Years' Experience) Engineering Assistant
3	Cable Testing, IR Scan.	Field Technician – Electrician Engineering Assistant
4	Substation Maintenance Team – Battery maintenance, Live Current Readings, Ammeter Replacement, Relay Replacement	Field Technician – Electrician Engineering Assistant

NOTE:

The above Qualifications are a pre-requisite, Proof of which shall be submitted at the time of Tender submission. Without this proof the submission will be considered non-responsive and will not be considered further.

1. Details of the bidder's previous proven competency and experience in the execution of work of an identical nature to that described in this document
2. Curriculum Vitae of all electricians and supervisory staff the bidder intends to use on this contract, who are in the employ of the bidder and deemed competent at the time of bidding, detailing the following:
 - (a) Experience in the execution of work of an identical nature to that described in this contract
 - (b) Employees of the tenderer, deemed competent at the time of bidding, detailing the following:
 - (i) Qualifications
 - (ii) Details of Competency
 - (c) All new appointees to the tender will be authorised by the contract manager.

20. CODES OF PRACTICE

CODES OF PRACTICE AND SAFETY RULES

1. ORHVS directive - Underground cable
2. ORHVS directive - Substations
3. ORHVS directive - Overhead lines
4. Saldanha Bay Municipality directive - Safety rules
5. Occupational Health and Safety Act of 1993 as amended
6. Code of Practice for Wiring of Premises SANS 10142 - 2 / SANS 10142 - 1

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21. SCHEDULE OF MARK UP FOR THE SUPPLY OF MATERIAL NOT ISSUED BY SALDANHA BAY MUNICIPALITY

This Schedule shall be completed, signed and returned with bid documents of which it forms part.

This Schedule states the percentage to be added to proven nett cost for extra materials authorised by the Contract Manager:

Material: 5% per cent to be added to * proven materials costs.

* The contractor will produce all correspondence, quotations, invoices, vouchers, and receipted bills, and other particulars necessary to enable the Contract Manager to certify the correctness of claims for payment made.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Initial _____

22. SCHEDULE OF PLANT AND EQUIPMENT
--

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

1. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if mores space is required.

2. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Initial _____

23. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Saldanha Bay Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			

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

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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24. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS
--

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
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Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE		NAME (PRINT)		
CAPACITY		DATE		
NAME OF FIRM				

Initial _____

25. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS
--

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
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Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Initial _____

26. PRICING SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. Document **MUST** be completed in non-erasable black ink.
3. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
4. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Saldanha Bay Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Saldanha Bay Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

Are you/is the firm a registered VAT Vendor	INDICATE WITH AN 'X'							
	YES				NO			
If "YES", please provide VAT number								

Please note the following:

1. Saldanha Bay Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Initial _____

SECTION 4.4**PRICING SCHEDULE**

“All Unit Prices to be exclusive of Value Added Tax”

Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2021/2022	Year 2 2022/2023	Year 3 2023/2024	
	Schedule of Work					
1	Circuit Breaker Testing					
1.1	Circuit Breaker Mechanical Test: Per Switch Panel	Per Panel				
1.2	Circuit Breaker Electrical Test: Per Switch Panel	Per Panel				
2	Current Transformer					
2.1	Verify ratios per core	Per set				
2.2	Record mag curve per core	Per set				
2.3	Verify Polarity per core	Per set				
2.4	Measure Insulation Resistance per core	Per set				
2.5	Measure Loop Resistance per core	Per set				
3	Voltage Transformer					
3.1	Verify ratios per core	Per set				

Initial_____

Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2021/2022	Year 2 2022/2023	Year 3 2023/2024	
3.2	Verify Polarity per core	Per set				
3.3	Measure Insulation Resistance per core	Per set				
4	Protection Relays					
4.1	Overcurrent & Earth Fault Protection, Test Overcurrent and Earth Fault Relay Function (Electro Mechanical Relay)	Per Relay				
4.2	Overcurrent & Earth Fault Protection, Test Overcurrent and Earth Fault Relay Function (Numerical Relay)	Per Relay				
4.3	Test Directional Overcurrent and Earth Fault Relay Function (Electro Mechanical Relay)	Per Relay				
4.4	Test Directional Overcurrent and Earth Fault Relay Function (Numerical Relay)	Per Relay				
4.5	Test Sensitive Earth Fault Relay Function	Per Relay				
4.6	Test Breaker Fail Function	Per Breaker				
4.7	Feeder Differential Protection (Pilot Wire) – using primary injection test	Per Relay				
4.8	Feeder Differential Protection (Pilot Wire) – using secondary injection test	Per Relay				
4.9	Feeder Fitted with Inter-tripping Relays	Per Relay				
4.10	Master Trip and Auxiliary Relay	Per Panel				
4.11	Logic Function	Per Relay				
4.12	Aux Function	Per Relay				
5	Bus bar Protection / ARC Protection					

Initial _____

Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2021/2022	Year 2 2022/2023	Year 3 2023/2024	
5.1	ARC Sensors	Per Unit				
5.2	Master Relay, Light & Current	Per Unit				
5.3	Master Relay, Light only	Per Unit				
5.4	Cable Chamber Relay	Per Unit				
6	Timers					
6.1	Timers	Per Unit				
7	Transformer Commissioning Test and Checks					
7.1	Main Buchholz relay and auxiliary relay Elements	Per Unit				
7.2	Tap Change Buchholz relay and auxiliary relay Elements	Per Unit				
7.3	NEC/R Buchholz relay and auxiliary relay Elements	Per Unit				
7.4	Main Oil temperature sensor relay and auxiliary relay element	Per Unit				
7.5	NEC/R Oil temperature sensor relay and auxiliary relay element	Per Unit				
7.6	Winding temperature relay and auxiliary relay element	Per Unit				
7.7	Pressure relief valve relay & aux relay elements	Per Unit				
7.8	HV Restricted Earth Fault Relay (Secondary Injection)	Per Unit				
7.9	HV Restricted Earth Fault Relay (Primary Injection)	Per Unit				
7.10	LV Restricted Earth Fault Relay (Secondary Injection)	Per Unit				
7.11	LV Restricted Earth Fault Relay (Primary Injection)	Per Unit				

Initial _____

Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2021/2022	Year 2 2022/2023	Year 3 2023/2024	
7.12	Differential Protection Scheme (Electro Mechanical Relay)	Per Scheme				
7.13	Differential Protection Scheme (Numerical Relay)	Per Scheme				
7.14	Differential Protection Scheme (Primary Injection)	Per Scheme				
7.15	Neutral Earthing Resistor, Computer Aided Test Set Used	Per Unit				
7.16	Transformer Tap Changer Mechanism and Controller	Per Unit				
7.17	Transformer tap change panel single unit	Per Scheme				
7.18	Transformer tap change master follower scheme	Per Scheme				
7.19	Transformer Short Circuit (Taps, Min-Nominal-Max), Computer Aided Test Set Used	Per Unit				
7.20	Transformer Ratio Test (Taps, All), Computer Aided Test Set Used	Per Unit				
7.21	Transformer Open Circuit Test (Taps, All), Computer Aided Test Set Used	Per Unit				
7.22	Transformer Zero Sequence Test (Taps, Min-Nominal-Max), Computer Aided Test Set Used	Per Unit				
7.23	Transformer Vector Group (Taps, Nominal), Computer Aided Test Set Used	Per Unit				
7.24	Transformer Sweep Frequency (Taps, Nominal), Computer Aided Test Set Used	Per Unit				
7.25	Transformer – Resistance & continuity of OLTC (Taps, All), Computer Aided Test Set Used	Per Unit				
8	Requirements for On-Site Testing					
8.1	New panel, Verify Wiring According to drawings, Continuity & Insulation testing	Per Panel				

Initial _____

Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2021/2022	Year 2 2022/2023	Year 3 2023/2024	
8.2	Loop Resistance of Pilot Wire Cables	Per Scheme				
8.3	Pilot Cable Cores Insulation testing	Per Scheme				
8.4	Function Testing of Panel	Per Panel				
8.5	Secondary Injection of Ammeter / Volt Meter	Per Unit				
8.6	On-Load Checks	Per Panel				
8.7	Correction of Drawings	Per Panel				
9	Protection Settings					
9.1	Electro Mechanical	Per Relay				
9.2	Solid State – Apply settings	Per Relay				
9.3	Numerical – Apply settings and Logics	Per Relay				
9.4	Additional Logic per Numerical Relay	Per Relay				
9.5	Additional Setting per Numerical Relay	Per Relay				
10	Battery Charger					
10.1	110v (Visual Inspection, Float & Boost Voltage, Equalize Voltage, Clean unit, Current limits, Alarm card)	Per Unit				
10.2	30v (Visual Inspection, Float & Boost Voltage, Equalize Voltage, Clean unit, Current limits, Alarm card)	Per Unit				

Initial_____

Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2021/2022	Year 2 2022/2023	Year 3 2023/2024	
11	Batteries per bank					
11.1	NiCad (5 yearly test – load test, discharge test, re-torque terminals – 3 cycles of charging and discharging required)	Per Bank				
11.2	Lead Acid ((5 yearly test – load test, discharge test, re-torque terminals)	Per Bank				
12	Pressure Testing VLF, Tan Delta Testing of Equipment					
12.1	11kV switchgear	Per Panel				
12.2	11kV cable	Per Feeder				
12.3	66KV Bushings	Per Unit				
12.4	66/11kV, 2 winding Transformer	Per Unit				
13	IR Scanning					
13.1	Scanning	Per Hour				
13.2	Reporting	Per Hour				
14	11kV Panel Installation					
14.1	Ductor testing of Bus bar Connections	Per Node				
14.2	Connection of Bus wiring	Per Panel				
15	Earth Mat test					
15.1	Earth Matt Test	Per Matt				

Initial _____

Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2021/2022	Year 2 2022/2023	Year 3 2023/2024	
16	Data Sheet					
16.1	Create Data Sheet, Breaker, Relay, CT, VT, Settings, Battery Charger, Function Testing, Ductor, Megger, etc.	Per Panel				
17	Protection Grading					
17.1	Gather Data, CT Ratio, Relay Details, network analysis	Per Hour				
	Network model					
17.2	Expand model for fault levels, loading and coordination	Per Hour				
17.3	Load flow execution and verification	Per Hour				
17.4	Short circuit study and simulation	Per Hour				
	Protection coordination					
17.5	Expand model for fault levels, loading and coordination	Per Hour				
17.6	Protection grading study	Per Hour				
17.7	Protection discrimination graphical report	Per Hour				
18	Replacement of Protection Equipment					
18.1	Relay Replacement, Including Blanking Plate & Wiring	Per Unit				
18.2	Ammeter / Voltmeter, Including Blanking Plate & Wiring	Per Unit				
18.3	Umbilical Cord, Installation of Plug for Remote Trip / Close	Per Unit				
18.4	Umbilical Cord, Remote Cord Including Wall Installation	Per Unit				

Initial _____

Item No.	Description	Unit	Rate per Unit			Total
			Year 1 2021/2022	Year 2 2022/2023	Year 3 2023/2024	
18.5	Trip / Close Coils Replacement, Installation	Per Unit				
18.6	Panel Labels, Supply & Install	Per Unit				
18.7	MCB / Transducer Replacement	Per Unit				
19	Additional Day works					
19.1	Engineer	Per Hour				
19.2	Technician	Per Hour				
19.3	Authorized Person	Per Hour				
19.4	Draftsman	Per Hour				
19.5	Skilled Worker	Per Hour				
19.6	General Worker	Per Hour				
19.7	Transport to Electro-technical office in Vredenburg	Per trip				
19.8	Transport (Additional)	Per km				
			Total bid price (excl. VAT)			
			15% VAT			
			Total bid price (incl. VAT)			

Initial _____

Section 4.5**MBD 7.1****CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

- - - -

Initial_____

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

....

2.

Initial_____

Section 4.6

PRICE ADJUSTMENTS

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Failure to accept the automatic extension will render the bid non-responsive. Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.

Initial_____

SECTION 4.7

OMMISSIONS, ALTERATIONS AND ADDITIONS

Initial_____

SECTION 4.8

SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

(Please take note of the 2.5% deduction for Council payment for items as per Clause 1 in the “Special Conditions of Contract” document as well as the affirmation clause under the Price and Delivery Schedule.

Should your company **BE WILLING TO PROVIDE THE 2.5% deduction for payment within 30 days** as per the payment clause in the Conditions of Contract, then **complete the following.**

YES, my company **IS WILLING TO HAVE THE 2.5%** taken off of the payment of the items even though the 2.5% will not be taken into account in the adjudication of the tender.

Tenderer’s signature for acceptance of the 2.5% discount
(Only if tenderer wishes to provide the 2.5% discount)

Initial_____

SECTION 4.9

Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE SALDANHA BAY MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

..... ,
(Contractor/Mandatary/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,,
representing

..... , as an
employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:
OR Compensation Insurer:
Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable. I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set. I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day of.....20....

Signed at on the.....day of.....20

Witness

_____ for and on behalf of SALDANHA BAY MUNICIPALITY

Initial_____

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Initial_____

SECTION 4.10

E-PORTAL DECLARATION

<u>It is compulsory to confirm "yes or no" on all line items</u>	<u>Comply Yes/NO</u>
The original document collected from the Municipality must be submitted or, If documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non- responsive	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded	
Printed documents must be <u>binded securely</u> according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. <u>Do not</u> staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be binded to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the <u>Tender document</u> on <u>both sides</u> to save paper and for standardisation.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.11**SUPPORTING DOCUMENTATION FROM TENDERER**

Note :-

(No pricing or pricing adjustment documentation can be attached to the tender
Any pricing or pricing adjustment documentation which is attached by the tenderer will not be
considered

The schedules supplied by Council must be used for all pricing matters.)

Initial_____