



EMALAHLENI LOCAL MUNICIPALITY

ELM 13/2023

PROJECT TITLE: INVITATION TO BID ON

**APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND
RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT
ELECTRICITY METER AUDITS FOR A PERIOD OF 36 MONTHS**

<p><i>EMPLOYER:</i> Emalahleni Local Municipality P.O Box 3 Witbank 1035</p> <p>Acting Municipal Manager Tel No.: +27 (13) 690 6911 Fax No.: +27 (17) 690 6207 E-mail: matlebojanes@emalahleni.gov.za</p>	<p><i>QUERIES:</i> Directorate: TECHNICAL SERVICES</p> <p>E-mail: macassafe@emalahleni.gov.za</p> <p>Supply Chain Management Mr LD Nkosi Tel No.: +27 (13) 690 6502 E-mail: nkosild@emalahleni.gov.za</p>
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Tender Closing Date:
11 AUGUST 2023

TENDER PRICE

TOTAL MONTHLY COST (INCL. VAT)
AMOUNT IN WORDS

Bidder's Details:

Company Name	
Physical Address	
Contact No.	
E-mail Address	
Contact Person	

Central Supplier Database No.	
Company Registration No.	

EMALAHLENI LOCAL MUNICIPALITY

APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY METER AUDITS FOR A PERIOD OF 36 MONTHS TENDER NO: ELM 13/2023

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EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND
RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY
METER AUDITS FOR A PERIOD OF 36 MONTHS**

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Tender Notice and Invitation to Tender

TENDER NO.: ELM 13/2023
CLOSING DATE: 11 AUGUST 2023

APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY METER AUDITS FOR A PERIOD OF 36 MONTHS

Emalahleni Local Municipality hereby invites service providers to submit quotations for the supply, installation, commissioning and testing of the storage area network servers and components with warranty.

Tender documents with full specifications can be obtained from www.emalahleni.gov.za or www.etenders.gov.za.

Compulsory site briefing will be held **on Thursday, 20 July 2023 from 10:00 Committee room 2**. The closing time for receipt of tenders is **11:00am on 11 August 2023**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Thereafter all bids will be opened in public.

Any technical enquiries relating to the tender document may be directed to Mr Tau Radingwana at telephone number +27 (13) 690 6718 and during working hours or e-mails may be sent to macassafe@emalahleni.gov.za Supply Chain Management Office may also be contacted on (013) 690 6483/6497/6484.

Fully completed tender documents, clearly marked "**Tender No. ELM 13/2023 APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND RECONNECTION OF DEFAULTING CONSUMERS FOR A PERIOD OF 36 MONTHS**"

must be placed in a sealed envelope and placed in the **tender box** situated on the **First floor**, Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, eMalahleni 1035 **by no later than 11h00am on 11 August 2023**.

No awards will be made to a person:

- Who is not registered on the **Central Supplier Database (CSD)**;
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

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

Should you not hear from us within 90 days after the closing date, please consider your tender unsuccessful.

S. MATLEBJOANE

T1.2: TENDER DATA

Wording

The employer is the EMALAHLENI LOCAL MUNICIPALITY.

The tender documents issued by the employer comprise:

PART T1: TENDERING PROCEDURES

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

PART T2: RETURNABLE DOCUMENTS

T2.1: List of Returnable Documents

T2.2: Returnable Schedules

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: Form of Offer and Acceptance

C1.2: Standard Conditions of Tender

PART C2: PRICING DATA

C2.1: Pricing Instructions

C2.2: Bills of Quantities

C2.3: Evaluation and Adjudication Criteria

PART C3: SCOPE OF WORKS

C3: Scope of Work

C3.1: Description of the Works

APPENDICES

The Employer is represented by:

Name: Mr. M Radingwana

Address: 29 Mandela Street, eMalahleni, 1035

Tel: 082 481 0671

E-mail: mcassafe@emalahleni.gov.za

No alternative tender offer will be considered; however, proposals and suggestions are welcomed provided that they clearly state the manner of approach, designs if any, calculations and cost implications.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

Wording
All documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. The bid box is situated at Civic Centre, First Floor, Mandela Street, eMalahleni
The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: EMALAHLENI LOCAL MUNICIPALITY Physical address: 29 Mandela Street, eMalahleni, 1035
Duly completed and signed original bid documents should be sealed in an envelope marked: "TENDER NO. ELM 13/2023" APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY METER AUDITS FOR A PERIOD OF 36 MONTHS Closing date: 11 August 2023 Closing time: 11:00 Name of bidder: _____
The closing time for submission of tender offers is stated in the Tender Notice/Invitation to Tender
Late bids shall not be accepted. Please note that bids are late if they are not received at the address given in the invitation after the bid closing date and time.
Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
All bid prices must be quoted in South African currency on a fixed price basis and include VAT.
The tender offer validity period is 90 Days from the closing date.
All relevant documents attached to this bid must be completed and signed in black ink by an authorized representative of the business. The authorized representative of the business is required to initial each page of the bidding document.
The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
Access shall be provided for the following inspections, tests and analysis: Due to the spatial displacement of the various sites the site clarification meeting shall be conducted at the offices of Emalahleni Local Municipality, whereby a site briefing shall be presented. The Employer shall discuss the scope of works and answer any questions raised. The site briefing shall be compulsory for all prospective bidders.
Tender offers will be opened immediately after the closing time at 11:00 for tenders at the Civic Centre Building of the municipality in the presence of a municipal representative and the tenderers whom wish to attend the session. The tender offer amounts shall be read out publicly and the list of returnable documents shall be stamped by the employer.
The conditions contained in the General Conditions of Contract (GCC) 2010, and the attached bid forms, as well as any other conditions accompanying this invitation are applicable.
The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
The Emalahleni Local Municipality reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid at all.

Wording

The following preference point systems are applicable to all bids:

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

The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

Tender offers will only be accepted on condition that:

- a) the tenderer is registered on the Central Supplier Database (CSD) of the National Treasury;
- b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- d) has completed the Compulsory Municipal Bidding Documents (MBD) and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process.

The number of paper copies of the signed contract to be provided by the Employer is ONE (1).

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND
RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY
METER AUDITS FOR A PERIOD OF 36 MONTHS
TENDER NO: ELM 13/2023**

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

TENDER NO: ELM 13/2023

T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

Schedule: 1A	MBD 1 - Invitation to Bid
Schedule: 1C	MBD 4 - Declaration of Interest
Schedule: 1D	MBD 6.1 – Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017
Schedule: 1E	MBD 8 - Declaration of Bidder's Past Supply Chain Management Practices
Schedule: 1F	MBD 9 - Certificate of Independent Bid Determination
Schedule: 1G	Authority of Signatory
Schedule: 1H	Record of Addenda to Tender Documents
Schedule: 1I	Schedule of Similar Work satisfactorily carried out by the Tenderer
Schedule: 1J	List of previous client and certificate of excellence

2. OTHER MANDATORY DOCUMENTS REQUIRED FOR TENDER COMPLIANCE PURPOSES

Schedule: 2A	Proof of Authority of Signatory
Schedule: 2B	Municipal water and lights statement or written confirmation that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days.
Schedule: 2C	Proof of registration on the Central Suppliers Database (CSD) of the National Treasury
Schedule: 2D	Joint Venture Agreement in case of a Joint Venture signed by both parties
Schedule: 2E	South African Revenue Protection Association registration.
Schedule: 2F	Reference letter from 3 municipalities
Schedule: 2G	Payment Aggregator letter
Schedule: 2H	Sample receipt which shows Receipt number, Token digits, Units in KWh purchased, amount tendered and VAT)

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

This should include the project plan, risk management plan, project risk register and contingency plan.

4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

C1.1: The offer portion of the Form of Offer and Acceptance

C1.2: Standard Conditions of Tender

C2.1: Pricing instructions

C2.2: Bills of Quantities

C2.3 Evaluation and Adjudication Criteria

C3.1 Description of the Works

SCHEDULE 1A: MBD 1 - INVITATION TO BID**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY**

BID NUMBER:	ELM 13/2023	CLOSING DATE:	11 AUGUST 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND RECCONECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY METER AUDITS FOR A PERIOD OF 36 MONTHS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN NTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN
THE BID BOX SITUATED AT

**EMALAHLENI LOCAL MUNICIPALITY
CIVIC CENTRE
29 MANDELA STREET
eMALAHLENI**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	MR M Radingwana
CONTACT PERSON	MS ZINHLE MOROKU	TELEPHONE NUMBER	082 481 0671
TELEPHONE NUMBER	(013) 690 6497	FACSIMILE NUMBER	(013) 690 6207
FACSIMILE NUMBER	(013) 690 6207	E-MAIL ADDRESS	macassafe@emalahleni.gov.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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

SIGNATURE OF BIDDER:

.....

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

DATE:

SCHEDULE 1C: MBD 4 - DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 positioning 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 declaring 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.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 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 presently employed by the state? YES / NO

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 work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach 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 business with the state in the previous twelve months? YES / NO

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 employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If 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 Reference Number	Tax Number	State Number / Employee 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

MBD 6.1

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.

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 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

- 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 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Commission percentage of tender under consideration

Pmin = Commission percentage 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 points is allocated for Commission percentage on the following basis:

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Commission percentage of tender under

consideration Pmax = Commission percentage 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 tenderers: The tenderer must indicate how they claim points for each preference point system.

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	5 points	
2.	for at least 30% woman or women shareholding or owned enterprise	5 points	
3.	For at least 30% youth shareholding or owned enterprise	2.5 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2.5 points	
A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
7.	for enterprise regarded as EME located within the local area of jurisdiction.	5 points	
The Municipality will utilize the CSD report for the above-mentioned information.			

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:

.....

.....

.....

SCHEDULE 1E: MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
--

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

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

- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the <i>audi</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

	<i>alteram partem</i> rule was applied).		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register, enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SCHEDULE 1F: MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION
--

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 1G: AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of ...
, hereby confirm that by resolution of the
 board (**copy attached**) taken on 20..., Mr./Ms.
 acting in the capacity of, was authorized to sign all documents in
 connection with this tender for contract and any contract resulting from it on
 behalf of the company.

As witnesses:

- | | | | |
|----|--|------------|--|
| 1. | | Chairman : | |
| 2. | | Date : | |

Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
hereby authorize Mr. / Ms.
 acting in the capacity ofto sign all documents in
 connection with the tender for Contractand any contract resulting from it o

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise _____ Mr./Ms.

_____, authorised signatory of the company _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract and any contract resulting from

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

I, _____ hereby confirm that I am the sole owner of the business trading _____ as

As witnesses:

1. _____ Signature: _____
2. _____ Sole owner : _____
_____ Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as _____

_____ hereby authorize Mr./Ms. _____

acting in the capacity of _____, to sign all documents in connection with the tender for Contract _____ and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
------	---------	-----------	------

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)

This returnable schedule is to be completed by joint ventures.

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

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

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

EMALAHLENI LOCAL MUNICIPALITY

SCHEDULE 1H: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

**SCHEDULE 1I: SCHEDULE OF WORK SATISFACTORILY
CARRIED OUT BY THE TENDERER**

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

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Signed

Date

Name

Position

EMALAHLENI LOCAL MUNICIPALITY

SCHEDULE 1J: SUITABLE REFERENCES AND PROOF OF EXCELLENCE

Five (5) Suitable references, may include: International Organizations, Banks, other financial institutions, Large Public or Private Companies, large NGO's. Must have successfully carried out similar projects in large institutions in similar business areas.

SCHEDULE 2A: PROOF OF AUTHORITY OF SIGNATORY

EMALAHLENI LOCAL MUNICIPALITY

APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND RECCONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY METER AUDITS FOR A PERIOD OF 36 MONTHS

SCHEDULE 2B: MUNICIPAL RATES AND TAXES

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

The tenderer must attach to this page proof of registration with the Municipalities (local and/or district) as a payer of municipal levies and valid proof that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days.

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND
RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY
METER AUDITS FOR A PERIOD OF 36 MONTHS**

SCHEDULE 2C: CSD REGISTRATION

The tenderer must attach to this page proof of registration on the Central Suppliers Database (CSD) of the National Treasury.

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND
RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY
METER AUDITS FOR A PERIOD OF 36 MONTHS**

SCHEDULE 2D: JOINT VENTURE AGREEMENT

The tenderer must attach to this page proof of Joint Venture Agreement in case of a Joint Venture signed by both parties.

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND
RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY
METER AUDITS FOR A PERIOD OF 36 MONTHS**

SCHEDULE 2E: SOUTH AFRICAN REVENUE PROTECTION ASSOCIATION REGISTRATION

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND
RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY
METER AUDITS FOR A PERIOD OF 36 MONTHS**

SCHEDULE 2F: REFERENCE LETTER FROM 3 MUNICIPALITIES

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND
RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY
METER AUDITS FOR A PERIOD OF 36 MONTHS**

SCHEDULE 2G: PAYMENT AGGREGATOR LETTER

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND
RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY
METER AUDITS FOR A PERIOD OF 36 MONTHS**

SCHEDULE 2H: SAMPLE RECEIPT WHICH SHOWS RECEIPT NUMBER, TOKEN DIGITS, UNITS IN KWH PURCHASED, AMOUNT TENDERED AND VAT
--

MALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND
RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY
METER AUDITS FOR A PERIOD OF 36 MONTHS
TENDER NO: ELM 13/2023**

PART C1: AGREEMENT AND STANDARD CONDITIONS OF TENDER

- C1.1 Form of Offer and Acceptance**
- C1.2 Standard Conditions of Tender**

EMALAHLENI LOCAL MUNICIPALITY

APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND
RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT
ELECTRICITY METER AUDITS FOR A PERIOD OF 36 MONTHS
TENDER NO: ELM 13/2023

C1.1: FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND
RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT
ELECTRICITY METER AUDITS FOR A PERIOD OF 36 MONTHS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

The offered total of the prices inclusive of Value-Added Tax is:

.....

Rand (in words);

.....R (in figures)

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

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature
of witness Date

2. ACCEPTANCE

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

The terms of the contract are contained in

Part C1: Agreements and conditions of tender (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

Part C4: Site Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the **Employer**
(Name and address of organization)

Name and signature
of witness Date

C 1.2: Standard Conditions of Tender

1 GENERAL

1.1 Actions

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

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

Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

1.2 Tender documents

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

1.3 Interpretation

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

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

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 **Communication and employer's agent**

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

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

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The

employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

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

1.6 Procurement procedures

1.6.1 General

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

1.6.2 Competitive negotiation procedure

- 1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions.
- 1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- 1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- 1.6.2.4 The contract shall be awarded in accordance with the provisions of the General Conditions of Contract after tenderers have been requested to submit their best and final offer.

2 TENDERER'S OBLIGATIONS

2.1 Eligibility

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

2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.

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

2.2 Cost of tendering

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

2.3 Check documents

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

2.4 Confidentiality and copyright of documents

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

2.5 Reference documents

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

2.6 Acknowledge addenda

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

2.7 Clarification meeting

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

2.8 Seek clarification

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

2.9 Insurance

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

2.10 Pricing the tender offer

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

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

2.11 Alterations to documents

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

2.13 Submitting a tender offer

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories shall be the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- 2.14 **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
- 2.15 **Closing time**
- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- 2.16 **Tender offer validity**
- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (**not less than 90 days**) stated in the tender data after the closing time stated in the tender data.

- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".

2.17 **Clarification of tender offer after submission**

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

Note:

Clause 2.17.1 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

2.18 **Provide other material**

- 2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- 2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 **Inspections, tests and analysis**

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

2.20 **Submit securities, bonds, policies etc.**

If requested, submit for the employer's acceptance before formation of the

contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

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

2.22 Return of other tender documents

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

2.23 Certificates

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

N.B THE TENDER IS REQUIRED TO SCORE AT LEAST 60% IN TABLE A1-44 TO AVOID REJECTION OF THE TENDER

COMPETENCY ACHIEVEMENT SCHEDULES

REFER TO F.311 METHOD 4. THE TENDER IS REQUIRED TO SCORE AT LEAST 60% IN TABLE A1-44 TO AVOID REJECTION OF THE TENDER

TABLE A1 REPUTATION AND REFERENCES FOR SIMILAR PTOJECTS

	TARGETED GOALS	TENDERED GOAL	ALLOCATED POINTS (Do not complete)
1	The type and value of project (will be used to determine if the project was similar)	2	
2	Quality of work by the tender(attach letters of completed projects)	2	
3	Tender's Ability to keep to the program(Submit a letter of completed similar projects from.	2	
	SUB-TOTAL: Reputation and references	6	

TABLE A2 FINANCIAL REFERENCES

	TARGETED GOALS	TENDER ED GOAL	ALLOCATED POINTS (Do not completed)
1	Tender summitted banking details proof attached.	1	
2	Bank rating of "C" or better (contractor to submit) for the APPROXIMATE <u>TENDERED AMOUNT</u> over 6 months.	5	
3	Audited financial statements	4	
	SUB TOTAL: Financial references	10	

Table A3: SPECIFIC KNOWLEDGE

NOTE: If Tendered claims points in this table, the CV's of the relevant personnel should be attached, as well as certified copies of any relevant qualifications.

	TARGETED GOALS	TENDERED GOAL	ALLOCATED POINTS (Do not complete)
1	Safety officer with First Aid plus OSHA (Construction regulations) Qualification Name:	5	
2	Company has completed (3) SIMILAR (points per similar project) Name:	11	
3			
4			
	SUB-TOTAL: Specific knowledge	16	

TABLE A4: PLANT AND EQUIPMENT

NOTE: The tenderer should attach relevant NATIS documentation proving ownership of the plant.

	TARGETED GOALS		TENDERED GOAL	ALLOCATED POINTS (Do not complete)
1	BAKKIES	1 point /bakkie	10	
2	CRANE TRUCK		3	
3	CHERRY PICKER		2	
	SUB-TOTAL: Reputation and references		10	

TABLE A5: SYSTEM AND DEVICE CAPABILITY

	TARGETED GOALS		TENDERED GOAL	ALLOCATED POINTS (Do not complete)
1	Availability		2	
2	Mobile Devices for capture		4	
3	Types of report generated by system		4	

TABLE A6: PROGRAMME, METHOD STATEMENT AND STRUCTURE

NOTE: If Tenderer claims points in this table, DETAILED PROGRAMME, METHODOLOGY, STRUCTURE should be clearly outlined.

	TARGETED GOALS	TENDERED GOAL	ALLOCATED POINTS (Do not complete)
1	Programme	3	
2	Method statement	12	
3	Structure	3	
	SUB-TOTAL: Reputation and references	18	

EMALAHLENI LOCAL MUNICIPALITY



APPOINTMENT OF CONTRACTORS TO CONDUCT THE CUT OFF AND RECONNECTION OF DEFAULTING CONSUMERS, AND CONDUCT ELECTRICITY METER AUDITS FOR A PERIOD OF 36 MONTHS

1. **SPECIFICATION OF A PROJECT**

Undertake the following actions in Emalahleni:

- the disconnection;
- reconnection and
- inspection of electrical services/meters for tampering
- locking of electrical boxes where boxes are open to prevent illegal reconnection and for safety reasons
- removing bees/obstacles which prevent the tenderer from performing the cut off/reconnection duty where necessary.
- Follow up on prepaid meters with zero sales for tampering
- Normalization of individual meters
- Marking of kiosks
- Removal of illegal connections

2. **SCOPE OF WORK**

- eMalahleni
- Ga-Nala
- Ogies
- Kwaguqa
- Rietspruit

SKILLS TRANSFER

Train the internal staff with the latest techniques in data capturing and the successful execution of the CUT OFF ACTION.

**SIGNATURE OF PERSON
AUTHORISED TO SIGN**

DATE

THE BID

3. GENERAL CONDITIONS

- Before commencement of work on site by any appointed contractor, the necessary Insurances shall be arranged by the contractor to the satisfaction of the ELM.
- All materials and plant shall be supplied by the contractor.
- . The Contractor shall provide his own tools, equipment, transport and security as well as providing his own sundry/disposable items necessary to carry out the work required.
- . The transporting of all materials, plant and equipment that belongs to Council and safekeeping of these materials, shall be the responsibility of, the Contractor if in his possession.
- Each contractor shall be responsible for the quality of work of his own employees.
- All cable jointing/termination staff employed to work under this contract shall be required to pass a jointing and termination test, to satisfy the Electrical Department that they are competent to do the necessary jointing and/or terminations required as per South Africa National Standard Electricity regulations. The test shall take place at the Emalahleni Electricity Department.

All the necessary jointing and terminating material shall be supplied by the contractor, and the contractor shall provide his own tools and transport.

If Council finds any Jointing/terminations that were not done according to the specifications, the contractor shall be penalized 5 times the rate of the particular action. The penalty will be subtracted from the monthly invoice of the responsible contractor.

- The Contractor shall guarantee his workmanship with the normalization of meters for a period of 12 months, during which time all faulty workmanship shall be made good at no cost to ELM.
- Furthermore, due to the nature and urgency of the restoration of the electricity supply, the Contractor shall be given the option to repair the fault within 24 hours and in the event of the Contractor not being able to repair the fault during the period given, ELM shall repair the fault that has occurred as a result of poor workmanship, and then charge accordingly for the repaired work.

4. CUT OFF TEAMS

Cut off/ reconnection team:

The contractor shall be required to provide:

- a **minimum** of six electrician crews,

Additional crews may be required on request or if necessary to perform the required tasks.

Each electrician crew shall at least consist of the following:

- a) One (1) competent Electrician, who shall have been deemed competent by ELM.
- b) Two (2) Semi-skilled Workers especially trained to do wire cuts, who shall assist the Electricians with disconnecting Services with at least 3 months experience – must do test on cutting and reconnecting wires.
- c) Six (6) Field workers to assist the electricians with normal cuts.
- d) Sufficient security.
- e) Suitable transport as approved by the ELM, with lock-able weather- proof canopy, suitable ladder racks, and metal truck to carry equipment.
- f) One set of equipment per electrician as defined in the Conditions of the Contract.

- (a) One (1) Specifically Trained Person to do inspections on contractors.
- (b) Suitable reliable transportation as approved by ELM
- (d) Equipment if necessary.

5. DURATION OF CONTRACT COMMENTED

It is anticipated that this contract will be in effect for a period of 36 calendar months and will commence **on the date agreed upon by ELM and the contractor.**

Code of conduct

All staff will be issued with the Contracting companies identity cards and shall be visibly worn at all times. The Contractor shall be responsible to supply their staff members with identity cards. Any Contractor who is guilty of accepting bribes of any kind from Emalahleni's Electricity customers, or who conducts himself in an unacceptable manner shall be withdrawn from performing the service immediately. The Chief Financial Officer's decision in this respect shall be final and not subject to negotiation.

When approaching Emalahleni's Electricity Customer's, all crews must and comply with the following:

All Contractors staff must:

- (a) be suitably dressed as specified in the conditions of the contract.
- (b) wear their personal Contracting companies identification card on their overall or shirt jacket.
- (c) approach the relevant Customer in a courteous manner and identify themselves.
- (d) inform the Customer of their intentions.
- (e) strive to be Customer Services oriented.

6. STANDARD DRESS CODE

The Contractors staff shall be required to comply with a standard dress code of a blue two piece overalls, safety shoes and socks, or an alternative dress code approved by ELM, at all times whilst attending to their field duties.

It shall be the Contractors responsibility to provide all necessary clothing to comply with this dress code. Contractors staff are prohibited from purchasing or wearing uniforms with ELM logos. Such uniforms will be confiscated without compensation.

The tenderer shall submit details of the qualifications and experience of all staff which will be utilized on this contract. The tenderer may, upon demand, be required to substantiate that the persons whose details have been submitted, are employees of the tenderers. Where the tenderer is unable to substantiate this, such tenderer shall be disqualified.

Should the persons details in cease to be utilized for this contract before the contract has expired, the Contractor shall immediately make a further submission of details as per Conditions of Contract of the replacement persons to the ELM for approval.

No persons shall undertake any work in terms of this contract before approval is provided by ELM.

ELM reserves the right to not accept any of the contractor's personnel who have been allocated to this project, if it is deemed that the person(s) doesn't have sufficient experience or qualifications or who have previously had their certificates of Competency revoked or who has proved to be unreliable. ELM may give reasons for the non-acceptance of any of the contractors' personnel, but is not obliged to do so.

7. COMPETENCY OF CONTRACTOR'S STAFF

It shall be a requirement that the Contractor's electricians/handyman and field workers employed to carry out work in terms of this contract, be deemed competent in terms of ELM Codes of Practice and Safety Rules.

A copy of the letter(s) of competency of each electrician/handyman/general worker/ Field worker should be submitted with the return tender documentation. Where no letters of competency are submitted; it shall be assumed that the individual has not been deemed competent.

All workers of the contractor must be at least 18 years of age and must have

at least 3 months experienced. Experience gained must have been acquired through a recognized Electricity Supply Authority such as a Municipality, Government Department or Eskom.

8. SUPERVISION

Tenderers shall indicate **their** respective staff complement and list the background, experience and qualifications of said members of (permanent) staff. Where, at the discretion of ELM, the supervision levels falls below that which would be normally expected to ensure standards of workmanship and safety as defined under the technical specification, such tenderers shall be disqualified.

The Contractor shall cause all work to be carried out under the direct supervision of a Designated Person appointed by the ELM in writing in accordance with the Occupational Health and Safety Act of 1993 as amended.

Should the person appointed in terms of the Contract cease to be in charge before the contract has expired, the contractor shall make a further appointment immediately and shall lodge a copy of such new appointment with the ELM.

9. HOURS OF SERVICE

The Contractor shall ensure that his staff are available 7 days a week, from Mondays to Sunday.

10. ADMINISTRATIVE AND STORAGE FACILITIES

All tenderers must clearly state:

- a) their respective administrative headquarters, branch offices, etc., with accompanying
 - a. staffing levels; and
- b) storage facilities (addresses and telephone numbers requires and the name(s) and
 - a. Positions of responsible staff).

- c) As indicated, all materials used will be supplied by the contractor. Accordingly and in
- d) view of the value of such materials, tenders will not be accepted from Contractors who
- e) cannot provide adequate storage and safe-keeping facilities for such materials.
- f) It will therefore be expected that the successful Contractor/s have sizeable premises
- g) and/or site office(s) /depot(s).
- h) In addition to the requirements, each successful tenderer must have an administrative
- i) centre having secretarial/reception facilities which cater for telephonic, facsimile and E-
- j) mail communication at all times during the working day.

10.1. CONTROL AND SAFE-KEEPING OF MATERIALS

. In the course of execution of projects as envisaged under the scope of this specification, all materials will be provided by the contractor. Any damage sustained on Council equipment/material whilst in the possession of the Contractor for some reason, shall be charged to the account of the Contractor at a full replacement value, plus administration charge of 20%.

In view of the increasing loss/theft of electricity meters, and the seriousness of such loss/theft, where a contractor is unable to account for any meter/s, removed by him, the contractor shall be required to pay a penalty charge for each lost meter at the following rates:

Single phase Prepaid Meter:	R 2 500.00
3 phase Prepaid Meter:	R 3 500.00
Credit Meter (Three phase)	R 2 500.00
Credit Meter (Single Phase)	R 500.00

10.2. STORAGE AND CONTROL OF RECLAIMED SERVICES/EQUIPMENT

Contractors must take note:

Each appointed contractor will be responsible for the storage and control of all reclaimed services cables and associated equipment. Contractors will be responsible for the following:

- (a) Tagging and storage of all removed meters. Contractors will be required to deliver all removed meters to a place specified by the ELM on a daily basis.
- (b) Measuring, labeling & storage of all removed services cables.
- (c) Monthly stock count of all reclaimed equipment and associated report back to a person appointed by the Electrical Department.
- (d) Reconciliation of materials/equipment.

11. PLANT AND EQUIPMENT

Tenderers need to note that a minimum level of plant and equipment shall be a pre-requisite for qualification under this tender enquiry. Accordingly, all tenderers must schedule such assets, clearly identifying the size, capacity,

Tools and equipment shall be provided by the Contractor and shall be in accordance with the specifications below.

12. COMMUNICATION

In order to report all completed work the Contractor shall be required to provide the following equipment to communicate with Finance, Electrical Department and other staff/other contractors staff and supervisory staff:

- (a) Cellular phones for all disconnection/reconnection crews and/or radio pagers at the discretion of the ELM. All cellular phones are to include mobile charging units, back up batteries and must be equipped with Voice mail and SMS facilities.

- (b) Cellular phones for all of the Contractors supervisory staff.

© An electronic device to instruct or report on disconnections/reconnections completed, from the field worker/electrician to the workstation.

System requirements:

- The planning of monthly cut off programs shall be the responsibility of the ELM a. Cut off programs shall be available electronically and hard copies to view on the system and if there is any change due to unforeseen circumstances updated immediately on the system to view.
- It must be possible to see whom the actions were allocated to.
- The system must indicate whether the action was already performed or not and if performed the date and time stamp must be available on the system.
- All reconnections shall be logged on the system of the ELM and be submitted to the contractors. It must be possible to log normal reconnections as “urgent” if necessary due to an error.
- Once the reconnection was done the system shall indicate the name of the worker that performed the action as well as the date and time stamped.

- It must be possible to reflect the following actions immediately on the system
 - Number of disconnections done during the day
 - Number of reconnections done during the day
 - Number of tampers found during the day
 - Number of cable cuts done on tampers
 - Number of normalizations on tamper meters
 - Payments received on cuts during the cut off day.
 - Number of site visits done during the day with the information on why a certain action couldn't be performed.
 - Number of site visits done where electricity supply was still off.
 - List of inspections done during the day and the result there of.
 - Number of boxes locked due to boxes that were open and unsafe.
 - Number of boxes where bees etc. was removed.
 - List of tampers found on normal cut that could not be cable cut during the day.
 - List of complaints received during the day.

13. CONTRACTORS WHO DO NOT REPORT THE RELEVANT INFORMATION WITH REGARDS TO THE DAILY WORK WILL BE DEEMED INEFFICIENT.

The contractor shall provide on a daily basis, electronically, information or printouts of all the work issued to him on the previous day. This written documentation must reach the Finance: Revenue Section no later than 09h00 the next working day.

Failure to submit documentation timeously, shall result in non-payment due to the fact that this information will be reconciled to verify monthly invoices from the contractors. If a contractor do submit, but submit information regularly later than required a penalty of R500.00 per instance will be subtracted from his monthly invoice.

14. RELIABLE TRANSPORT

14.1. Ownership of transport

In view of the importance of providing an efficient and reliable service, it is imperative that the Contractor/s be in possession of suitable vehicles that are reliable and roadworthy. Tenderers shall, at the time of tendering, be in possession of a minimum of four suitable vehicles with suitable equipment and ladder racks, which shall be registered in the name of the tenderer/contractor. Further to this, the successful tenderer/s shall, upon appointment, provide additional vehicles which the tenderer may lease, purchase or hire if required. Where the tenderer chooses to hire vehicles, such vehicles shall to be obtained from a legitimate vehicle hire company. The ELM may, at the time of adjudication, request confirmation that the tenderer is in a position to obtain the additional vehicles prior to commencement of this contract. The tenderer shall list the details of vehicles. The tenderer shall also affix to the tender returnable, registration documents of these.

14.2. Reliability of transport

Should frequent vehicle breakdowns result in inefficient service and undue delays, the Contractor may be instructed to hire or purchase reliable vehicles at his own expense or the remedies for non-performance in terms of the contract may be applied.

15. CONTRACTORS PERFORMANCE

The contractor shall be required to reconnect electrical services within 5 hours of the instruction being issued to the contractor by the ELM. "Urgent reconnections" (Electricity that was disconnected incorrectly) shall be done within 1 hour. If circumstances warrant an extension period, the ELM may sanction this. The decision of ELM in this regard shall be final and not subject to negotiation. All reconnections are to be completed on the day of issue. Where a reconnection cannot be completed due to no access to properties, etc., the contractor shall leave a calling card@ with his/her name and contact telephone number.

The CC shall make provision for at least one person to be available from 9h00 on a daily basis for reconnections. The other team members will perform disconnections until 13h00, where after only reconnections will be done by the whole team. The contractor is required to make every effort to complete **all disconnection/ reconnections**, inspections, investigations, etc. on the day of issue. Where the contractor fails, the remedies for non-performance shall be applied at the discretion of the ELM. This issue must be considered as extremely important due to the fact that all consumers will be charged with a disconnection/reconnection fee. It is illegal to charge a fee on a consumer which was not cut at all. When and if a consumer complains about the disconnection/reconnection fee due to the fact that he was not cut, the following will be done:

- a) Council will do a full investigation
- b) If it was found that the consumer was not cut, then
 - The consumer will be refunded
 - Council will subtract the fee from the invoice of the contractor as well as one penalty fee of the same instruction.

Where it is found that reconnections have not been effected within 5 hours of the instruction being issued by the ELM, the contractor may be penalized, non-payment for three (3) reconnections. If a reconnection has not been effected during the same day of the reconnection instruction, the contractor may be penalized by three (3) reconnections per day for late reconnection.

In instances where electricity supply is disconnected in error, the contractor shall be penalized by non-payment of (three) 3 disconnections for each instance.

NB: it is the responsibility of the contractor to mark the boxes should the marking not be visible

Remedies for non-performance

Should ELM be of the opinion that the contractor has failed to carry out any of the obligations in terms of this contract, or if ELM, in its absolute discretion, is in any way dissatisfied with the services rendered, ELM may give the Contractor notice, in writing, of such non-performance and if the situation is not rectified within seven (7) days of such notice ELM may forthwith cancel this contract.

16. METER DISCONNECTION/RECONNECTION AND INSPECTION PROCEDURES

16.1. Disconnection/reconnection.

There are five basic types of disconnections, the reconnections being the reversal of the disconnection process:

16.2. Normal Disconnections

These are arrear disconnections. In the event of the meter being supplied via a circuit breaker, the Disconnecter (Specifically Trained Person – normal cuts) is required to switch off the circuit breaker at the meter position and apply a disconnection sticker seal over the circuit breaker in the off position. The reading shall be taken and recorded with the disconnection.

In the event of the meter being fed via a fuse, the Specifically Trained Person-Normal cut is required to withdraw the fuse carrier at the meter position, remove the fuse from the carrier, replace the carrier in the base and apply a sticker seal over the fuse carrier and base.

The reading shall be taken and recorded with the disconnection.

16.3. Wire Disconnection.

The Specially trained disconnecter shall remove the wiring between the meter and the circuit breaker. In conjunction with 2.1.1 above.

The reading shall be taken and recorded with the disconnection.

16.4. Pole/Fuse Disconnections

The Disconnecter (Specifically Trained Person) shall be required to disconnect the supply at the source ie. remove the fuse at the pole.

The Disconnecter (Specifically Trained Person) shall be required to disconnect the supply at the source ie. remove the fuse at the CDU (customer distribution unit) The reading shall be taken and recorded with the disconnection.

16.5. Cable Cut:

A Competent Electrician shall be required to:

- (a) Isolate the supply at the circuit breaker or fuse.
 - (b) Disconnect and remove the service cable at the circuit breaker or fuse and CDU, where applicable.
 - (c) Measure, label and return the cable to the Store/Sections as agreed upon by ELM.
- The reading shall be taken and recorded with the disconnection.

16.6. Total RIP of cable:

A Competent Electrician shall be required to:

- (a) Isolate the supply at the pole or ground CDU.
- (b) Cut the cable 1 meter away from base of pole and remove.
- (c) Cut the cable 1 meter away from the base of building structure on which The meter is located.
- (d) Remove all associated electrical components.
- (f) Ends of cable in ground to be taped and buried at a minimum depth of 500mm below ground level if the original cable is a underground cable.
- (e) Cut away the customers mains in the meter box.
- (f) Reclaim and measure removed cable, and tag it with the relevant disconnection order reference.
- (g) The reading shall be taken and recorded with the disconnection.
- (h) Return all removed cables and equipment to the store/section as agreed upon by the ELM.

Only qualified Electricians with sufficient relevant experience will be authorized to perform Cable cuts as well as Total RIP of Cables.

In each instance, a visual inspection of the meter shall be conducted and reported on accordingly. The reading of the meter at all disconnections and reconnections shall be taken and compared with each other. A report will be submitted to the Finance Section of meter reading differences and customers shall be levied with tamper fees if applicable.

17. INSPECTION

An inspection shall consist of a visual check of the electricity connection after the contractor performed the cut off actions by the ELM to ensure that the cut off contractor has disconnected the meter.

18. An Audit

With an audit, the contractor is required to complete an audit form and report on the physical condition of the meter, seals and any irregularity, including any evidence of tampering. Where the supply is found disconnected, the contractor shall inspect the premises to identify the existence of an alternative or illegal connection.

Photos if all tampered meters shall be supplied to Finance.

18. COLLECTION AND RETURNING OF WORK

Contractors will be required to report daily, Monday to Friday before 09h00, to the OFFICIAL DELAGATED BY the technical director as directed by the Chief Financial Officer to submit returns/reports for the previous day

NB. Returned work that is submitted after 09h00 will not be accepted without a penalty. The Contractor will be penalized by nonpayment of all work submitted late, at the discretion of the Chief Financial Officer.

19. ACTIONING OF DISCONNECTION ORDERS

Disconnection orders may only be effected between the hours of 07h30 to 13h00 on any working day but excluding the day before a public holiday, the public holiday and

weekends unless otherwise directed by the ELM. In instances where the contractor is repeatedly unable to disconnect the supply to a premises during the above-mentioned times, the Chief Financial Officer may instruct the contractor to perform such disconnection after hours or on a weekend or public holiday.

All urgent disconnection orders shall be executed within five hours of the instruction being issued.

20. THE REPORTING OF COMPLETED DISCONNECTIONS

Contractors must immediately report, by means of cellular phone or an electronic device, all disconnections performed to Revenue: Credit Control Section, as specified by the Chief Financial Officer. The meter reading must form part of information reported on.

21. TECHNICAL SPECIFICATION FOR THE RECONNECTION AND INSPECTION OF ELECTRICAL SERVICES/METERS.

RECONNECTIONS, METER AND FUSE REPLACEMENT.

Normal/Wire/Cable reconnections

Authorized reconnections shall be made available to the contractor at regular intervals between 07h30 and 22h00 Monday to Friday, and between 08h00 and 22h00 on Saturdays and Sundays. The contractor shall be required to dispatch these reconnection orders to his staff timeously. The contractor shall complete all reconnections, within five hours of issue. All reconnections shall be completed **on the day of issue**. Prior to reconnection, the contractor shall conduct a visual inspection of the meter. Where tampering is evident, the contractor shall advise the technical services immediately, prior to reconnection.

21.1. METER REPLACEMENTS/NORMALIZATIONS, WHERE TAMPERING FEES ARE PAID.

The contractor shall: -

- (a) Isolate the electricity supply at the meter.
- (b) Remove existing meter.
- (c) Install new meter.
- (d) Connect all relevant conductors.
- (e) Seal meter terminal cover.
- (f) Re-energise electricity supply.

NB. Only a competent electrician is permitted to replace three phase meters.

21.2. Cable Reconnections

The Contractor shall:

- (a) ascertain the length of cable required,
- (b) install the cable and reconnect the service using material as specified in the relevant codes of practice.
- (c) conduct an Earth Fault Loop Impedance Test at the meter.

21.3. Site Call

Standard Site Call:

Where a customer has produced proof of payment of the full arrear amount or where the contractor is unable to gain access to inspect, disconnect or reconnect a meter, the Contractor will be required to leave a standard site call letter. Only legitimate reasons will be accepted.

Electrician Site Call:

Where an instruction has been issued to an electrician and where such instruction cannot be carried out for reasons beyond his control. The electrician is required to inspect and report on the meter/connection where possible. Only legitimate reasons will be accepted.

22. INSURANCE OF WORKS

The Contractor shall insure materials in his possession in the joint names of ELM and the Contractor against all damage or loss from whatever cause arising in the amount of R 500 000, 00 with a maximum first loss excess of any one claim or event of R 1 000, 000.

The period of insurance shall be effective for the duration of the contract.

Such insurance shall be effected with an insurer registered in South Africa, and in items approved by ELM and the contractor shall before commencing the work produce to the

Deputy City Manager: Treasury the policy or proof that such has been and the receipts for payment of the current premium.

22.1 Excepted Risks

- a) In the event of any damage, loss or injury occurring as the result of riot (insofar as it is insurable) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or, as a result of any cause solely due to the use of occupation by the ELM or any portion of the works in respect of which a Handing Over certificate has been issued or, as a result of a fault in the ELM design or the works (all of which are herein collectively referred to as the Expected Risks@ the Contractor shall not be liable for such damage, loss or injury.
- b) Notwithstanding that the Clause (a) provides for riot to be Expected Risk only insofar as it is uninsurable, political riot is also deemed to be an Excepted Risk for the purpose of this contract.

22.2. Insurance: Damage to persons and property

The Contractor shall indemnify and keep indemnified the ELM against any claim for injury, damage or loss (including consequential loss) to any persons or property whatsoever which may arise out of or in consequence of the execution of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect thereof, or in relation thereto; providing always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of, or to indemnify the ELM against any claim for injury, damage or loss arising out of: Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the contract by the ELM, its agents, servants or other contractors (not being employed by the Contractor) or for, or in respect of, any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

Claim for damages due to the negligence of Contractors/ contractors staff shall be for the account of the Contractor. Where so instructed by the ELM, the contractor shall honour such claim directly with the customer within a seven-day period.

Failure to honour such claim will result in no work being given to the contractor until:

- a) a settlement agreement is reached with the customer

- b) the claim is honoured by the contractor/ contractor's insurer
- c) the contractor/ contractor's insurer has brought the matter to finality.

22.3. METER KIOSK DOORS.

Where a door of a kiosk is damaged, removed or missing, the Contractor is required to report to the Electrical Department to install a new door. This information must be electronically reported to the Finance Section and followed up to ensure the replacement of the door. Where a meter room door lock is missing, damaged or faulty, the contractor may be required to replace the lock. Where required the meter room locks shall be supplied by the Store at ELM.

22.4. NORMALIZATION OF METERS.

The contractor may be required to replace a fuse base and carriers on a meter frame or in a meter box with a circuit breaker or, in the case of a CDU or on a pole, with a similar type of fuse base and carrier or normalize a tampered meter after the necessary fees has been paid.

23. NOTIFICATION OF CUSTOMERS

Occupiers of premises shall, where possible, be notified that the service is to be disconnected via an SMS, where cell phone numbers are available. Council may instruct the contractor to deliver warning notices for all cuts. In the case of arrear disconnection orders, unless proof of payment is provided to the Finance Section, the service shall be disconnected. The contractor shall allow the customer an opportunity to contact the Revenue Billing Department in respect of any queries regarding the disconnection, while waiting. In the case of businesses, where any process may be affected by a loss of electricity supply, the contractor shall immediately contact the relevant Financial Officer for a decision. There will be occasions where the Financial Officer instructs the disconnector to switch the supply to the business off and then immediately on again (for warning purposes), on these occasions the contractor shall be paid for a disconnection only.

24. EXCAVATIONS AND TRENCHING

The Contractor shall, before excavations commence with cable cuts, familiarize himself with the route and conditions on site. The Contractor shall be responsible for obtaining information regarding the positions of electric cables, Telkom cables, water pipes, storm water pipes, and sewers, along the routes to be excavated and he shall be held responsible for damage caused by him to these existing plant and services. The work shall be under the general supervision of a responsible person as required in terms of the provisions of General Safety regulation 11 of the Occupational Health and Safety Act. The excavations shall be so executed that all railways, walls, roads, sewers, drains, pipes, cables, structures and such like, shall be secure against risk of their subsidence or injury to personnel and shall be carried out to the satisfaction of the Authorities concerned.

25. JOINTING AND TERMINATING OF CABLES

Jointing and/or terminating shall only be carried out by personnel who are fully trained in the jointing and/or terminating of the type of cables. Tenderers shall give details of their proposed jointer's experience and training in jointing and/or terminating of the required cables. Jointing and/or terminating shall be carried out strictly in accordance with ELM Underground Cables Code of Practice and Safety Rules. The Contractor shall carry out all jointing and/or terminating on dead equipment. Where cables are to be left in the ground and jointed or terminated at a later stage by the Contractor, MV cables shall be suitably lead sealed and LV cables shall be suitably taped to prevent the ingress of moisture. The termination of underground cables into the consumer distribution units shall be done by the Contractor and in accordance with the relevant Code of Practice. In the case of cable terminations, a separate 35 mm PVC insulated copper conductor shall be connected between the neutral busbar and the earth busbar by the Contractor. All the necessary lugs and fittings will be provided by the contractor.

The cable end in the consumer distribution unit shall be terminated into the fuse base, neutral and earth terminal blocks. The other end shall be glanded off into the meter box. All aluminium cable terminations onto the busbar shall be suitably greased with Penetrox or Biccon grease.

26. Prepayment Meters

26.1. Prepayment meters may be installed by the contractor if necessary and instructed by the Electrical Department or as part of a normalization of a prepaid meter in formal dwellings that are wired in the conventional manner. The Contractor shall fix the meter in an aerial C D U and the customer interface unit (I U) adjacent to the distribution board and carry out all necessary final connections including those of the incoming supply cable. Distribution board mains conductors, communication wires and earth will be provided by the consumer.

27. NOTICE OF INTERRUPTION

If it is necessary to de-energize any electricity main to carry work that will require an outage time in excess of two hours, consumers need be advised 48 hours in advance. The Contractor shall be responsible for advising consumers of the impending electricity outage by placing warning boards on electricity poles at the beginning, middle and end of the circuits affected and the removal of such boards on completion of the required work.

28. SECURITY

It will be the Contractors responsibility to supply sufficient security to carry out the work as specified in this tender.

29. SUB-LETTING

The Contractor undertakes and agrees that he will not sub-let, cede or assign this contract or any part thereof, without the consent of the Chief Financial Officer first having been obtained.

30. PRICING OF TENDERS

The Unit Prices of the Tender Form shall be an all-inclusive cost and must include and allow for all activities, equipment, transport, labour, security and any other item required to comply with this contract in all respects.

All tendered prices quoted by the contractor must be in South African (Currency Rand). The tenderer shall submit, together with tender returnable, a comprehensive business plan which shall include projected Income / Expenditure statement based on estimated

costs for this contract. The Income / Expenditure statement shall include anticipated income, general expenses (salaries, rental, telephones, fuel, insurance, security, etc.). The statement shall also include recovery of capital expenditure (purchase of vehicles, equipment, premises, etc).

30.1. PAYMENT

Tenderers shall note that payment shall be made in terms of ELM: General Conditions of Contract (Goods/Services).

Claims for payment must be submitted to the Technical Services: Executive Director monthly basis. Claims must be numerically correct at the time of submission and must be in an acceptable format. Payment shall be made within 30 days of date of the Finance Department's acceptance of the Contractors invoice for payment.

It is a condition of payment by ELM to registered VAT vendors that no payment for Goods / services supplied shall be processed unless a tax invoice (complying with the requirements of Section 20 of the Value-Added Tax Act, 1991) is received from the contractor.

For the purposes of this clause and provisions of Section 20 of the Value-Added Tax Act, 1991, the contractor shall be deemed to have received a request for tax invoices upon the date that the goods/services have been supplied. Unless expressly provided to the contrary in the tender, the contract shall not commence to run until a tax invoice has been furnished to ELM or its representative.

Acceptance of the Contractors invoice will only take place once all actions have been accounted for. It will be the Contractors responsibility to store and control all reclaimed material until such time as the Electrical Department specifies where the equipment can be taken.

30.2. CANCELLATION

If application is made for the liquidation of the Contractor, or if the Contractor lodges with any Registrar of the Supreme Court, an application for the placing of its estate under judicial management, or if it approaches its creditors to make an assignment of its estate for the benefit of its creditors or submits an offer of compromise or scheme of arrangements in terms of the Insolvency or Company Law of the Republic of South Africa (other than for the purpose of a reconstruction approved by the Council), the Council may cancel this Agreement summarily and unilaterally without prejudice to any other rights or claims which it may have against the Contractor.

30.3. CONDITIONS OF TENDER

a) Validity of tender

- The Employer will decide whether a tender is acceptable and his decision in this regard is final. No communication, in writing and electronically, will be conducted in this regard.
- FACSIMILE AND E-MAIL TENDERS will not be considered.

b) Alterations to tender documents

- This tender is to be left intact in its original format and no pages are to be removed and or rearranged. Should there be inadequate or no space for the Tenderer to enter a particular item, then such information shall be submitted in a covering letter and referred
- Failure to comply with this clause shall result in rejection of the tender.

c) Qualifications of tenders

- Tenders should be submitted on the unaltered official forms and should not be indiscriminately qualified by the Tenderer's own conditions of the tender. Failure to comply with these requirements, or to renounce the conditions of the tender, may invalidate or prejudice the Tender.
- Failure to comply with this clause shall result in rejection of the tender.

d) Interpretation of the tender documents

- If the Tenderer has any doubt or uncertainty as to the meaning and interpretation of any part of this document or accompanying drawings, then such doubt or uncertainty shall be addressed at the compulsory site meeting on the 20th of July 2023.

e) Cost incurred by tenderer

- The Employer will not be responsible to pay any expenses or losses which may be incurred by any Tenderer in the preparation and submission of the Tender or in visiting the Site in connection therewith.

f) Interview with tenderers

- The ELM reserves the right to have interviews with the lowest or any other tenderers to endeavor to resolve matters like those stated above. The purpose of the interview will solely be to clear up discrepancies in the tender as supplied by the tenderer. Under no circumstances will changes to documents be admitted.

g) Value added tax

- All rates tendered are to exclude Value Added Tax.

h) Amendments to tender by employer

Arithmetical errors:

The ELM reserves the right to correct arithmetical or other errors in the extension of rates and totals in the Tender. The unit rate will be considered as the basis of these corrections. **UNIT RATES WILL NOT BE ALTERED.**

Authority of signatory

Company

If the Tenderer is a company, a certified copy of the resolution of the board of directors (personally signed by the Chairman of the Board) authorizing the person who signs this tender to do so, as well as to sign any contract resulting from this tender and any other

documents and correspondence in connection with this tender and/or contract on behalf of the company, must be submitted with their tender.

Failure to comply with this clause shall render the tender document invalid.

30.4. Partnership

If the tenderer is a partnership, a certified copy of the resolution of the partners (personally signed by all partners) authorizing the person who signs this tender to do so, as well as to sign any contract resulting from the tender and any other documents and correspondence in connection with this tender and/or contract on behalf of the partnership, must be submitted with this tender.

Failure to comply with this clause shall render the tender document invalid.

30.5. One-man Business

Where the tender constitutes a one-man business, certified proof must be submitted that the person signing this tender as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and/or contract is the sole owner of the one-man business.

Failure to comply with this clause shall render the tender document invalid.

30.6. Alternative tenders

If, in addition the method specified in the tender document, the Tenderer desires to submit for consideration an alternative method of construction, time for completion or any other variation or possible saving, separate forms of tender, Schedules of Quantities and/or a statement shall accompany the Tender, setting out the salient features of the alternative or variation proposed and be clearly marked to form part of Schedule "B" – General concept of tenderers Business Plan: Alternative offer. The tenderer shall clearly state whether he will still be interested in the tender if Council rejects the alternative offer. No additional alternative tender will be considered unless the Tenderer has completed the Schedule of Quantities included in the Tender documents.

Two different schedules of quantities shall be completed by the tenderer if he wants Council to consider his tender if Council rejects the alternative offer:

- a) One for the original tender and;
- b) One for the alternative offer.

Where the Tenderer desires to submit an additional alternative Tender involving modification to design or qualifications of the Tender Documents, the following shall be observed:

shall be accompanied by supporting information, drawings, calculations and an alternative Schedule of Quantities to enable it's technical acceptability, construction time and price to be fully assessed.

When a unqualified tender is submitted it shall be made in the form of an alternative offer, showing the financial or other implications of the qualifications on the unqualified Tender.

Any alternative Tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.

A decision whether or not to adopt a technically acceptable modified design, will be governed by the amount of the overall saving which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall savings will include the effect of

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PART C2.2: BILL OF QUANTITIES

BILL OF QUANTITIES: CUT OFF CONTRACTORS

The bidder shall indicate the unit prices for actions to be executed under the Credit Control Management: Cut Off actions contract. Prices shall exclude VAT. An annual escalation equal to the CPIX rate will be applicable as from date of appointment.

(Contractors shall make provisions for cellular communication for all staff, transportation, petrol, etc.)

Item No & Type	Unit	Unit Price Exc. VAT (R)
Item 1. Normal Disconnection (Single & three phase) & reporting	Each	

<u>Item 2.</u> Disconnection of Wires (Single phase)	Each	
<u>Item 3.</u> Disconnection of Wires (Three phase)	Each	
<u>Item 4.</u> Disconnection at Pole (Single phase)	Each	
<u>Item 5.</u> Disconnection at Pole (Three phase)	Each	
<u>Item 6.</u> Cable cut (Single phase)	Each	
<u>Item 7.</u> Cable cut(Three phase)	Each	
<u>Item 8.</u> Total RIP of cable (Single phase)	Each	
<u>Item 9.</u> Total RIP of cable (Three phase)	Each	
<u>Item 10.</u> Normal reconnection (single phase meter)	Each	
<u>Item 11.</u> Normal reconnection (three phase meter)	Each	
<u>Item 12.</u> Reconnection: wire cut (Single phase)	Each	
<u>Item 13.</u> Reconnection of a wire cut (Three phase)	Each	
<u>Item 14.</u> Reconnection: Pole disconnection (Single phase)	Each	
<u>Item 15.</u> Reconnection: Pole disconnection (Three phase)	Each	
<u>Item 16.</u> Reconnection of a cable cut (Single phase)	Each	
<u>Item 17.</u> Reconnection of a cable cut (Three phase)	Each	
<u>Item 18.</u> Reconnection of a total RIP (Single phase)	Each	
<u>Item 19.</u> Reconnection of a total RIP (Three phase)	Each	
<u>Item 20.</u> Follow-up on cut only site visit “Still off”	Each	
<u>Item 21.</u> Zero sales audit on Prepaid meter	Each	

<u>Item 22.</u> Normalization of meter – conventional (Single phase)	Each	
<u>Item 23.</u> Normalization of meter – conventional (Three phase)	Each	
<u>Item 24.</u> Normalization of meter – prepaid (Single phase)	Each	
<u>Item 25.</u> Normalization of meter – prepaid meter (Three phase)	Each	
<u>Item 26.</u> Replacement of lock on Meter kiosk door	Per lock	
<u>Item 27.</u> Audit:(Single phase) meter		
<u>Item 28.</u> Audit: (Three phase) meter		
<u>Item 29.</u> A “Dome” Disconnection	Each	
<u>Item 30.</u> A “Dome” reconnection	Each	
<u>Item 31.</u> A removal of illegal connections	/hour	
<u>Item 32.</u> A removal of bees	/hour	
<u>Item 33.</u> Marking of kiosk		
<u>Item 34.</u> Site visit		

Council may adjust quantities according to the approved budget of the Council.

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PART C2.3: Evaluation and Adjudication Criteria

All bid proposals received will be evaluated and adjudicated on the **80/20** preference point system. Price will not be the only determining factor; it should be noted that the municipality reserves the rights not to appoint the lowest bid amount.

Determination of Responsiveness

1. The municipality's determination of a proposal's responsiveness is to be based on the contents of the submitted proposal. A substantially responsive proposal is one that meets the requirements of the RFP without material deviation, reservation or omissions.
 - a. "Deviation" is a departure from the requirements specified in the RFP;
 - b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
 - c. "Omission" is the failure to submit part or all of the information or documentation required in the RFP.
2. A material deviation, reservation or omission is one that:
 - a) Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;
 - b) Limit in any substantial way, inconsistent with the RFP, the municipality's rights or the bidder's obligations under the proposed contract; or
 - c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.
3. The municipality shall examine the technical proposals to determine whether proposals are substantially responsive with the requirements.

If a proposal is not substantially responsive to the requirements of the RFP, it shall be rejected and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

GUIDELINES TO RESPONDING TO TECHNICAL SPECIFICATION

Given the scope of work and the requirement for an already existing vending Service footprint, Emalahleni will only consider suitably qualified Service Provider with appropriate experience in Electricity prepaid vending in each of the Service's tendered.	
Tenderers must have a fully functional system that only requires some minor development with respect to Emalahleni's vending specification that will allow them to integrate with Emalahleni's financial system.	
The Service Provider shall provide the details of security being provided at the vending terminal to ensure that vending is possible only from the authorized vending terminals.	
Have an Electricity Prepaid Vending Service Provider solution that can operate from the commencement date of contract and remain online 24/7/365.	
Operate a dedicated 24hr Call / Fault Centre to Service customer queries.	
Have the ability to dispense FBE tokens and collect municipality account arrears that are loaded on the customer's prepaid account.	
Have the ability to do reprints of previous transactions, even if the original was not issued by the same Merchant:	
	<ul style="list-style-type: none"> Request / draw daily reports and generate revenue and management reports if and when required.
	<ul style="list-style-type: none"> Be held responsible for any fraudulent transactions on the solution.
	<ul style="list-style-type: none"> Be able to report on all activities on their system for audit purposes.
Service Providers. The unique ID must be displayed in the transaction database and must be printed on the customer's Electricity prepaid token.	
<ul style="list-style-type: none"> Identify all payment method types. 	
<ul style="list-style-type: none"> Complete a transaction (from request to printed token) within fifteen (15) seconds of initiation of the transaction. 	
<ul style="list-style-type: none"> Be capable of performing multiple vending requests at any given time. 	
<ul style="list-style-type: none"> Ensure that customers receive an approved Electricity prepaid token that complies with Emalahleni's Electricity token layout. The token layout 	

will be provided to the Service Provider on conclusion of the award.
<ul style="list-style-type: none"> • Issue tokens that are legible for at least 3 months for the date of purchase, and punching of the tokens into the customer's meter should not be sequential
<ul style="list-style-type: none"> • Ensure that the system has the ability to limit the monetary value per transaction, where applicable This amount Will be provided by Emalahleni if so required.
<ul style="list-style-type: none"> • Ensure that the Service Provider staff, collectors and Aggregators comply with a code of conduct when dealing With Emalahleni' s Electricity prepaid customers, by acting in the best interest of Emalahleni at all times and ensure that the image of Emalahleni is positively reflected.
<ul style="list-style-type: none"> • Have no authority to grant credit or give any undertaking whether express or implied or make any representation on behalf of Emalahleni, except as required for the performance of the provisions of the Service Provider contract.
<ul style="list-style-type: none"> • Not disclose any information of a confidential nature to any person relating to or concerning the Service Providers contract except as required for the performance of the provisions of the Service Providers contract
<ul style="list-style-type: none"> • Not store or temporarily park any data albeit transactional, customer or any other MUNICIPALITY vending related data without the articulated/ written permission of Emalahleni.
Ensure that all Aggregators, Collectors and vendors Sign an Agreement with the Service Provider and provide Emalahleni with all their Collector Agreements.
The steps of vending shall be
<ul style="list-style-type: none"> • On receipt of the vend request the system shall have a provision to ascertain the identity of the customer the system will then prompt the customer to provide a telephone contact number after which the number will be stored for onward transaction submission to MUNICIPALITY financial system and then the system will proceed to the vending application.
<ul style="list-style-type: none"> • The keys to identify the customer shall be the meter serial number.
<ul style="list-style-type: none"> • The vend terminal shall send the request to a central database server that shall authenticate the transaction request and generate an encrypted code.
<ul style="list-style-type: none"> • In order to provide maximum security to the system, the encryption shall not be done on the vending terminal but only on the central database server.
<ul style="list-style-type: none"> • On receipt of each request the vend terminal shall connect to the central database server in order for the encrypted vending code to be generated.

<ul style="list-style-type: none"> • The generated vending code shall be printed by the officially supplied hardware, and/or digitally displayed as in the case of internet or cellular phone vending.
<ul style="list-style-type: none"> • The system must perform internet, cellular phone, ATM/AVM Prepaid vending and other applicable external methods, such as through banks, retail outlets, garages, etc
<ul style="list-style-type: none"> • The system functionality must include reprints of tokens when required.
<ul style="list-style-type: none"> • The system functionality must include a web portal or an application where customers can login to view their purchase history and to purchase tokens from the platform.
<ul style="list-style-type: none"> • The system must be smart card compatible with the ability to vend remotely via cellular, internet, ATM and other applicable technologies.

BIDDERS SELF-COMPLIANCE CHECK SHEET

Ref no	Question	ELM'S Requirement	Bidder's Response
		YES *	YES / NO
1	Have you initialed all the pages of the bid document?		
2	Have you completed and signed the Returnable Schedules required?		
3	Have you completed and signed the MBD 4 form - Declaration of Interest?		
4	Have you completed and signed the MBD 8 - Declaration of bidder's past Supply Chain Management Practices and MBD 9 - Certificate of Independent Bid Determination?		
5	Is the Company registered with the Central Supplier Database (CSD) of the National Treasury in terms of the category required in this Specification? Have you submitted a copy of your CSD Report?		
	Have you taken note of the contents of MBD 5?	N/A	
8	Do you understand the Scope of Work that includes the Standard Specifications / Project Specifications and Particular Specifications?		
9	Have you attached the Letter/Certificate from Original Equipment Manufacturer?		

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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APPENDICES

APPENDIX A General Conditions of Contract (GCC)