MBHASHE LOCAL MUNICIPALITY

TENDER DESCRIPTION:

FOR

CHAPHAZA LINKLINE ELECTRIFICATION.

BID NO : MBH/INFR/0001/2026-27

NAME OF BIDDER:_____

TENDER RATES: _____

CSD NUMBER_____

BID ADVERTISEMENT

BID NO: MBH/INFR/0001/2026-27,MBH/INFR/0002/2026-27 & MBH/INFR/0003/2026-27

Mbhashe Local Municipality hereby invites service providers to bid for the **CHAPHAZA LINKLINE ELECTRIFICATION, KREQWENI HOUSEHOLDS ELECTRIFICATION & LANGENI HOUSEHOLDS ELECTRIFICATION.**

Project Name	Bid Number	Closing Date	Briefing Or Site Inspection Date	CIDB Grading	Enquiries	Availability of tender documents
CHAPHAZA LINKLINE ELECTRIFICATION	**MBH/INFR/0001/2026-27**	**11 September 2026 not later than 11h00** All completed bids must be in a **sealed envelope marked** "Bid Name, Bid No, Bidder's Name At 454 Streatfield Road in Dutywa During 07h30 to	**Compulsory Briefing:** **Wednesday: 02 September 2026 @** 11:00AM to be held at Mbhashe Town Hall at **Dutywa.**	**3EP or higher**	**Technical related Queries :** **Mr M. Maqakalana** **063 689 0659** **SCM related Queries : Ms. A Mbebe 072 399 8951** **During 08:00 to 16h30 from Monday to Friday**	**28 August 2026** at Mbhashe Local Municipality Budget and Treasury Cashiers' offices, 454 Streatfield Road, Dutywa upon payment of a non-refundable deposit of **R674,05** per document. EFT will be accepted, When paying through EFT please use the name of the company as a reference. The municipality will only be selling the hardcopy documents the electronic documents will be obtainable on the website www.mbhashemun.gov.za at no charge. **ACCOUNT TYPE: PUBLIC SECTOR CHEQUE ACCOUNT, ACCOUNT NUMBER:62231175953 FIRST NATIONAL BANK BRANCH CODE: 211121** **+BRANCH NAME: DUTYWA SWIFT CODE: FIRNZAJJH**
KREQWENI HOUSEHOLDS ELECTRIFICATION	**MBH/INFR/0002/2026-27**					
LANGENI HOUSEHOLDS ELECTRIFICATION	**MBH/INFR/0003/2026-27**					

THE ADVERT IS ISSUED IN COMPLIANCE PREFERENTIAL PROCUREMENT REGULATION 2022 (PPR)

Stage 1: Assessment of Administrative Compliance

- Only bidders who are responsive in terms of administrative compliance will be evaluated further to stage 2.

Stage 2: This stage will focus on evaluation of specification and bidders ability to execute the projects:

- Bidder must respond in accordance with all the minimum requirements and conditions of the tender as detailed in the terms of reference, failure to comply will result in disqualification.

Stage 3: Evaluation will be done based on the 80/20 preferential point system.

- Where 80 points will be allocated for price and 20 for specific goals. Bidders must submit the required documentation to claim preference plan.
- The 80/20 preferential system will be applied, where points 80 points will be allocated for price and 20 for specific goals.

SPECIFIC GOALS

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system)** **(To be completed by the tenderer)**	**Required documentation or proof to claim the points.**
Procurement under the 80/20 preference points system where the enterprise head office or primary place of business is located: Points for enterprises within Mbashe municipal area Points for enterprises within Amathole District region Points for enterprises within the Eastern Cape Province	 4 2 1	ID copy of directors / owner and CSD report
Business owned by 100% black person. Business owned by more than 50% black person Business owned by equal or less than 50% black person. Bidder will be entitled to claims in one of the above.	4 2 1	ID copy of directors / owner and CSD report
Business owned by 100% black women. Business owned by more than 50% black person Business owned by equal or less than 50% black women. Bidder will be entitled to claims in one of the above.	4 2 1	ID copy of directors / owner and CSD report

Business owned by more than 50% youth	2	ID copy of directors / owner and CSD report
Business owned by more than 50% disabled person	1	Medical report / Certificate
SMME's	5	Sworn Affidavit issued by the Commissioner of Oath or a certificate from the Verification Agency as means of verification

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING CONDITIONS OF THE TENDER:

- The Validity period of Bids is 90 days from the closing date.
- Bidders to submit a Tax Compliance status document with Pin issued by South African Revenue Services (SARS) or CSD number to verify tax status.
- Bidders are required to submit proof of registration of CIDB.
- Bidders must submit letter of Good standing from the Department of Labour.
- Failure to complete, date and sign **MBD 4, MBD 8, and MBD 9** will render the bidder non-responsive**.**
- **Failure of directors / trustees / shareholders / members to declare companies involved in under MBD 4, Item 2.11 , will result in disqualification .**
- Electronic tender documents will also be available on the municipal website **www.mbhashemun.gov.za**
- Bidders must be registered on CSD if the bidder is not registered the bid will be deemed non-responsive.
- Failure to submit JV agreements (where applicable) or Consortium Agreements will lead to a disqualification.
- Latest billing clearance certificate **OR** statement of municipal account not older than three months **OR** a lease agreement of the bidding company must be attached.**,** Cllrs letter will not serve as a billing clearance certificate. **Please note for any address provided as the preferred on CSD and CK there must be a lease agreement or billing rates clearance which will serve as a proof that the company does not owe rates for the addresses provided in the CSD and CK. Bidders are advised to ensure that they align the addresses on CSD and CK to the lease agreement and billing clearance attached**.
- All certified documents must not be older than Six (06) months.
- Late, telegraphic, facsimile, emailed, electronic copy, incomplete or unsigned bids will not be considered.
- Non-disclosure by the service providers who are in the service of state and service providers listed on tender defaulters will lead to disqualification.
- Completed Bids and supporting documentation, placed in a sealed envelope clearly written on the outside of the envelope with bid details of project must be dropped in the marked tender bid box placed at the reception of the Mbhashe Local Municipality offices at 454 Streatfield Road in Dutywa During 07h30 to 16h30 from Monday to Friday, no later than **Friday,11 September 2026 before 11H00 am** on the date as mentioned above. All the received bids will be opened in Public at the same time and date.
- Mbhashe Local Municipality does not bind itself to accept the lowest or any bid and reserves the right not to accept the whole or any part of the bid.
- **The municipality will not be liable for any misplaced or late tender document delivered by Courier Company**.
- Bidders will be evaluated in accordance with the Municipality's Supply Chain Management Policy and in terms of Preferential Procurement Policy Framework Act new regulations of 2022 and will be based on 80/20 points system.

Issued by

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M. NAKO

MUNICIPAL MANAGER

MBHASHE LOCAL MUNICIPALITY

454 Streatfield Road, P.O Box 25, Dutywa, South Africa, 5000

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**MBH/INFR/0001/2026-27**	CLOSING DATE:	**11 September 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**CHAPHAZA LINKLINE ELECTRIFICATION.**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

MBHASHE LOCAL MUNICIPALITY
454 STREATFIELD ROAD
DUTYWA
5000

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE *IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES ENCLOSE PROOF]	***ARE YOU A FOREIGN BASED SUPPLIER FOR*** *THE GOODS /SERVICES /WORKS OFFERED?*	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		*RATES*	**R**
SIGNATURE OF BIDDER	……	*DATE*	
CAPACITY UNDER WHICH THIS BID IS SIGNED	……		

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SCM	CONTACT PERSON	Mr M. Maqakalana
CONTACT PERSON	Ms A. Mbebe	TELEPHONE NUMBER	063 689 0659
TELEPHONE NUMBER	072 399 8951	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	maqakalanam@mbhashemun.gov.za
E-MAIL ADDRESS	mbebea@mbhashemun.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……

PAST EXPERIENCE

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

…….. **…….**

DATE **SIGNATURE OF BIDDER**

A. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

The Mbhashe Municipality has identified a general set of prerequisites for procurement. Bids will not be considered should the prerequisites not be met.

1.1 GENERAL PREREQUISITES

Introduction

This Section covers a general set of prerequisites that have been identified for supply chain management by the Mbhashe Municipality. All Bidders must submit the information requested below. Pro-forma data sheets can be found in the Annexure. Bidders will not be considered should the prerequisites not be met.

Criteria

a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed. See **Annexure "D"**.

b) The Declaration of Interest form must be completed.

c) The bid document must be completed in all respects in black ink.

d) Bids must be submitted on original bid documents.

e) Bid documents must remain intact and no portion may be detached.

Joint Ventures

f) A joint venture that is awarded a contract with Mbhashe Municipality must be registered as a separate company with the Registrar of Businesses.

g) The joint venture must be registered with South African Revenue Services.

h) A separate bank account must be in place for the joint venture.

OFFER ANDSPECIAL CONDITIONS

1. All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed and signed where required (failure to submit complete document will lead to disqualification).
2. In the event that any form or certificate provided in Part 4 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or

certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

3.1The closing date and time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be deposited in the bid box before the closing time and date stipulated above, at the address detailed on the cover page of this invitation to bid. 454 Streatfield Street, Dutywa,5000

4. ENQUIRIES

4.1Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

5. PRICING

5.1 The bidder(s) must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as which completed form/s must be submitted together with the bid documents.

5.2 PRICING MUST BE STIPULATED INCLUSIVE OF VALUE ADDED TAX

5.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form

6**. TAX COMPLIANT**

Mbashe Local Municiaplity will verify bidders Tax Compliant Status on CSD, if the recommended bidder is found to be noncompliant during the time of award, such bidder will be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligation within seven working days. The bidder should thereafter provide the municipality with proof of their tax compliance status which will be verified via the Central Supplier Database (CSD) or e-filing. Should the recommended bidder fail to provide written proof of their tax compliance status in terms of the paragraph above the intension to award will be cancelled

7. **DECLARATION OF INTEREST** The bidder should submit a duly completed and signed declaration of interest (MBD 4) together with the bid.

8. **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES** The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices (MBD 8) is attached.

9.**CERTIFICATE OF INDEPENDENT BID DETERMINATION** The bidder must complete the certificate of independent bid determination and sign accordingly to submit with the bid. The certificate of independent bid determination (MBD 9) is attached.

10.**PARTNERSHIPS AND LEGAL ENTITIES** In the case of the bidder being a partnership all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid.

11. **CONSORTIUM / JOINT VENTURE**

11.1 It is recognized that bidders may wish to form consortia to provide the Services.

11.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:

- 11.2.1 It shall be signed so as to be legally binding on all consortium members;

11.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members.

11.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the municipality and receive instructions for and on behalf of any and all the members of the consortium;

11.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.

11.2.5 The lead member must comply with all the requirements of the bid.

11.2.6 Preference points will be only awarded when a consolidated B-BBEE Certificate is submitted

12. **VALIDITY** Bid documentation submitted by the bidder will be valid and open for acceptance for a period of (90) calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

13. **ACCEPTANCE OF BIDS** The Mbhashe Local document does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of Mbhashe Local Municipality.

15. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

15.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a “need to know” basis with the approval of the municipality

16. ACCURACY OF INFORMATION

16.1 The information contained in the invitation to bid has been prepared in good faith. The municipality nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

17.1.1 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

18. COMPETITION

18.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

18.1.1 In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

18.1.2 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they are encouraged to discuss their position with the competition authorities before submitting a response.

19. SUPPLIER DUE DILIGENCE

Mbashe Local municiaplity reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

C. GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the Mbhashe Municipality.

2. EXTENT OF BID

This contract is for – **CHAPHAZA LINKLINE ELECTRIFICATION.**

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the Council and the Municipality against all risks or claims, which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

8.1 PENALTY PROVISION

Should the successful Bidder:

[a] Withdraw the Bid during the afore-mentioned period of validity; or

[b] Advise the Municipality of his / her / their inability to fulfil the contract; or

[c] Fail or refuse to fulfil the contract; or

[d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

[a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.

[b] The difference between the original accepted Bid price (inclusive of escalation) and:

[i] A less favourable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or

[ii] A new Bid price (inclusive of escalation).

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

10. PRICE ESCALATION

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

11. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

12. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed and will be required to begin work on the assignment immediately upon appointment.

The duration of this Project is four (04) months.

13. DELIVERY PERIODS

Delivery periods, where indicated must be adhered to. Notwithstanding the termination, date of the assignment the bidder will be required to submit progress reports to the Municipality. The contract form, frequency and dates thereof will be stipulated and agreed upon by the parties upon the awarding of the Bid.

14. CLOSING DATE / SUBMITTING OF BIDS

Completed bid documents are to be placed in a sealed envelope endorsed **"CHAPHAZA LINKLINE ELECTRIFICATION.**. "Must be deposited in the Bid Box, at the offices of the Mbhashe Local Municipality, 454 STREATFIELD STREET, DUTYWA, NOT LATER THAN **11H00 ON FRIDAY, 11 SEPTEMBER 2026**, AT WHICH TIME THE BIDS WILL BE OPENED IN PUBLIC.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

16. BID AND PROJECT ENQUIRIES

Please refer all SCM enquiries to **Ms A. Mbebe via e-mail on mbebea@mbhashe.gov.za.** All Project enquiries to **Mr M. Maqakalana via e-email on** maqakalam@mbhashemun.gov.za

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 provider, 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 provider 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 any thing of the 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 consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider 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 provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 **"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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.

1.25 **"Written"** or **"in writing"** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

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

5. Use of contract documents and information; inspection

5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The provider 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 provider's performance under the contract if so required by the purchaser.

5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

6.2 When a provider developed documentation/projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the municipality or municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) 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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor

shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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.

12. Transportation

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

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- **(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 provider of any warranty obligations under this contract; and**
- **(e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.**

13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts

14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

- **(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and**
- **(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 provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights, which the purchaser may have against the provider under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase/decrease of quantities

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

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

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

21.2 Successful bidder will be required to demonstrate subcontracting to local businesses providing the media, marketing and advertising services within Mbhashe jurisdiction.

22. Delays in the provider's performance

22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

22.5 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 provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. **Termination for Default**

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

(a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

25. Anti-Dumping and Counter-Vailing Duties and Rights

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer

required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

26. **Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forteiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination for Insolvency

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

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.4 Notwithstanding any reference to mediation and / or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. **Limitation of Liability**

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
(b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

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

31. Applicable Law

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

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33. Taxes and Duties

33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

34. Transfer of Contracts

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

35. Amendment of Contracts

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

CHAPHAZA LINKLINE ELECTRIFICATION PROJECT FOR 2026-27 FINANCIAL YEAR

1. PURPOSE

To request for the approval of the specification for Chaphaza linkline electrification project for 2026-27 financial year.

2. BACKGROUND

Electrifying Mbhashe Local Municipal Rural areas of Dutywa as Municipality is responsible for this project, INEP programme is a full function of Infrastructure Services hence the Department of Electricity and Energy (DEE) is offering this Grant to end this historical backlog and extensions.

3. DURATION

This project will be implemented for a period of four (04) months contract.

4. OBJECTIVES

The objective of the project is to provide basic services for the community of Mbhashe Local Municipality. Currently the focus is to construct the linkline at Chaphaza Village based on the available budget with the future plans to electrify households.

5. SCOPE OF WORK AND SPECIFICATION REQUIREMENTS

- The appointed Service Provider to study the existing infrastructure services of the area in order to identify current challenges and scope to address those challenges.
- The appointed Service Provider to conduct a study to determine the best technical approach to implement the project.
- Prepare and present monthly progress report to the client.
- All the Medium Voltage/Low Voltage Network must be designed and constructed in accordance with Eskom distribution standards.
- Compulsory briefing

6. TENDER CONDITIONS AND DESCRIPTION OF SERVICES TO BE RENDERED

The prospective Service Provider should perform the following:

- The appointed contractor must be familiar with the existing Electrical Infrastructure in order to energize.
- Prospective service provider can do the joint venture and CIDB after joint venture must be 3EP or higher.

- To be responsible for applying best South African procedures including safety aspects in the execution of the works.

- To make sure that all supplied construction materials by the appointed contractor must be new and the date of manufacturing must correspond to the year of installation. No substandard work will be allowed.
- To plan, monitor and control the execution of all the work, services and supplies.
- To be responsible for the quality and completeness of its technical services.
- To attend progress meetings, prepare and submit interim progress reports to the client.
- Prepare and submit to the Municipality a works program, estimated cash flow, maintenance and tracking of the actual and planned progress on various project deliverables.
- Ensure the proper monitoring of the quality of work to be carried out by the appointed contractor and provide technical assistance on site as and when required.
- All applicable penalties will apply.

7. FINANCIAL SOURCE OF FUNDING AND YEAR OF ALLOCATION

Department of Electricity and Energy (DEE) – 2026/27 financial year INEP Electrification project

Project cost estimate
service provider is expected to supply COST PER CONNECTION

8. TERMS OF REFERENCE

- The duration of the contract will be four (04) months
- A joint venture is allowed
- The number of kilometres to be constructed is 6.72 kilometres.
- The Municipality will seek approval from Eskom for isolation and earthing, this will be upon submission of plans by the successful bidder.
- Contractor must have CIDB 3EP or higher.
- This project must be completed within a period of six (06) months after receiving appointment letter.
- Eskom specifies the use of AAAC 35mm conductor for both MV and LV lines to the project that are close to the coast. AAAC 35mm conductor and is considerably more expensive than FOX conductor.
- The villages are in undulating terrain that have a high prevalence of rock. This results in higher excavation costs as rock blasting and/or rock drilling is required. The difficult access

also results in higher labour costs as some poles can only be planted by hand due to trucks not being able to access all sites.

- Use 11 metre wooden poles for medium voltage with a hole of 1,8 metre deep
- Quality of material to be approved by SANBS
- Payments will be done in four phases, first phase when the Contractor has delivered all the material on site to commence the works.
- Second batch when the plantation of poles and stringing of conductor has been done.

REQUIREMENTS QUALITY CRITERIA	MINIMUM REQUIREMENT	EVIDENCE
REQUIREMENTS Similar projects for Electrification that were successfully conducted in public sector.	At least three (03) Similar projects for Electrification that were successfully conducted in public sector.	Appointment letter, Completion Certificate and Reference letter
EXPERTISE ▪ Contract Manager with B-tech/Degree in Electrical Engineering. ▪ Construction Supervisor (Site Foreman) with National Diploma (ND) in Electrical Engineering. ▪ LV/MV authorisation (for safety reasons, in case of streetlight working) ▪ Personnel with a trade test certificate	▪ Contract Manager with B-tech/Degree in Electrical Engineering. ▪ Construction Supervisor (Site Foreman) with National Diploma (ND) in Electrical Engineering. ▪ LV/MV authorisation (for safety reasons, in case of streetlight working) ▪ Personnel with a trade test certificate	• Detailed company structure with responsibilities of project team • Proof of CV's with Certified copies of certificates and certified ID must be attached.
Plant/equipment Crane truck Truck 2x LDVs Hydraulic drilling machine	**Plant/equipment** Crane truck Truck 2x LDVs Hydraulic drilling machine	Proof of ownership by means of eNaTis certificates must be attached. In case of hiring the bidder must attach written letter with the plant hire company and also the proof that the machinery will be available during construction. In terms of Hydraulic Drilling Machinery, The proof of the following must be attached. ▪ Original purchase invoice / tax invoice. Or ▪ Ownership certificate, if issued by the manufacture or dealer

METHODOLOGY Clear methodological statement indicating how the project will be undertaken – meth statement must be expressed in project phases. Health and Safety plan	The bidder should at least demonstrate the activities to be carried out. Health and Safety plan	Program of Works clearly defining each activity and duration. Proof of Health and Safety plan

Bidders should take note of the above technical (quality) evaluation criteria.

[a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.

[i] **Experience -** The experience annexure must be completed. Only list projects of a similar nature undertaken focusing on electrical Material and their value.

[ii] **Expertise** – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.

[iii] **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with timeframes and clearly explaining how the work will be implemented.

BILL 1-	CHAPHAZA DETAILED DESIGN				
ITEM No.	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
1					
1.1	Compliance with all the contractual requirements of the contract, including project programming, outage management, weekly progress reporting, materials management, meetings and quality & environmental management	Sum	1	20,00%	R 26 206.4
1.2	**Establish facilities on site. The Contractor shall provide a fenced space at least 1.8m high with a lockable gate for a temporary Site Office and Stores where all drawings and Specifications will be kept, as well as the provision of safe and Facilities for Contractor: Facilities for Contractor:**				
	a) Offices & Storage sheds	Sum	1	R 17 550,44	R 17 550,44
	b) Establishment of staff accommodation, office accomodation on site for site meetings and a clerk of Works including office furniture and telephone / telefax as specified and facilities.	Sum	1	R 15 242,89	R 15 242,89
	c) Ablution & latrine facilities	Sum	1	R 2 219,39	R 2 219,39
	d) Tools & equipment	Sum	1	R 2 719,39	R 2 719,39
	e) Water supplies, electric power & communications	Sum	1	R 2 465,99	R 2 465,99
1.4	Removal of all items indicated above upon completion of consuption of construction and making good and restoring of the Site to the satisfaction of the Project Manger	Sum	1	R 1 879,88	R 1 879,88
1.6	**Construction Name Board -** The Contractor shall place a board bearing the details of the project and all relevant stakeholders.	Sum	1	R 3 500,00	R 3 500,00
2.	**Occupational Health & Safety Requirements**				
2.1	Provision for Legal and Contractual Compliance.	Sum	1	R 15 000,00	R 15 000,00
2.2	Provision of personal protective equipment and clothing for all the contractor's staff, including sub-contractors.	Sum	1	R 15 900,00	R 15 900,00
2.3	Provision of safety measures, e.g.. Fall arrest systems, shoring for safety purposes etc.	sum	1	R 12 000,00	R 12 000,00
2.4	Compliance with OH&S Act & Construction Regulations.	Sum	1	R 2 200,00	R 2 200,00
3.	**Compliance with the Requirements for the Expanded Public Works Programme** Note: The reports are to be submitted with the contractors monthly invoice.				
				SUB TOTAL (BILL 1) PAGE 1 B/F	R 90 677,99
				SUB TOTAL (BILL 1) PAGE 1 C/F	

BILL 1 - PRELIMINARY & GENERAL					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL PRICE (SA RANDS)**
	Amount brought forward from previous page				
5.1	Contractors must allow for outages being done of weekends		1		
5.2	Provide detailed breakdown of outage scope complete with time allocations to be handed to the Project Co-Ordinator at the outage planning meeting prior to the outage - [minimum of 48 hours]	ea	1		
					R -
6.	**Time Related Items (To maintain site for the duration of the project)**				R -
6.1	Operate and Maintain Facilities on Site Facilities for Contractor:				R -
			3		
6.3	Contract management and full time supervision of the works	Months	3		
6.4	Community Liason Officer conversant in Xhosa and local cultural norms	Months	3		
	Securiy				R -
6.5	Contractorshall provide security guard/s to ensure the site including offices, storage sheds and all material are protected from theft or any damage. The Contractor needs to be ensure that the above mentioned is guarded 24hrs a day.	Months	3		
7	Inspection, outage and energising processes	Sum	1	R 250 000.00	R 250 000.00
Note	**No Softccopy will be supplied by the municipality -While every effort has been put in to ensure correct calculations. It is the sole responsibility of the Contractor to ensure an accurate submission**				
	TOTAL : Carried forward to summary				R -

BILL NO: 3	MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM						
Item	DESCRIPTION	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price
	Conductor						
	Note that 5% additional to net conductor length has been measured to allow for sag and cut-offs. Measured lengths for stringing shall be net conductor lengths and unit rates shall allow for sag, cut-offs, etc. Off load on site the conductors and install, the running out of, regulating, making off of, and trying in, safely store on sealed drums with ends adequately secured as specified. Stringing of conductor ties, strain clamps, suspension clamps, tensioning, saggig etc. The following dimensions will all be "CONDUCTOR LENGTH" not route length						
3.1	**MV ACSR**						
3.1.1	FOX Conductor	D3136	**m**	16500			
3.1.2	HARE Conductor	D3136	**m**				R -
							R -
	Medium Voltage Structures						R -
							R -
Note	Allow for the following structures and Insulator assemblies in accordance with the specifications as shown in the drawings. Include the drilling of holes and treating of such holes, the provision of the U-nails and Earthwire in accordance with Munic specifications. The supply and Installation of 15m of 3/3.35x1100MPa steel wire for a GIL for each pole structure as per Munic specification. Exclude the suppy and planting of holes, stays and struts which are measured elsewhere.						R -
	Supply and Install all material as specified for the construction of the following MV Structures. Including bonding of hardware and earthing. All excavations, poles, crossarms and stays are measured elsewhere.						R -
							R -
3.2	3 PHASE TAKE-OFF - DELTA/ 1.3m STEEL CROSSARM	D1803	**No**				R -
3.3	RECLOSER STRUCTURE - GENERAL ARRANGEMENT	D1825	**No**				R -
3.4	CT/VT METERING BULK TARIFF IN LINE (GENERAL ARRANGEMENT)	D1840	**No**				R -
3.5	SECTION / EQUIP. LINKS / DISCON 1.3m STEEL XARM / SINGLE POLE	D1850	**No**	4			
3.6	SECTION / LOAD BREAK SWITCH - G/ LINK STICK OPERATED - POLE MTED. **c/w INDICATOR, FAULT PATH PERM BASC C/M D3037**	D1857	**No**		R -		R -
3.7	TRFR- 5- 100kVA / SINGLE POLE MOUNTED GEN. AR'GEMENT	D1866	**No**	4			
3.8	TRFR 100-200kVA -2-POLE P/FORM MOUNTED (IN-LINE) GEN AR;GEMENT	D1863	**No**	0		R -	R -
3.9	3 PHASE - H-POLE / 2x 4.5m WOOD XARM STRAIN - LARGE (61 - 90 DEH.)	D1873	**No**		R -		R -
3.10	INTERMEDIATE CAPE A FRAME HARE PORC 4KN. **c/w BIL downwirev (3x3.35 staywire) & BIL Gap device (*TG001) on Interm Pole 10m**	D6022/I	**No**	34			
3.11	STRAIN W.CAPE A-FRAME HARE ELBROC (INLINE STRAIN)	D6022/0	**No**	19	R -		
3.12	STRAIN (0-60D) W.CAPE A-FRAME FOX ELBROC	D6022/60	**No**	23			
3.13	STRAIN (60-90D) W.CAPE A-FRAME FOX ELBROC	D6022/90	**No**	16			
3.14	STRAIN W.CAPE FOX ELBROC (TERMINAL)	D6022/T	**No**	5			
	TOTAL : Carried forward to summary				R -		

BILL NO: 5	SUPPORT FOR OVERHEAD RETICULATION						
	CHAPHAZA ELECTRIFICATION PROJECT						
Item	DESCRIPTION	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price
	Poles and Crossarms						
	Poles for service connections are measured elsewhere						
Note	**Supply and install pole in excavated hole, including cutting and scarfing, kincking blocks, bomding, treating, etc. Excavations and compaction are measured elsewhere. MV Flying stay and strut poles are included here.**						
5.1	9m Pole, 140-159mm top diameter	D-DT-0051	No				
5.3	9m Pole, 160-179mm top diameter	D-DT-0051	No	0			R -
5.4	11m Pole, 160-179mm top diameter	D-DT-0051	No	60			
5.5	11m Pole, 180-199mm top diameter	D-DT-0051	No	100			
5.6	11m Pole, 200mm top diameter	D-DT-0051	No	101			
5.7	12m Pole, 200-219mm top diameter	D-DT-0051	No	15			
5.8	Rock drilling (RE-MEASUREABLE) to be verified by COW prior to commencement	D-DT-0053	No				
	Supply, off load and install the following Galvanised Steel and Wooden cross arms.						
5.9	2.5m, 140-159mm Diameter	D-DT-0061	No				
5.10	4.5m, 160-179mm Diameter	D-DT-0064	No				
5.11	XARM,ST CHANNEL 1300LG FOX/MINK D3027	D-DT-3027	No	81			
5.12	XARM, A-FRAME 1.24x1m HG STD INTERM D2154	D-DT-2154	No	60			
5.13	XARM, A-FRAME1.24x1m HG STD STRAIN D2155	D-DT-2154	No	21			
	Stays, Flying Stays and Anti-Climbing Devices						
Note	**Existing stays can be refused as lomngh as they are in the correct position, with the NEW galvanised steel Wire. The unit price for a standard stay and an aerial stay shall include the wooden poles, but I nclude the stay wire, stay rods, insulators, stay plate, stay guards, bitumastic paint, guy grip dead end, earthing of stay, line splice, precast concrete slabs, pole clamp, nuts bolts and washersetc. The following stays shall be in in accordance with the specification and shall include a stay plate**						
5.14	LV Stay	D-DT-0350	No	0			R -
5.15	MV Stay	D-DT-0341	No	300			
	Amount Carried over to next page						

	CHAPHAZA ELECTRIFICATION	ENQUIRY NO.					
Item	DESCRIPTION	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price
	Amount brought forward from previpous page						R -
	The following struts shall be in accoprdance with specification						
5.16	MV Strut (all sizes)	D-DT-0342	No	3			
5.17	LV Strut (All sizes)	D-DT-0343	No	11			
	The following Flying Stays shall be in accoprdance with specification amnd shall exlude poles						
5.18	LV Flyingg Stay	D-DT-0350	No				
5.19	MV Flying Stay	D-DT-0343	No				
	The following Anti-Climbing devices shall include as specified by Eskom						
5.20	Anti climbing device		No	4			
	Excavations and Compaction. One hundred percent Drilling						
Note	**The excavations for service connections are measured elsewhere**						
	Determination of pole positions, excavate in all ground conditions as nevessary, and supply a mechanical boring device if required. The rate shall include backfilling, compactionnto 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval or the PM(C). DStay and Struts pole holes are seperated here.						
5.21	Pickable Soil by Hand Hole for 7m pole - 1.3m deep		No				
5.22	Drilled Hole for 7m pole - 1.3m deep		No				
5.23	Pickable Soil by Hand Hole for 9m pole - 1.5m deep		No	0			R -
5.24	Drilled Hole For 9, pole - 1.5m deep		No	0			R -
							%
5.25	Pickable Soil by Hand Hole for 11m pole - 1.8m deep		No	261			
5.26	Drilled Hole for 11m pole - 1.8m deep		No	34			
	Amount carried over to next page						

Item	DESCRIPTION	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price
	Amount brought forward from previpous page						R -
5.27	Pickable Soil by Hand Hole for LV Stay - 1.5m deep		No	0			R -
5.28	Drilled Hole for LV stay - 1.5m deep		No	2			
5.29	Pickable Soil by Hand Hole for MV Stay - 1.8m deep		No	300			
5.30	Drilled Hole for MV Stay - 1.5m deep		No	5			
5.31	Pickable Soil by Hand Soil for MV Strut - 0.5m deep		No	3			
5.32	Drilled Hole for MV strut - 0.5m deep		No				
5.33	Pickable Soil by Hand Hole for LV Strut - 0.5m deep		No	13			
5.34	Drilled Hole for LV Strut - 0.5m deep		No				
	Pole Labels						
	Supply and Install labels on all poles in accordance with the specifications including the provision of all fixing materials						
5.35	Transformer Labels		No	4			
5.36	Link Labels		No	4			
5.37	Pole Top box phasing Labels		No	22			
5.38	Misdoffer Labels		No	4			
							R -
	Line Route Clearing						
	Clearing of trees from servitude, Inclunding the stacking or disposal of cuttings and debries, as directed by Eskom, and the poisoning of stumps with an approved poison.						
5.39	Dense bush (thin dense blackwattles, thornbrush or brambles - not possible to walk throught) MV 12m wide strip (6m either side of the centre line) to be cleared and poisoned		m	250			
5.40	Ditto, but for LV 1m wide strip and no poisoning required		m				R -
5.41	Small trees (less than 30cm diameter scattered bush or plantation - accessible on foot MV 12m wide stip (6m eityher side of the centre line) to be cleared and poisoned		m	250			R -
5.42	Ditto, but for LV 1m wide strip and no poisoning required		m	350			
5.43	Large trees (greater than 30cm diameter) including poisoning		No	450			R -
	Rock holes and Blasting						
	Rock holes and blasting for pole bases as required						
5.35	Provisional blasting - Up to 2,2m deep. Each hole to be verified by Clerk of Works. Develop a method statement in accordance with explosives legislation, by an appointed person who is competant in the use of explosives for excavation work and that the procedures therein are followed. Ref CR (11)		No	100			R - R -
5.36	Rock excavation (the contractor is to provide adequate measures to ensure a rock hole be exacavated to the correct depth to faciliate the correct infrastructure, this may include the excavation per rock hole by mechanical means viz. Compressors dependent on diesel fuel to accommodate Jackhammer drilling). These Rock Holes to be verified by the relevant Clerk of Works. Ref CR (11)		No	100			
	Stringing of conductors across a road. All Traffic Control measures, including Police Notifaction and Satutory requirements						
5.46	Comply with Traffic Control requirements		No	0			
	TOTAL : Carried forward to summary						R -

	FINAL SUMMARY				
CHAPHAZA ELECTRIFICATION					
Item	DESCRIPTION	Detail Reference	Supply Rate	Install Rate	Total Price
1	PRELIMINARY AND GENERAL		R -	R -	R -
	MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM		R -	R -	R -
	MEDIUM VOLTAGE OVERHEAD DISTRIBUTION LINES		R -	R -	R -
	CONTIGENCIES (10%)				
	SUBTOTAL 1 EXCLUDING VAT				**R -**
	ADD VAT @15%				R -
	GRAND TOTAL VAT INCLUSIVE				**R -**

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

Name of Bidder……Bid Number: **MBH/INFR/0001/2026-27**

Closing Time: **11h00** Closing Date: **11 September 2026**

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

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

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

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

*Delete if not applicable

MBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

E: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder……. Bid Number: **MBH/INFR/0001/2026-27**

Closing Time: **11h00** Closing Date: **11 September 2026**

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCUDED)

Required by: ……

At: ……..…….

Brand and model ……..…….

Country of origin ……..…….

Does the offer comply with the specification(s)? ***YES/NO**

If not to specification, indicate deviation(s) …….……

Period required for delivery …….

Delivery: *Firm/Not firm

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

*Delete if not applicable

MBD 3.3

PRICING SCHEDULE

(Professional Services)

Name of Bidder:……	Bid Number: ……
Closing Time: ……	Closing Date ……

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. R……

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	-----
----------	R----------	-----
----------	R----------	-----
----------	R----------	-----
----------	R----------	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE

COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

---------- R---------- ---------- days

---------- R---------- ---------- days

---------- R---------- ---------- days

---------- R---------- ---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	……	……	R……..
----------	……	……	R……..
----------	……	……	R……..
----------	……	……	R……..

TOTAL: R……

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	……	……	R……
----------	……	……	R……..
----------	……	……	R……..
----------	……	……	R……..

TOTAL: R……

6. Period required for commencement with project after Acceptance of bid …….

7. Estimated man-days for completion of project …….

8. Are the rates quoted firm for the full period of contract? …….

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
…….

…….

……. …….

MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or
   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1Full Name of bidder or his or her representative: ……

2.2 Identity Number: ..... ……

2.3 Position occupied in the Company (director, trustee, shareholder[2]):
.....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –

(a) 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);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

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

2.7 Are you or any person connected with the bidder **YES / NO**

presently employed by the state?

2.7.1 If so, furnish the following particulars:
Name of person / director / trustee / shareholder/ member:…….

Name of state institution at which you or the person

connected to the bidder is employed :…….

Position occupied in the state institution: ……

Any other particulars:

……

……

……

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative **YES / NO**

work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where

applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

……

……

……

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct **YES / NO**

business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:
……

……

……..

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person **YES / NO**

employed by the state and who may be involved with

the evaluation and or adjudication of this bid?

2.9.1If so, furnish particulars.

……..

……

……

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars**.**

……

……

……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

……

……

……

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number/ Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……

Signature **Date**

…….. ……

Position **Name of bidder**

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

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

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

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1. GENERAL CONDITIONS

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal

of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right) \text{ or } Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right) \text{ or } Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Procurement under the 90/10 preference points system where the enterprise head office or primary place of business is located: Points for enterprises within Mbashe municipal area		**4 or**		
Points for enterprises within Amathole District region		**2 or**		
Points for enterprises within the Eastern Cape Province		**1**		
Business owned by 100% black person.		**4 or**		
Business owned by more than 50% black person		**2 or**		
Business owned by less than or equal to 50% black person. Bidder will be entitled to claim in one of the above.		**1**		

Business owned by 100% black women. Business owned by more than 50% black women Business owned by less than or equal to 50% black women. Bidder will be entitled to claim in one of the above.		**4 or** **2 or** **1**		
Business owned by more than 50% youth		**2**		
Business owned by more than 50% disabled person		**1**		
SMME's		**5**		
Required documentation or proof to claim the points = CSD REPORT (PLEASE ATTACH OR WRITE MAAA number, Medical report / Certificate (for disabled persons) and Sworn Affidavit issued by the Commissioner of Oath or a certificate from the Verification Agency as means of verification				

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number:……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have–

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS ……

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) **Mbhashe Local Municipality** in accordance with the requirements and specifications stipulated in bid number **MBH/INFR/0001/2026-27** at the price/s quoted. My offer/s remains 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 2022;
   - 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 fulfilment 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.	……

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……in my capacity as…….. accept your

   bid under reference number ……dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

***ITEM* NO.**	**PRICE (ALL APPLICABLE TAXES INCLUDED)**	**BRAND**	**DELIVERY PERIOD**	**B-BBEE STATUS LEVEL OF CONTRIBUTION**

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. ……

2. ……

DATE ……

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……

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

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

…….. **…….**

Signature **Date**

…… **…….**

Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

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

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

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

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 Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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 consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[3] Joint venture or Consortium means an association of persons for 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