GEORGE MUNICIPALITY

BID DOCUMENT NUMBER: GMT031/25-26

TENDER FOR SUBSTATION PROTECTION TESTING AND MAINTENANCE WITHIN THE GEORGE MUNICIPAL AREAS AS AND WHEN REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029

ENQUIRIES: MR. KOBUS WILKEN YORK STREET GEORGE (044) 801 9222	ISSUED BY: MUNICIPALITY OF GEORGE P O BOX 19 GEORGE 6530

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER: ……

SUPPLIER DATABASE NO.: MAAA ……..……..

Total Bid Price (All Applicable Taxes Included)	**R**

PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor and Point Claimed:	Level: _____	Point Claimed: _____
Locality Status and Point Claimed:	Locality: _____	Point Claimed: _____

B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

TENDER CLOSES AT 12H00 ON MONDAY, 13 APRIL 2026

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BIDDER CONTACT DETAILS

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company:		**Mark choice of correspondence with X**
Postal Address:	.... Postal Code:	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT
TENDER NUMBER / NOMMER: GMT031/25-26

Tenders are hereby invited for the **Tender for Substation protection testing and maintenance within the George Municipal areas as and when required, from date of appointment until 30 June 2029.**

Completed tenders in a sealed envelope, clearly marked:

Tender No. GMT031/25-26 must be placed in the tender box at the George Municipality on the **Fifth Floor**, Directorate: Financial Services, Supply Chain Management, Civic Centre, 71 York Street, George by no later than **12:00** on **Monday, 13 April 2026**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tender documents are available at a non-refundable deposit of R297.85 each from the Supply Chain Management Unit, **Fifth Floor**, Civic Centre, 71 York Street, George.

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

Tenders will be evaluated and awarded in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

For more information, contact Mr. Kobus Wilken at (044) 801 9222 or jcwilken@george.gov.za.

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

An alternative tenderer may be appointed.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

MR. B ELLMAN
ACTING MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530

Tenders word hiermee ingewag vir die **Tender vir substasiebeskermingstoetsing en -instandhouding binne die George Munisipale gebiede soos en wanneer nodig, vanaf die datum van aanstelling tot 30 Junie 2029.**

Voltooide tenders in 'n verseëlde koevert, duidelik gemerk:

Tender Nr. GMT031/25-26 moet voor **Maandag, 13 April 2026** om **12:00** in die tender bus by die George Munisipaliteit op die **Vyfde Vloer**, Direktoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat 71, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tender dokumente is verkrygbaar teen 'n R297.85 nie-terugbetaalbare deposito elk by die Voorsieningskanaal Bestuurseenheid op die **Vyfde Vloer**, Burgersentrum, Yorkstraat 71, George.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

Vir verdere inligting, kontak Mnr. Kobus Wilken by (044) 801 9222 of jcwilken@george.gov.za.

Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.

'N alternatiewe tenderaar kan aangestel word.

'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.

Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

MNR. B ELLMAN
WAARNEMENDE MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE TENDER FOR SUBSTATION PROTECTION TESTING AND MAINTENANCE WITHIN THE GEORGE MUNICIPAL AREAS AS AND WHEN REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029

BID NUMBER: GMT031/25-26

CLOSING DATE: 13 April 2026

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:
Supply Chain Management Unit The Civic Centre (5th Floor) York Street GEORGE

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

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the **Person Signing the Tender**:	Name: _____ Telephone: (___) _____ Fax: (___) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the **Senior Manager Responsible for Overseeing Contract Performance**:	Name: _____ Telephone: (___) _____ Fax: (___) _____ Cellular Number: _____ E-mail address: _____
Contact Details of **Person Responsible for Accounts / Invoices**:	Name: _____ Telephone: (___) _____ Fax: (___) _____ Cellular Number: _____ E-mail address: _____

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer:_____

Date: _____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____
NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the George Municipality in respect of the following:

TENDER NUMBER:
GMT031/25-26 – TENDER FOR SUBSTATION PROTECTION TESTING AND MAINTENANCE WITHIN THE GEORGE MUNICIPAL AREAS AS AND WHEN REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029

2. Mr/Mrs/Ms _____

   In his/her capacity as _____

   and who will sign as follows: _____
   (SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____
NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the George Municipality in respect of the following:

TENDER NUMBER:
GMT031/25-26 – TENDER FOR SUBSTATION PROTECTION TESTING AND MAINTENANCE WITHIN THE GEORGE MUNICIPAL AREAS AS AND WHEN REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

_____ and

_____ and

_____

2. Mr/Mrs/Ms _____

   In his/her capacity as _____

   and who will sign as follows: _____
   (SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

   (Physical Address) _____

   _____

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES ☐ NO ☐
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. <u>If no Joint Venture Agreement is submitted, your tender will be disqualified</u>.

SIGNED ON BEHALF OF JOINT VENTURE _____

SCHEDULE OF SUB-CONTRACTORS

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the works/goods/services.

If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.

Sub-Contractor's Name	Work Activities to be undertaken by the Sub-Contractor/s	Work Recently Executed by Sub-Contractor/s

TENDER SPECIFICATIONS

Substation protection testing and maintenance within the George municipal areas as and when needed, from date of appointment until 30 June 2029.

1. TENDER NOTICE AND PROCEDURES

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

1.1 INTRODUCTION

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

1.2 BACKGROUND

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

1.3 SCOPE

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

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

1.4 GENERAL CONDITIONS OF TENDER

(a) The Municipality will not be bound to consider alternative offers.

(b) All other supporting documentation of the tender must be attached at the back of this document.

(c) This tender document must not be dismembered (Do not take it apart or put documents between its pages). The tender document and all relevant

specifications and attachments thereto must be binded together in a suitable binder.

(d) The Tenderer must be accredited for the installation and repairs of the equipment as specified in this tender. The Tenderer must submit proof in form of a letter of accreditation as well as proof of after-sales support with the tender submission.

(e) Please submit a hard copy of the completed returnable documents as well as a PDF electronic file format with tender.

(f) Only suitable qualified contractors which successfully completed similar projects of this nature are eligible to submit bids.

(g) All items will be evaluated in total and the tender awarded to one Tenderer.

(h) George Municipality does not bind itself to accept the lowest or any tender.

(i) Insurance of contract risk

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

1.5 SPECIAL CONDITIONS OF CONTRACT

1.6.1 Funds

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

1.6.2 Area of Works

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

1.6.3 Performance

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

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

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

1.6.4 Key personnel

It is a requirement of this tender that the tenderer must have the following key personnel in his permanent employment and stationed at his local office. Alternatively, the tenderer must attach a signed agreement from a specialist company that has the required expertise and personnel locally available, stating that they will undertake the specialized work on behalf of the tenderer as a sub–contractor. Such signed agreement must be attached to Item 19 of the Schedule of staff.

1.6.4.1 Tenderer experience and qualifications

1.6.4.1.2 Tenderer experience in similar work completed successfully:

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

1.6.4.1.3 Experience and qualification of the Project Manager;

The appointed Project Manager must have a relevant qualification in electrical engineering and minimum of 8 years’ experience in the testing, programming of relays and repairs to substation protection systems. The project manager shall also be a registered Professional Engineer/Technologist at ECSA.

1.6.4.1.4 Experience and qualifications of the Technicians,

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

1.6.4.1.5 Authorised person

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

1.6.4.1.6 Company profile, plant and equipment

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

1.6.4.1.7 Similar contracted successfully completed

Tenderers must complete the attached schedule for previous projects in this document. Previous projects will be regarded as the installation and testing, programming of relays and repairs and maintenance to substation protection systems.
A company who have successfully completed a minimum of 5 similar projects as required in this tender will be considered.
References of the projects completed must be included on the schedule in item 1.7.2.

1.6 PRICING SCHEDULE

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

1.7 HOURS OF SERVICE

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

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

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

1.8.1 Response time

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

1.8.2 Evaluation of tender

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

Evidence of experience of Bidders

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

Please complete schedules in the format indicated:

COMPLETED CONTRACTS				
EMPLOYER (Name, Tel, Fax, Email)	**CONTACT PERSON (Name, Tel, Fax, Email)**	**NATURE OF WORK**	**VALUE OF WORK (All Applicable Taxes Included)**	**DATE COMPLETED**

CURRENT CONTRACTS				
EMPLOYER (Name, Tel, Fax, Email)	**CONTACT PERSON (Name, Tel, Fax, Email)**	**NATURE OF WORK**	**VALUE OF WORK (All Applicable Taxes Included)**	**DATE COMPLETED**

2. TECHNICAL SPECIFICATION

2.1 Scope

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

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

2.2 General Requirements

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

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

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

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

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

2.3 Schedule of Work – Medium voltage

2.3.1 Circuit Breaker Mechanical Test: Per Switch Panel

The Contractor shall carry out the following checks:

2.3.1.1 Torque-testing all primary conductor bolts and nuts and recording results;

2.3.1.2 Ascertaining that all bolts and nuts used were new and comply with the manufacturer's specification;

2.3.1.3 Checking the circuit breaker for any defects or damage due to manhandling;

2.3.1.4 Checking circuit breaker alignment and ease of racking in and out;

2.3.1.5 Checking bus bar shutter operations for smooth operation and adjustment thereof, if necessary;

2.3.1.6 Checking operation of circuit breaker manually;

2.3.1.7 Testing earth continuity of earthing bus bars and connection to station earth mat;

2.3.1.8 Ensuring that all covers are fitted and explosion vents functional;

2.3.1.9 Checking that the panel complies with IP ratings;

2.3.1.10 Measuring and recording of the circuit breaker no load tripping time and the no load closing time for each phase (Speed test);

2.3.1.11 Lubrication of all moving parts with approved product;

2.3.1.12 Production of test certificates for all tests carried out.

2.3.2 Circuit Breaker Electrical Test: Per Switch Panel

The Contractor shall carry out the following tests:

2.3.2.1 Measurement and recording of the contact resistance of the closed circuit breaker using min 100 A D.C. Wheatstone Bridge method; (Ductor tester)

2.3.2.2 Testing of HV insulation resistance of panel and circuit breaker to manufacturer's specifications for new or used equipment, whichever is applicable. Test to be carried out with circuit breaker closed between phases and across the open contact of each phase;

2.3.2.3 Testing of trip and close coil minimum operation voltage levels;

2.3.2.4 Testing of the trip and close coil resistance and recording thereof;

2.3.2.5 Checking that spring charge motor rating corresponds with available voltage;

2.3.2.6 Production of test certificates for all tests carried out.

2.3.3 **Current Transformer Test**

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

2.3.4 **Voltage Transformer Test**

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

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

2.3.5 Routine Checks

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

- Primary and Secondary substations:
- Battery maintenance, ammeter readings on all panels,
- D.C. checks in panels,
- Trip counter readings on all breakers,
- Testing of operation of signal to the Control centre.
- Transformer – Checking of oil leaks, insulators, silica gel. Logging of oil temperature, winding temperature, tap change counter, tap change bandwidth (Minimum & maximum), circuit breaker trip counter.

2.4 Protection Relays

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

2.4.1 Over-Current and Earth Fault Protection Relays

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

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

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

2.4.2 Standby Earth Fault Relay Function

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

2.4.3 Feeder Differential Protection Relays

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

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

The Contractor shall include the cost of proving the operation of the relay within the scheme, i.e. Secondary wiring between the primary relay element and between the relay contacts and the trip circuit. With the introduction of numerical relays additional aux functions are programmed into a standard relay. These output functions are used to drive the protection scheme's and need to be proven.

2.4.5 Bus bar Protection

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

2.5 Timers: Per Unit

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

2.6 Transformer Commissioning Tests and Checks

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

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

2.6.1 Buchholz Relay and Auxiliary Relay Element

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

2.6.2 Oil Temperature Sensor Relay and Auxiliary Relay Element

The Contractor shall check the calibration and set point operation of the thermometer and proving the trip and alarm circuit between each oil temperature

sensor and auxiliary relay element and the functioning of each relay. The auxiliary relay contacts in the trip and alarm circuits shall be proved.

2.6.3 Winding Temp Relay and Auxiliary Relay Element

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

2.6.4 Pressure Relief

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

2.6.5 Restricted Earth Fault Relay

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

2.6.6 Differential Protection Scheme

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

2.6.7 Neutral Earthing Compensator / Resistor

The Contractor shall include the measurement and recording of the resistance of the neutral earthing resistor for comparison with the specified value. These tests are to be carried out with the use of computer aided test set. A Megger test shall also be performed. Temperature and pressure relief shall be tested where applicable.

2.6.8 Transformer Tap-Changer Mechanism

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

2.6.9 Transformer Tap-Change Control Panel

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

2.6.10 **Transformer Short Circuit Tests**

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

2.6.11 **Transformer Ratio Tests**

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

2.6.12 **Transformer Vector Group Tests**

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

2.6.13 **Transformer Zero Sequence Tests**

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

2.6.14 **Transformer Sweep Frequency Tests**

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

2.6.15 **Transformer OLTC Contact Resistance Tests**

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

3. REQUIREMENTS FOR THE ON-SITE TESTING OF PROTECTIVE EQUIPMENT

3.1 Site testing and commissioning of protection and related equipment

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

3.1.1 All equipment has been erected and the relevant bus bar connected to and between the switchboards / relay control panels;

3.1.2 All high voltage and low voltage cables have been connected to the switchgear and related equipment;

3.1.3 All the bus-wiring between switchboards / relay control panels have been connected;

3.1.4 All the relevant equipment has been labelled correctly;

3.1.5 The D.C. / A.C. auxiliary supply has been connected to the equipment;

3.1.6 All the necessary safety equipment (i.e. danger notices, fire-fighting equipment and first aid equipment) has been fitted to the substation;

3.1.7 The relevant high voltage pressure tests have been performed.

3.2 Preliminary Site Checks

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

3.2.1 All new wiring done on site (i.e. Bus-wiring, D.C. / A.C. auxiliary supply wiring, connection to CT's on VT's and outdoor switchgear, marshalling kiosks, etc.) shall be checked against the drawing using a continuity tester;

3.2.2 All new lead numbers and all new lugs shall be checked for secure crimping and proper electrical contact;

3.2.3 All terminal strips shall be checked for tightness and proper electrical contact;

3.2.4 The D.C. auxiliary supply voltage shall be checked to ensure that the voltage is within the range of the protection relays and related equipment

3.2.5 All new wiring, as well as CT and VT circuits, shall be tested at 500V D.C. with respect to earth, and the correct earthing of CT and VT circuits shall also be checked;

3.2.6 The loop resistance of pilot wire cables (where applicable) shall be measured and noted in the site commissioning report;

3.2.7 All pilot cable cores shall be tested at 500V D.C. with respect to earth and tests shall be done to ensure correct polarity of all pilot cores;

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

3.3 Functional Tests

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

The following checks shall be carried out:

- All relays shall be operated in turn to trip or initiate auto-reclose of the breaker
- All types of indication and alarms shall be checked for correct operation;

- The correct latching and resetting of master trip relays and other seal-in circuits shall be checked;
- Panel switches shall be checked for correct function and selection in all positions;
- Motor and transformer thermometers shall be checked for calibration and set point operation and the results noted in the site commissioning report;
- Buchholz relays on transformers shall be checked for surge and gas operation and the results noted in the site commissioning report.

3.3.1 Secondary Current / Voltage Injection Tests

3.3.1.1 All measuring type protection relays, particularly those using multiple inputs, shall be tested for operation at various points (not less than 5) on their operating characteristics by means of secondary injection tests.

3.3.1.2 The total circuit from the tests block, up to and including the relay, shall be tested by means of secondary injection and the results shall be noted in the site commissioning report.

3.3.1.3 Only the characteristics of the required final relay settings should be checked and noted during commissioning tests.

3.3.1.4 Secondary injection of Ammeter and Volt Meters to prove Operation & Calibration. Thermal function of ammeters to be proved. If selector switches are being used, then wiring prior to selector switch to be used to prove functionality of selector switch.

3.3.2 Primary Current Injection Tests

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

3.3.2.1 That CT secondary currents reach the protection relays correctly;

3.3.2.2 That metering CTs saturate at the correct current levels;

3.3.2.3 That CT ratios and polarity are correct and that CTs were not damaged during transit and installation;

3.3.2.4 Stability of differential protection for through-faults and correct operation for internal faults.

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

3.3.3 Circuit Breaker Trip Test

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

3.3.3.2 Comprehensive tests shall be done to prove all interlocking mechanisms, safety locks, auxiliary contacts, switcher and latching devices, the anti-pump timer circuits, trip circuit supervision, racking devices, SF6 gas alarm circuits, trip-testing circuits, etc.

3.3.3.3 The resistance of the trip coils (main and back-up) shall be measured and noted in the site commissioning report.

3.3.3.4 The circuit breaker no load tripping time for each phase shall be measured at least three times and the results noted in the site commissioning report.

3.3.3.5 The circuit breaker no load closing time for each phase shall also be measured at least three times and the results noted in the site commissioning report.

3.3.4 Phasing of Primary Supplies

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

3.3.5 On-Load Checks

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

3.3.5.1 Differential protection stability tests;

3.3.5.2 Phase angle tests of current and voltage to prove correct relay operation;

3.3.5.3 Comparison of current magnitudes as a further check on CT ratios;

3.3.5.4 VT ratio checks when the system voltage is close to 100%.

3.3.6 Correction of Drawings

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

3.3.7 Witnessing of Commissioning Tests

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

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

3.4 Protection Settings

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

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

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

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

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

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

4. SITE COMMISSIONING TEST REPORT

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

4.2 The above site commissioning test report shall be submitted irrespective of whether a representative of the Senior Manager, Electrical Services was present during the tests or not. The report must be submitted not more than 60 after tests were completed.

5. CALIBRATION OF TEST EQUIPMENT

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

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

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

6. BATTERY CHARGER

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

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

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

7. BATTERIES

7.1 The Contractor shall:

- Carry out visual inspection on cells
- Test and check electrolyte levels
- Check and clean corrosion on post and links
- Check torque bolts and nuts
- Carry out cell readings, voltage and SG (Lead Acid), voltage (NiCad)
- Clean cells
- Apply petroleum jelly or approved anti corrosive agent to the battery terminals
- Check battery environment

8. PRESSURE TESTING

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

9. TESTING / COMMISIONING 11 KV PANELS / RMU'S

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

9.2 Connection of bus wiring between panels:

- ensure correct size of wire is being used
- all grommets are fitter per panel
- all connections are tight and secure

- continuity to be tested

10. EARTH MAT TEST

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

11. DRAWINGS

In the absence of panel drawing, the said must be obtained from the supplier in soft copy.

12. DATA SHEET

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

PROTECTION TESTING	
ITEM	**CHECKS TO BE CARRIED OUT**
Panel Data	Substation
	Panel Designation
	Panel Number
	Date Tested
Breaker Data	Make
	Serial Number
	Type
	Current Rating
	Short circuit rating
	Trip counter
	Spring charge
	Close function
	Earth facilities
	Last maintenance
Protection Relays	Function
	Make
	Serial Number
	Current / Voltage Rating
	Pickups
	Time multiplier
	High set
	CT ratio selected
Current Trf	Make

PROTECTION TESTING	
ITEM	**CHECKS TO BE CARRIED OUT**
	Serial number
	Function
	Type
	Class
	VA
	Ratio
	Knee point
	Earthing
Voltage Trf	Make
	Type
	Serial number
	Voltage
	Rating
	Voltage factor
	Class
Battery Charger	Make
	Serial Number
	Type
Batteries	Make
	Type
	Cell voltage rating
	Cell A/H rating

13. PROTECTION GRADING

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

14. REPLACEMENT OF PROTECTION EQUIPMENT

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

14.1 When protection relays are to be installed an allowance must be made for additional wiring due to the upgrade from Electromechanical to Numerical Relays.

14.2 For umbilical cord installations, modifications need to be made on most panels for the inclusion of remote closing on the panels. This may include the Auxiliary wiring of the breakers.

14.3 Panel labels are to be of an engraved type (Black on a white background).

15. CLOSE OUT REPORT

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

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

16. SAFETY PLAN: OCCUPATIONAL HEALTH AND SAFETY PLAN

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

It is a requirement of this contract, that a Safety Plan, in accordance with George Municipality's Safety Rules and Occupational Health and Safety Act 1993 as amended, be submitted with this bid. The safety plan must provide for the procedures and equipment necessary to undertake the scope of work specified in this bid document, in all aspects.

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

17. SCHEDULE OF EQUIPMENT

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

TABLE 'A"

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

18. COMPETENCY OF BIDDER'S STAFF

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

TABLE 'B'

NAME	DATE OF SUCCESSFUL COMPLETION OF QUALIFICATION

19. SCHEDULE OF PERMANENT STAFF

TABLE 'C'

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

NOTE:

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

1. Details of the bidder's previous proven competency and experience in the execution of work of an identical nature to that described in this document

2. Curriculum Vitae of all electricians and supervisory staff the bidder intends to use on this contract, who are in the employ of the bidder and deemed competent at the time of bidding, detailing the following:

(a) Experience in the execution of work of an identical nature to that described in this contract
(b) Employees of the tenderer, deemed competent at the time of bidding, detailing the following:
(i) Qualifications
(ii) Details of Competency

(c) All new appointees to the tender will be authorised by the contract manager.

20. CODES OF PRACTICE

CODES OF PRACTICE AND SAFETY RULES

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

21. MARK UP FOR THE SUPPLY OF MATERIAL NOT ISSUED BY GEORGE MUNICIPALITY

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

Please state the percentage to be added to proven nett cost for extra materials and spares authorised by the Contract Manager:

Material: _____%(percent) to be added to * proven materials costs.

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

SCHEDULE OF PLANT AND EQUIPMENT

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

TABLE 'D'

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

Attach additional pages if mores space is required.

TABLE 'E"

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

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule *(If nil, enter **NIL**)*	

21. SCHEDULE OF SUBCONTRACTORS

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

SUBCONTRACTORS				
Category / Type	**Subcontractor Name; Address; Contact Person; Tel. No.**		**Items of work (pay items) to be undertaken by the Subcontractor**	**Estimated cost of Work (Rand)**
1	Name of firm			
	Contact person			
	Tel No			
	Address			
2	Name of firm			
	Contact person			
	Tel No			
	Address			
3	Name of firm			
	Contact person			
	Tel No			
	Address			
4	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule *(If nil, enter **NIL**)*				

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

SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

TABLE 'F'

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		**CONTACT PERSON (Name, Tel, Fax, Email)**		**NATURE OF WORK**	**VALUE OF WORK (All Applicable Taxes Included)**	**DATE COMPLETED**
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
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Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

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

TABLE 'G'

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		**CONTACT PERSON (Name, Tel, Fax, Email)**		**NATURE OF WORK**	**VALUE OF WORK (All Applicable Taxes Included)**	**DATE COMPLETED**
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
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Name		Name				
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Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

PREREQUISITES

THE FOLLOWING IS A SUMMARY OF THE PREREQUISITES THAT NEEDS TO BE MET BEFORE ANY TENDER WILL BE DEEMED RESPONSIVE. THE TENDERER WILL NEED TO COMPLETE THE FOLLOWING TABLE BY INDICATED THAT THAT ALL PREREQUISITES ARE BEING MET. FAILURE OF WHICH WILL DEEM THE TENDER AS UNRESPONSIVE AND WILL THEREFOR BE DISQUALIFIED.

NR	PREREQUISITE	COMPLETED/ATTACHED (Yes/No)
1.	Experience and Qualifications (Tables B and C)	
2.	Plant and Equipment (Tables A,D and E)	
3.	5 x Similar Contracts with 3 contactable references (Tables F and G)	

SECTION 4.4

PRICING SCHEDULE

"All Unit Rates to be exclusive of Value Added Tax"

Item No.	Description	Unit	Rate per Unit			Total Rates
			Year 1 2026/2027	Year 2 2027/2028	Year 3 2028/2029	
	Schedule of Work					
1	**Circuit Breaker Testing**					
1.1	Circuit Breaker Mechanical Test: Per Switch Panel	Per Panel	R	R	R	R
1.2	Circuit Breaker Electrical Test: Per Switch Panel	Per Panel	R	R	R	R
2	**Current Transformer**					
2.1	Verify ratios per core	Per set	R	R	R	R
2.2	Record mag curve per core	Per set	R	R	R	R
2.3	Verify Polarity per core	Per set	R	R	R	R
2.4	Measure Insulation Resistance per core	Per set	R	R	R	R
2.5	Measure Loop Resistance per core	Per set	R	R	R	R

Item No.	Description	Unit	Rate per Unit			Total Rates
			Year 1 2026/2027	Year 2 2027/2028	Year 3 2028/2029	
3	**Voltage Transformer**					
3.1	Verify ratios per core	Per set	R	R	R	R
3.2	Verify Polarity per core	Per set	R	R	R	R
3.3	Measure Insulation Resistance per core	Per set	R	R	R	R
4	**Protection Relays**					
4.1	Overcurrent & Earth Fault Protection, Test Overcurrent and Earth Fault Relay Function (Electro Mechanical Relay)	Per Relay	R	R	R	R
4.2	Overcurrent & Earth Fault Protection, Test Overcurrent and Earth Fault Relay Function (Numerical Relay)	Per Relay	R	R	R	R
4.3	Test Directional Overcurrent and Earth Fault Relay Function (Numerical Relay)	Per Relay	R	R	R	R
4.4	Test Sensitive Earth Fault Relay Function	Per Relay	R	R	R	R
4.5	Test Breaker Fail Function	Per Breaker	R	R	R	R
4.6	Feeder Differential Protection (Fibre) - using primary injection test	Per Relay	R	R	R	R
4.7	Feeder Differential Protection (Fibre) - using secondary injection test	Per Relay	R	R	R	R
4.8	Feeder Fitted with Inter-tripping Relays	Per Relay	R	R	R	R
4.9	Master Trip and Auxiliary Relay	Per Panel	R	R	R	R
4.10	Logic Function	Per Relay	R	R	R	R
4.11	Aux Function	Per Relay	R	R	R	R
5	**ARC Protection**					

Item No.	Description	Unit	Rate per Unit			Total Rates
			Year 1 2026/2027	Year 2 2027/2028	Year 3 2028/2029	
5.1	ARC Sensors	Per Unit	R	R	R	R
5.2	Relay, Light & Current	Per Unit	R	R	R	R
5.3	Relay, Light only	Per Unit	R	R	R	R
5.4	Cable Chamber Relay	Per Unit	R	R	R	R
6	**Timers**					
6.1	Timers	Per Unit	R	R	R	R
7	**Transformer Commissioning Test and Checks**					
7.1	Main Buchholz relay and auxiliary relay Elements	Per Unit	R	R	R	R
7.2	Tap Change Buchholz relay and auxiliary relay Elements	Per Unit	R	R	R	R
7.3	NEC/R Buchholz relay and auxiliary relay Elements	Per Unit	R	R	R	R
7.4	Main Oil temperature sensor relay and auxiliary relay element	Per Unit	R	R	R	R
7.5	NEC/R Oil temperature sensor relay and auxiliary relay element	Per Unit	R	R	R	R
7.6	Winding temperature relay and auxiliary relay element	Per Unit	R	R	R	R
7.7	Pressure relief valve relay & aux relay elements	Per Unit	R	R	R	R
7.8	HV Restricted Earth Fault Relay (Secondary Injection)	Per Unit	R	R	R	R
7.9	HV Restricted Earth Fault Relay (Primary Injection)	Per Unit	R	R	R	R
7.10	LV Restricted Earth Fault Relay (Secondary Injection)	Per Unit	R	R	R	R
7.11	LV Restricted Earth Fault Relay (Primary Injection)	Per Unit	R	R	R	R

Item No.	Description	Unit	Rate per Unit			Total Rates
			Year 1 2026/2027	Year 2 2027/2028	Year 3 2028/2029	
7.12	Differential Protection Scheme (Numerical Relay)	Per Scheme	R	R	R	R
7.13	Differential Protection Scheme (Primary Injection)	Per Scheme	R	R	R	R
7.14	Neutral Earthing Resistor/Compensator, Computer Aided Test Set Used	Per Unit	R	R	R	R
7.15	Transformer Tap Changer Mechanism and Controller	Per Unit	R	R	R	R
7.16	Transformer tap change panel single unit	Per Scheme	R	R	R	R
7.17	Transformer tap change master follower scheme	Per Scheme	R	R	R	R
7.18	Transformer Short Circuit (Taps, Min-Nominal-Max), Computer Aided Test Set Used	Per Unit	R	R	R	R
7.19	Transformer Ratio Test (Taps, All), Computer Aided Test Set Used	Per Unit	R	R	R	R
7.20	Transformer Open Circuit Test (Taps, All), Computer Aided Test Set Used	Per Unit	R	R	R	R
7.21	Transformer Zero Sequence Test (Taps, Min-Nominal- Max), Computer Aided Test Set Used	Per Unit	R	R	R	R
7.22	Transformer Vector Group (Taps, Nominal), Computer Aided Test Set Used	Per Unit	R	R	R	R
7.23	Transformer Sweep Frequency (Taps, Nominal), Computer Aided Test Set Used	Per Unit	R	R	R	R
7.24	Transformer - Resistance & continuity of OLTC (Taps, All), Computer Aided Test Set Used	Per Unit	R	R	R	R
8	**Requirements for On-Site Testing**					
8.1	New panel, Verify Wiring According to drawings, Continuity & Insulation testing	Per Panel	R	R	R	R
8.2	Function Testing of Panel	Per Panel	R	R	R	R
8.3	Secondary Injection of Ammeter / Volt Meter	Per Unit	R	R	R	R

Item No.	Description	Unit	Rate per Unit			Total Rates
			Year 1 2026/2027	Year 2 2027/2028	Year 3 2028/2029	
8.4	On-Load Checks	Per Panel	R	R	R	R
8.5	Correction of Drawings	Per Panel	R	R	R	R
8.6	Request for drawings from supplier	Per Panel	R	R	R	R
9	**Protection Settings**					
9.1	Electro Mechanical	Per Relay	R	R	R	R
9.2	Solid State - Apply settings	Per Relay	R	R	R	R
9.3	Numerical - Apply settings and Logics	Per Relay	R	R	R	R
9.4	Additional Logic per Numerical Relay	Per Relay	R	R	R	R
9.5	Additional Setting per Numerical Relay	Per Relay	R	R	R	R
10	**Battery Charger**					
10.1	110v (Visual Inspection, Float & Boost Voltage, Equalize Voltage, Clean unit, Current limits, Alarm card)	Per Unit	R	R	R	R
10.2	30v (Visual Inspection, Float & Boost Voltage, Equalize Voltage, Clean unit, Current limits, Alarm card)	Per Unit	R	R	R	R
10.3	Replacement of complete Battery Charger with battery bank	Per Bank	R	R	R	R
10.4	New installation of complete Battery Charger with battery bank. To include 15m Supply and DC cables	Per Unit	R	R	R	R
11	**Batteries per bank**					
11.1	110v NiCad (load test, discharge test, re- torque terminals - 3 cycles of charging and discharging required)	Per Bank	R	R	R	R
11.2	30V NiCad (load test, discharge test, re- torque terminals - 3 cycles of charging and discharging required)	Per Bank	R	R	R	R

Item No.	Description	Unit	Rate per Unit			Total Rates
			Year 1 2026/2027	Year 2 2027/2028	Year 3 2028/2029	
12	**Pressure Testing VLF, Tan Delta Testing of Equipment**					
12.1	11kV switchgear	Per Panel	R	R	R	R
12.2	11kV cable	Per Feeder	R	R	R	R
12.3	66KV Bushings	Per Unit	R	R	R	R
12.4	66/11kV, 2 winding Transformer	Per Unit	R	R	R	R
12.5	132/66/11kV 3 winding Transformer	Per Unit	R	R	R	R
12.6	66kV CT and VT	Per Unit	R	R	R	R
13	**IR Scanning**					
13.1	Scanning	Per Hour	R	R	R	R
13.2	Reporting	Per Hour	R	R	R	R
14	**11kV Panel Installation**					
14.1	Ductor testing of Bus bar Connections	Per Node	R	R	R	R
14.2	Connection of Bus wiring	Per Panel	R	R	R	R
15	**Earth Mat test**					
15.1	Earth Mat Test	Per Mat	R	R	R	R
16	**Data Sheet**					
16.1	Create Data Sheet, Breaker, Relay, CT, VT, Settings, Battery Charger, Function Testing, Ductor, Megger, etc.	Per Panel	R	R	R	R
17	**Protection Grading**					
17.1	Gather Data, CT Ratio, Relay Details, network analysis	Per Hour	R	R	R	R

Item No.	Description	Unit	Rate per Unit			Total Rates
			Year 1 2026/2027	Year 2 2027/2028	Year 3 2028/2029	
	Network model					
17.2	Expand model for fault levels, loading and coordination	Per Hour	R	R	R	R
17.3	Load flow execution and verification	Per Hour	R	R	R	R
17.4	Short circuit study and simulation	Per Hour	R	R	R	R
	Protection coordination					
17.5	Protection grading study	Per Hour	R	R	R	R
17.6	Protection discrimination graphical report	Per Hour	R	R	R	R
18	**Replacement of Protection Equipment**					
18.1	Relay Replacement/Retrofit, Including Blanking Plate & Wiring	Per Unit	R	R	R	R
18.2	Supply and Install trip circuit supervision	Per Unit	R	R	R	R
18.3	Umbilical Cord, Installation of Plug for Remote Trip / Close	Per Unit	R	R	R	R
18.4	Umbilical Cord, Remote Cord (15m) Including Wall Installation	Per Unit	R	R	R	R
18.5	Trip / Close Coils Replacement, Installation	Per Unit	R	R	R	R
18.6	Panel Labels, Supply & Install	Per Unit	R	R	R	R
18.7	MCB / fuse holder and fuse Replacement	Per Unit	R	R	R	R
18.8	Supply, Installation and wiring of Aux Trip/Close relays	Per Pair	R	R	R	R
19	**General works**					
19.1	Loadcell maintenance (11kV injection set) to include testing of 3 x inductors, 3 x capacitors and cleaning	Per site	R	R	R	R

Item No.	Description	Unit	Rate per Unit			Total Rates
			Year 1 2026/2027	Year 2 2027/2028	Year 3 2028/2029	
20	**Additional Day works**					
20.1	Engineer	Per Hour	R	R	R	R
20.2	Technician	Per Hour	R	R	R	R
20.3	Authorized Person	Per Hour	R	R	R	R
20.4	Draftsman	Per Hour	R	R	R	R
20.5	Skilled Worker	Per Hour	R	R	R	R
20.6	General Worker	Per Hour	R	R	R	R
20.7	Transport per km	Per km	R	R	R	R
21	**Provisional Sum**					
21.1	Price % Markup on materials / spares (_____%) Please fill in % above and Years 1 to 3 must equal R200 000 plus the percentage per year i.e. If 10% is selected, year 1 to 3 must be R220 000	R200 000	R	R	R	R
					Total Rates (Excl. VAT)	**R**
					15% VAT	**R**
					Total Rates (All Applicable Taxes Included)	**R**

PAST EXPERIENCE

This schedule is compulsory to complete!

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

Employer	Nature of Work	Value of Work	Duration and Completion Date	Employer Contact Number

_____ _____

Date Signature of Tenderer

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the rates reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 90 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

_____

_____

_____

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: _____

Signature: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

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

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

Name: **Mr. Michael J. Rhode**

Signature: _____

Capacity: **Director: Electrical Engineering Services**

Date: _____

For the Employer: **GEORGE MUNICIPALITY**
CIVIC CENTRE
YORK STREET
GEORGE

MBD 1

TAX COMPLIANCE INFORMATION

PART A

Tax Compliance Status	TCS Pin:		**or**	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	☐ Yes ☐ No		B-BBEE Status Level Sworn Affidavit		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are You The Accredited Representative **In South Africa For The Goods / Services / Works Offered?**	☐ Yes ☐ No [If Yes, Enclose Proof]		Are You A Foreign Based Supplier For **The Goods / Services / Works Offered?**		☐ Yes ☐ No [If Yes, Answer Part 2.]
Signature of Bidder	……..…		Date		……..

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

1.2 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.

1.3 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.

1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.

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

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

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

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]

2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.

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: ……

MBD 4

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative: ……..	
3.2	Identity number: ……	
3.3	Position occupied in the Company (director, trustee, shareholder²): ……..	
3.4	Company Registration Number: ……	
3.5	Tax Reference Number: ……..	
3.6	VAT Registration Number: ……	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	**YES / NO**
3.8.1	If yes, furnish 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: …… ……..	

3.9 3.9.1	Have you been in the service of the state for the past twelve months? If so, furnish particulars. …….. ……..	**YES / NO**
3.10 3.10.1	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: ……. 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: ……. ……..	**YES / NO**
3.11 3.11.1	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: ……. 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: ……. …….....	**YES / NO**
3.12 3.12.1	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars:	**YES / NO**

	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: …… ……..……..	
3.13 3.13.1	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, 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: …… …….……..	**YES / NO**
3.14 3.14.1	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? If yes, furnish particulars: …….. ……..	**YES / NO**

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)

5.	**The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.**

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

…….. ……..
Signature Date

…… …….
Capacity Name of Bidder

[1]MSCM Regulations: "in the service of the state" means to be -
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the National Assembly or the National Council of Provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official or any Municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(e) a member of the accounting authority of any national or provincial entity; or
(f) an employee of Parliament or a provincial legislature.

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

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.

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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;
(b) BBBEE; and
(c) 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
BBBEE	10
SPECIFIC GOALS	10
Total points for PRICE and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR BBBEE AND 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:

4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

Bidder MUST submit a valid BBBEE certificate, failure to attach no points will be awarded for BBBEE points.

4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2

Outside the borders of the Western Cape	2	1

Bidder's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) with the tender document. Failure to attach proof will result in no points awarded for Specific Goals.

George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder's claim of having a local STAFFED / MANNED AND OPERATIONAL office within the George Municipal area.

The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local staffed and operational office will be assessed in its actual substance and not by only accepting the legal documentation.)

The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

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.

5. BID DECLARATION

Tenderers who claim points in respect of BBBEE must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1

5.1.	**Contribution to BBBEE: ..... = ...……(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2

5.2.	**Contribution to specific Goals: ..... = ...……(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.)**

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name of company/firm…….

5.4. Company registration number: ……...

5.5. 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]

5.6. 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 5.1 and 5.2, 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:	……

MBD 6.1(a)

SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	**Level One** (135% B-BBEE procurement recognition)	
More than 51% black owned	**Level Two** (125% B-BBEE procurement recognition)	
Less than 51% black owned	**Level Four** (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date:_____

_____

Commissioner of Oaths
Signature & stamp

MBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's webiste (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

a. take all reasonable steps to prevent such abuse;

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

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

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

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____
(Bid Number and Description)

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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.

MBD9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

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

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

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

[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.

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: GMT031/25-26

Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical **residential** address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)
certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment if overdue for more than 30 days.

_____
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2026

PLEASE NOTE:
MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE with a reason and THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement MUST be attached to the tender document.

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions:

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.7 “Day” means calendar day.
1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14 “GCC” means the General Conditions of Contract.
1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

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

2. Application:

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

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

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

3. General:

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards:

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

5. Use of contract documents and information inspection:

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.

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

6. Patent rights:

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

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

7. Performance security:

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

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses:

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

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

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

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

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

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

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

9. <u>Packing</u>:

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

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

10. <u>Delivery and documents</u>:

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

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts:

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

15. Warranty:

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

16. Payment:

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices:

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

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

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

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties:

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

23. Termination for default:

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction;

(iii) the period of restriction; and

(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. <u>Anti-Dumping and Counter-Vailing duties and rights</u>:

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

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

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

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

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

32. Taxes and duties:

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts:

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

34. Amendment of contracts:

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the

contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.

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