

KING SABATA DALINDYEBO LM



BID DOCUMENT FOR:

**APPOINTMENT OF SERVICE PROVIDER FOR ELECETRIFICATION OF 210
RDP HOUSEHOLDS AT MAIDEN FARM
BID NUMBER: SCM: 006/2022/23**

BIDDER: _____

BID PRICE: _____

CLOSING DATE: 26/09/2022 _____

CLOSING TIME: 12H00 _____

CSD SUPPLIER NUMBER _____

PREPARED BY:

SUPPLY CHAIN MANAGEMENT OFFICE
KSD MUNICIPALITY
MUNITATA BUILDING
CORNER SUTHERLAND & OWEN STREET
MTHATHA
5099
Tel: [047] 501 4394
Fax: [047] 531 2085

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INVITATION TO BID

| | | | | | |
|---|--|---------------|------------|---------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY) | | | | | |
| BID NUMBER: | SCM NO: 006/2022/23 | CLOSING DATE: | 26/09/2022 | CLOSING TIME: | 12h00 |
| DESCRIPTION | ELECTRIFICATION OF 210 RDP HOUSEHOLDS AT MAIDEN FARM | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |

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

| | | | | | |
|---|---|--|--|---|--|
| KSD LOCAL MUNICIPALITY | | | | | |
| MUNITATA BUILDING | | | | | |
| CORNER SUTHERLAND & OWEN STREET | | | | | |
| MTHATHA | | | | | |
| 5099 | | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |

| | | | |
|---|--|--|--|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT | SCM | DEPARTMENT | Technical Services |
| CONTACT PERSON | Mr. N. Zibi | CONTACT PERSON | Ms. N. Nondlazi |
| TELEPHONE NUMBER | 047 501 4118 | TELEPHONE NUMBER | 047 501 4308 |
| E-MAIL ADDRESS | zibin@ksd.gov.za | E-MAIL ADDRESS | nondlazis@ksd.gov.za |
| | | | |

PART B
TERMS AND CONDITIONS FOR BIDDING

| |
|---|
| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. |

**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:.....



BID NOTICE

King Sabata Dalindyebo Local Municipality hereby calls upon accredited service providers to bid for the following tenders:

| No. | Project Name | CIDB Grading | Bid Number | Closing Date | Enquiries |
|-----|---|---------------|------------------|---------------------------------|---|
| 1 | Supply, delivery and installation of 100 concrete street bins for KSDLM. (Re-advert) | N/A | SCM: 019/2021/22 | Date: 19/09/2022 Time: 12H00 | Technical Enquiries may be directed to Mr Mandlana (Community services). Tel: 047 501 4312 |
| 2 | Supply and delivery of 10 commercial refuse removal skip bins for KSDLM. (Re-advert) | N/A | SCM: 018/2021/22 | Date: 19/09/2022 Time: 12H00 | Technical Enquiries may be directed to Mr Mandlana (Community services). Tel: 047 501 4312 |
| 3 | Panel of three (3) service providers to conduct vetting and screening of applicants/candidates before employment for a period of three (3) years. | N/A | SCM: 039/2021/22 | Date: 06/10/2022 Time: 12H00 | Technical Enquiries may be directed to Mr Feni (Corporate services). Tel: 047 501 4102 |
| 4 | Electrification of 210 RDP Households at Maiden Farm | 3EP or higher | SCM: 006/2022/23 | Date: 26/09/2022 Time: 12H00 | Technical Enquiries may be directed to Ms Nondlanzi (PMU section). Tel: 047 501 4308 |
| 5 | Design and supply of Mthatha dam & Highbury switches for KSDLM (Re-advert) | N/A | SCM: 016/2021/22 | Date: 06/10/2022 Time: 12H00 | Technical Enquiries may be directed to Mr B. Gwadiso (Electricity section). Tel: 073 807 7445 |

Bidders must take note of the following bid conditions:

Place of Tender box: **1st Floor, Munitata Building, Next to Room 147.** All bids must be put in a sealed envelope and clearly marked with SCM Number and Project Name and be placed in a tender box. Tender documents can be downloaded free of charge from the National Treasury's tender portal (<http://www.etenders.gov.za/content/advertised-tenders>) or from the King Sabata Dalindyebo site (www.ksd.gov.za) as from the **5th of September 2022**

NO HARD COPIES OF THE TENDER DOCUMENT ARE AVAILABLE FOR SALE, ONLY THE ELECTRONIC VERSION WHICH IS TO BE DOWNLOADED AS PER THE ABOVE WEBSITES IS TO BE USED.
NO COMPULSORY BRIEFING IS APPLICABLE FOR ALL BIDS

Bidders must take note of the following bid conditions: -

- Failure to submit comprehensive JV agreement (where applicable), failure to do so will result in a tender deemed non-responsive.
- Individual partners of JV are to comply and submit all relevant documents. Failure to do so will result in a tender deemed non-responsive.
- Failure to complete tender forms, MBD 1 to MBD 9 and Annexure A to F will result in a tender deemed non-responsive.
- Failure to submit or complete supplementary information will result in the tender being null, void and non-responsive.
- All bidders from KSD jurisdiction **must** submit latest municipal statement not older than three months showing that they do not owe the municipality; non-KSD bidders must attach proofs not older than three months from their respective municipalities.
- The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes.
- The KSD Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
- All certified copies submitted with a tender document must not be older than six months, failure to do so will result tender deemed non-responsive.
- All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive
- Use of tipex is prohibited and the bidder will be deemed non-responsive.
- The bidder to submit Audited financial statements for the past three financial years for any offer amounting to or exceeding R10 million inclusive of VAT.
- Bidders must sign MBD 5 for any offer amounting or exceeding R10 million.
- Bidders must be registered with CIDB and have a valid CIDB Contractor Grading designation as per above with proof
- Bids submitted will hold good for a period of **90** days.
- Failure to be registered on Central Supplier Database registration will result in a tender being disqualified.
- Bids that are late, incomplete, unsigned or submitted by fax, mail or electronically including copy of a tender document, will not be accepted.
- All bids must be put in a sealed envelope and clearly marked with SCM Number and Project Name and be placed in a tender box; failure to do so the document will not be considered.
- Further Bid Condition for SCM: 018/2022/23; 006/2022/23 and 016/2021/22 have a Local Content
- Locally Manufactured Product will be considered with a prescribed minimum threshold for local production and content.
- If Raw material or input material is not available in the country bidders must obtain a written authorisation from DTI to

import such raw material.

- Minimum thresholds of local content and production:

| No. | SCM No. | Description | Local content and production % |
|-----|-------------|-------------------------|--------------------------------|
| 1 | 018/2021/22 | Skip bins | 100% |
| 2 | 006/2022/23 | Electrification: Meters | 70% |
| | | Cables for power | 90% |
| | | Transformer | 100% |
| 3 | 016/2021/22 | Switches | 50% |

- A Copy of a written Declaration on Local Content and letter must be submitted together with the bid at the closing time and date of bid, failing to do will invalidate your bid.
- Failure to complete annexure C and MBD 6.2 will lead to disqualification
- BBBEE must be SANAS and IRBA Approved or Sworn affidavit must be from DTI failure to do so tenderers will lose point.
- Preferential Procurement Policy Framework ACT 2017 (PPPFA) Points will be evaluated based on the following criteria
- Stage 1 Pre –qualification evaluation
- Stage 2 Price and BBB EE Points

The tender will be evaluated and adjudicated on the basis of the Preferential Procurement Policy Framework Act, and the regulations pertaining thereto (2017 Regulations), as well as the King Sabata Dalindyebo Municipality's Supply Chain Management policy. The 80/20 preference point system will be used as per the KSDLM SCM policy.

The tender will be evaluated and adjudicated on the basis of SCM bid compliance, functionality and price.

All bids speculated above bidders will have to score a minimum of 70 points out of a maximum of 100 points for functionality in order to proceed to the pricing stage.

SCM related enquiries may be directed to Mr N. Zibi (General Manager: SCM) 047 501 4118

S Nodo (Mr)
Acting Municipal Manager

Date_____

B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

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

1.1 GENERAL PREREQUISITES

Introduction

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

Criteria

- a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed. See **Annexure “D”**.
- b) The Declaration of Interest form must be completed.
- c) The bid document must be completed in all respects in black ink.
- d) Bids must be submitted on original bid documents.
- e) Bid documents must remain intact and no portion may be detached.

Joint Ventures

- f) A joint venture that is awarded a contract with King Sabata Dalindyebo Municipality must be registered as a separate company with the Registrar of Businesses.
- g) The joint venture must be registered with South African Revenue Services.
- h) A separate bank account must be in place for the joint venture.
- i) A joint venture must submit a joint venture B-BBEE Verification Certificate (if accredited)

Clauses (g) and (h) will only be applicable after the awarding of the contract to the successful bidder.

C. GENERAL CONDITIONS OF BID

1. INTERPRETATION

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

The word "Municipality" in these conditions shall mean the King Sabata Dalindyebo Municipality.

2. EXTENT OF BID

ELECETRIFICATION OF 210 RDP HOUSEHOLDS AT MAIDEN FARM BID NUMBER: SCM: 006/2022/23

3. CONTRACT TO BE BINDING

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

4. MODE OF BID

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

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

5. QUALITY

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

6. INSURANCE CLAIMS, ETC.

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

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

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

7. SIGNING OF DOCUMENTS

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

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

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

8.1 PENALTY PROVISION

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

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

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favourable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

9. VALUE ADDED TAX

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

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

10. PRICE ESCALATION

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

11. AUTHORITY TO SIGN BID DOCUMENTS

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

12. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed within 90 days from the closing date and will be required to begin work on the assignment immediately upon appointment.
The duration of this Project is a Thirty-Six (36) months period

13. DELIVERY PERIODS

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

14. CLOSING DATE / SUBMITTING OF BIDS

Completed bid documents are to be placed in a sealed envelope endorsed **ELECETRIFICATION OF 210 RDP HOUSEHOLDS AT MAIDEN FARM BID NUMBER: SCM: 006/2022/23**

Must be deposited in the Bid Box, at the offices of the King Sabata Dalindyebo Municipality, Munitata Building Corner Sutherland & Owen Street, Mthatha 5099, not later than **12h00 on 26/09/2022**, at which time the bids will be opened in public.

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

16. BID AND PROJECT ENQUIRIES

Please refer all SCM enquiries to **Mr. N. Zibi via e-mail on zibin@ksd.gov.za**. All Project enquiries to **Ms S.Nondlanzi via e-mail on nondlanzis@ksd.gov.za**

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

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

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

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

15. Warranty

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen

(18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. **Payment**

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

17. **Prices**

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

18. **Increase/decrease of quantities**

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

19. **Contract amendments**

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

20. **Assignment**

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

21. **Subcontracts**

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

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. Penalties

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

24. Termination for Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

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

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

26. Force Majeure

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

27. Termination for Insolvency

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

28. Settlement of Disputes

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

29. Limitation of Liability

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

30. Governing Language

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

31. Applicable Law

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

32. Notices

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

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

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

35. Amendment of Contracts

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

D. SPECIFICATION & EVALUATION CRITERIA

SCOPE OF WORK

SECTION 2: BACKGROUND INFORMATION

KSD municipality is in process of accelerating provision of electricity to the communities KSDM. Appointment of these electrical engineers is crucial for the municipality to be proactive in planning for all related electrical projects for the coming years.

SECTION 3: OBJECTIVES AND OUTPUTS

The objective of the employer is to improve service delivery by providing expected municipal services to meet its Constitutional Mandate.
This contract seeks to appoint a service provider to connect 210 RDP households in Maiden Farm.

SECTION 4: DELIVERABLES

Build a 0.4 km of 3-phase, 11kV Fox line. (Route Length)

- Install 2x200kVA/11kV new transformers
- Plant 67x5m poles, 40x7m kicker/Service poles, 40x9m poles and 17x11m poles
- Plant 5*MV, 34*LV stays, 3*MV, 13*LV strut poles
- String 1.0km x 70mm² (4-core) and 0.6km x 35mm² (4-core) ABC with insulated neutral
- Install 12x2 way, 21x4 way and 11x8 way top boxes split meter
- String 7.5km of 10mm² 2C with Comms cable Airdac
- Install 210x20A pre-paid din-rail split meters and 210 passive base unit with rail.
- Install 44 padlocks.

SECTION 5: TIME FRAMES

Three Months

SECTION 6: SPECIAL CONDITIONS

Please list special conditions

Only contractors with CIDB Grading of 3EP or higher

SECTION 7: CRITERIA FOR EVALUATION OF PROPOSALS

PRE-QUALIFICATION REQUIREMENTS

| NO. | CRITERIA | WEIGHTING |
|---|-------------|-------------------|
| 1. | Experience | 40 |
| 2. | Expertise | 40 |
| 3. | Methodology | 20 |
| GRAND TOTAL | | 100 |
| | | |
| FUNCTIONALITY ASSESSMENT – POINTS SCORING | | |
| Functionality Category & Description | | Points Allocation |
| Experience - (Proof of appointment letter & completion certificate to be provided in order to claim points) | | Total = 40 |
| Similar Projects that were successfully conducted. (10 points per project with a maximum of 4 projects) | | |
| Expertise - (Proof to be attached in order to claim points) | | Total = 40 |
| CONTRACTS MANAGER (15 POINTS) N. Dip: Electrical Engineering with more than 5 years Exp (5) Pr Eng.: Electrical, Pr Tech Eng: Electrician with more than 5yrs exp. (10) Pr Eng.: Electrical, Pr Technician: Electrical, Electrician with more than 5 Yrs. Exp (15) | | 40 |
| PROJECT MANAGER (10 POINTS) Certificate N6 Electrical Engineering with more than 5 years exp - (2.5) N. Dip Electrical Engineering with more than 5 years exp. - (5) Pr. Eng.: Electrical, Pr. Technician: Electrical, Electrician with more than 5 Yrs. Exp - (10) | | |
| FOREMAN (5 POINTS) N6 Electrical Qualifications, lines course & CV. Trade test certificate & CV >5 Years = (5) 3 – 5 Years = (2.5) | | |
| SAFETY OFFICER (5 POINTS) No formal qualification = 0 Relevant qualifications more than 3 years’ experience = (5) | | |
| MV (Medium Voltage) & LV (Low Voltage) Authorized person (5 POINTS) ORHVS (Operating Regulations High Voltage Systems) Certificate = (5) | | |
| Methodology | | Total = 20 |
| Provide a detailed methodology, clearly indicating the steps to be followed for each sub-component of the project, design packages to be used, information gathering methodology, understanding of risks and identifying external risks. – 20 points | | 20 |

| | |
|--|--|
| A general statement on methodology to be adopted without clearly referencing project specific matters – 10 points | |
| No methodology provided - 0 points | |

Bidders should take note of the above Pre-qualification criteria.

- [a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.
- [i] **Experience** - The experience annexure must be completed. Only list projects of a similar nature undertaken.
- [ii] **Expertise** – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.
- [iii] **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with time frames and clearly explaining how the works will be implemented.
- [b] Bids that do not meet a minimum of **70 points** out of **100** in total for the criteria listed above will not be considered further.

ANNEXURE

ABBREVIATIONS

A.C. or a.c: Alternating Current
BCD: Binary Coded Decimal
CT: Current Transformer
D.C. or d.c: Direct Current
DPMCB: Double-Pole Miniature Circuit-Breaker
HV: High-Voltage
LCS: Lamp Check Switch
MAS: Manual-Auto Selection Switch
MCB: Miniature Circuit-Breaker
MIS: Mechanism Isolate Switch
MV: Medium Voltage
OLTC: On-Load Tap Changer
RLCS: Raise-Lower Control Switch
RST: Reset Push Button
RTU: Remote Terminal Unit
SBS: Step-by-Step
SIS: Supervisory Isolating Switch/integrated function
TCI: Tap Change Isolating Switch
VSR: Voltage Selection Relay
VT: Voltage Transformer

DEFINITIONS

For this Final Design Package, the following definitions and definitions apply and are generally consistent with the definitions given in the International Electrotechnical Vocabulary (IEV) See IEC 50.

Aeolian Vibration: The periodic motion of a conductor induced by the wind, predominantly in a vertical plane of relatively high frequency of the order of ten or tens of hertz, and small amplitude of the order of the conductor diameter.

Aluminium Conductor, Steel Reinforced (ACSR): A reinforced conductor with one or more layers of Aluminium wires stranded around a core of galvanised steel wires.

Angle Strain Structure: A structure at the beginning or end of a section, which carries the resultant conductor tensile forces where the line changes direction.

Angle Intermediate Structure: A structure, which serves as a suspension support for the conductor where the line changes direction.

Bare Conductor: A conductor without any insulating covering.

Basic Insulation Level (BIL): The overall designed insulation level of the system to withstand lightning impulses and switching surges. A specific insulation level, expressed in kilovolts, to which the complete system is designed and constructed. This insulation level includes the line-to-supporting structure insulation level, line-to-earth insulation level at every supporting structure etc.

Circuit: A conductor or system of conductors through which current is intended to flow.

Clearance: The shortest distance between two parts of different potential, usually related to distance in air.

Composite Insulator: An insulator made of at least two insulating parts made from a synthetic material, namely a core and a housing equipped with metal fittings. It can consist either of individual sheds mounted on the core, with or without an intermediate sheath, or a housing directly molded or cast in one or several pieces on the core

Conductor: A wire or combination of wires not insulated from one another, suitable for carrying an electrical current.

Conductor Temperature: The temperature of a conductor due to ambient temperature, wind and electrical load current.

Conductor Uplift (Minimum Weight Span): The upward vertical load imposed by the conductor at a support resulting from the gradient to the adjacent supports and conductor tensions.

Construction Supervisor: Person with on-site control of construction.

Crossing: That span of a network where it crosses over a road, river, railway, telecommunication or other service.

Dead Man Anchor: A stay anchor consisting of a single block of concrete, into which the stay rod or anchor bolts are embedded.

Dry Lightning Impulse Withstand Voltage: The lightning impulse voltage which the insulator withstands dry, under the prescribed conditions of test.

Earth: The conducting mass of earth whose electric potential at any point is conventionally taken as zero.

Earth Conductor: A conductor of low impedance that provides an electrical connection between a given point in equipment (an installation or system) and an earth electrode.

Earth Electrode: One or more horizontal conductors and/or earth rods bonded together and embedded in the earth for the purpose of making effective electrical contact with the general mass of the earth and to act as a path for the discharge of either lightning currents or fault currents.

Earth Resistance: The resistance of the electrode and surrounding earth as measured between the earth lead and the general mass of the earth.

Earth Rod: An earth electrode consisting of a metal rod driven into the ground.

Earthing System: A system that always provides, a low impedance path using one or more earth electrodes for the immediate discharge of electrical energy, without danger, into the general mass of the earth.

Electrical/Clashing Span: The maximum span considering the conductor configuration and spacing adopted to ensure midspan phase to phase clearance.

Equivalent Span: The calculated span length for tensioning a multiple span section such that the tension of the equivalent span may be used for tensioning the whole section.

Factor of Safety: The ratio of a component's failing load to the maximum safe working load for which it is designed.

Failing Load of the Foundation: The load under which the foundation fails. The failure is defined as inadmissible large foundation movements and occurs in the transition range between the stable and unstable states of equilibrium.

Feeder: An untapped overhead or underground three-phase cable or set of conductors connecting distribution stations.

Flashover: A disruptive discharge external to the insulator, connecting those parts which normally have operating voltage between them.

Footing Resistance: The resistance of a structure to earth.

Foundation: A structure set in or on the ground, to which the base of a support is attached to provide the necessary anchorage to withstand all applied loads.

Galvanic Corrosion: Enhanced corrosion of a metal owing to its being electrically connected to a conductor of a more noble metal in an electrolyte.

Ground Clearance: The minimum distance between the conductor and ground level in a span with the conductor at its maximum design temperature, usually 50 °C.

Heavy Angle Strain: a strain structure that does not require additional support during stringing activities.

High Voltage (HV): A voltage that exceeds medium voltage (>33 kV).

Horizontal Line Post Insulator: A rigid insulator with metal base and end fittings, which is mounted horizontally onto a structure and is capable of withstanding cantilever loads.

Insulator String: One or more insulator units which give a flexible support to overhead line conductors and stressed mainly in tension.

Insulator: A device intended for electrical insulation and mechanical support of equipment or conductors that are subject to potential differences.

Intermediate Structure: A structure that supports the overhead line in a section by means of either post or suspension insulators.

Lightning Arrester: A device designed to protect electrical apparatus from high transit voltage and to limit the duration and amplitude of the follow current. They are usually connected between the electrical conductors of a system and earth.

Line Hardware: Summarises all components that are not part of the tower structure or of the conductors. Insulators and accessories are in this category.

Light Angle Strain: a strain structure that requires additional support during stringing activities.

Live: Electrically connected to a power system and/or electrically charged.

Long-Rod Insulator: A single insulator equal to several disk insulators designed for tensile loading to support an overhead line conductor under tension or suspension long-term tensile stress. The tensile stress that a conductor can withstand for 10 years without failing.

Maximum Span: The maximum permitted length of any span for the conductor spacing adopted.

Maximum Working Tensile Stress: The horizontal component of the selected maximum conductor tensile stress that occurs under the conditions of installation and the specific loading assumptions.

Mid-Span Tension Joint: A joint inserted between two lengths of a conductor to provide electrical and mechanical continuity of the conductor.

Power Frequency Withstand Voltage: The power-frequency which the insulator withstands wet conditioned, under the prescribed conditions of test.

Power Line: An overhead line erected to convey electrical energy for any purpose other than communications but excluding the overhead contact or catenary wires of an electric traction system.

Protection: The provision for detecting abnormal conditions in a power system and then initiating signals, indications or clearance of the condition or a combination of these.

Puncture Voltage: The voltage that causes puncture of a string insulator unit or a rigid insulator under the prescribed conditions of test.

Rated Voltage: The highest r.m.s phase-to-phase voltage of a supply for which equipment is designed.

Restricted Area: The area where the construction or routing of an overhead line is prohibited.

Safety Clearance: The minimum required distance between phase and earth as specified in the Occupational Health and Safety Act.

Sag: The maximum vertical distance between a conductor that spans between supports and a straight line joining the conductor's points of support.

Servitude: The right of way for the installation, operation and maintenance of a power system given to a supply authority by way of law and registered against the title of the property. The supply authority pays the landowner consideration for this right depending on the utilisation of the land.

Shield Wire: A conductor connected to earth at some or all structures, which is suspended usually but not necessarily above the line conductors to provide a degree of protection against lightning strokes.

Span: The part of the line between two consecutive points of support of a conductor.

Span Length: The horizontal distance between two adjacent supports.

Step Potential: That part of the earth electrode potential gradient that can be bridged by a person from foot to foot through the body.

Strain Structure: A structure at the beginning or end of a section, which carries balanced conductor tensile forces.

Structure, support (of an overhead line): A device designed to carry, through the insulators, a set of conductors of the line.

Structure Loading: The vector resultant sum of the loadings incident to the structure including the mass of the conductors, the wind loading, the tension in the conductors and the forces due to stays.

Suspension Structure: A structure that supports the overhead line in a section by means of suspension insulators.

Tensile Stress of a Conductor: The theoretical value that results from the division of the tensile force in the conductor by the conductor cross-sectional area.

Terminal Structure: A structure that carries the total conductor tensile forces on one side with or without back-staying depending on the design.

Touch Potential: That part of the earth electrode potential gradient that can be bridged by a person from hand (or hands) in contact with a structure, through the body to the feet or other earthed point.

Ultimate Design Load/Ultimate Tensile Strength: The load that all elements should just sustain without failure, during any specified duration.

Uplift or Downward Forces: The forces represented by the components of the conductor tensile forces due to differing heights of the suspension points. They act against or in the direction of the conductor dead-weight forces, respectively.

Vibration Damper: A device attached to a conductor or earth-wire to suppress or minimise vibrations due to wind.

Weight Span: The horizontal distance between the lowest points of a conductor on either side of the support.

Wind Loading: The horizontal load imposed by wind pressure acting at right angles to any element of the overhead line.

Wind Span: Half the sum of the adjacent spans on each side of a support working load of the foundation: The load transferred from the structure to the foundation for the given load conditions excluding factors of safety or overload factors.

Introduction

The Department of Energy is funding King Sabata Dalindyebo to electrify about 210 RDP's Houses in Maiden Farm as part of universal access.

Standards

ESKOM standards for materials and equipment including installation will be adopted and used for the works. This will minimize the need to prepare detailed specifications, but more importantly good suppliers and contractors are conversant with these standards, leading to fair completion/competition. It is to be noted that the line will be built on 22kV specs since ESKOM installs the same at 11kV voltage.

Functional Scope of Work

The scope of works for this project is as follows:

Build a 0.4 km of 3-phase, 11kV Fox line. (Route Length)

Install 2x200kVA/11kV new transformers

Plant 67x5m poles, 40x7m kicker/Service poles, 40x9m poles and 17x11m poles

Plant 5*MV, 34*LV stays, 3*MV, 13*LV strut poles

String 1.0km x 70mm² (4-core) and 0.6km x 35mm² (4-core) ABC with insulated neutral

Install 12x2 way, 21x4 way and 11x8 way top boxes split meter

String 7.5km of 10mm² 2C with Comms cable Airdac

Install 210x20A pre-paid din-rail split meters and 210 passive base unit with rail.

Install 44 padlocks

NB: While care has been taken to ensure that everything is catered for, it is also encouraged that the contractor should highlight any omissions before tender closure otherwise it would be deemed that there are either no omissions or they are all included on the pricing.

Preliminaries & General Cost and Site Establishment

The Contractor shall allow for the following specific requirements of Employer of an Office accommodation for meetings held on site. In the costing the Contractor SHALL make provision for additional teams to enable outages to be as short as is practicable.

Provision for the compilation of the Constructability Plan in conjunction with Client and CPE Programme and updated as and when required as works progresses.

The Construction Programme, to be done in MS Project and updated on a fortnight basis and Quality Assurance Programme for the works.

In addition to the specific requirements of Employer, detailed above, the contractor shall allow for his own preliminaries and/or overhead costs as required for the execution of the contract. It shall be divided into the following two sections:

A Fixed-charge item such as: (SANS 1200A - 8.3)

Contractual requirements.

Establishment of facilities on site such as plant, sheds, water, electricity, lighting, etc.

Removal of facilities from site after completion of work.

Any other fixed-charge items.

B Time related items such as: (SANS 1200A - 8.4)

Contractual requirements.

Operation & maintenance of facilities on site.

Supervision.

Company and head office overhead costs.

Other time related items.

Material Specification

The specific contractor shall supply, transport and off-load his own facilities such as sheds, water, electricity, lighting, etc. on the site.

The contractor shall also be responsible to remove all facilities established on site after his work is completed.

Site Works

Importing shall include:

Imported soil shall be used for the soil/cement mixture and shall not consist of any excavated Black Turf.

The layers shall be compacted to a minimum density of 90% MOD AASHTO before the next layer of soil/cement mixture is placed.

For stayed poles with concrete anchors, the pole shall not be erected until the concrete has had 21 days in which to cure.

The Contractor shall:

remain on all existing roads and tracks and within the servitude area and not deviate there from.
keep Employers gates locked and leave property owners' gates closed or as agreed to in writing between Employers and the landowner.

not interfere with the property owners' activities.

request permission for the use of water.

provide appropriate toilet facilities.

not make fires.

not litter.

not drop fences.

not collect firewood without consent; and

not disturb or remove stones/rock from the site (i.e. archaeological and heritage sites).

Warranty shall be obtained from the Contractor that:

He or she knows and understands the dangers involved in clearing bush in or around power lines and the dangers of the spread of fire.

He or she understands and will comply with the Employers procedures.

He or she understands that he/she must be authorized by the relevant Employers representative, in writing in terms of Contractor's ORHVS regulations. Employer must declare him or her competent.

He or she is a competent person and is a registered pest control operator or shall ensure that any chemical clearing shall be done under the supervision of a registered pest control operator.

He or she can and shall comply with, all legislation pertaining to the nature of the work to be done and all things incidental thereto.

He or she shall appoint a landowner liaison officer, who shall personally contact all affected landowners and users telephonically or in writing and obtain their permission before any trees or bushes are cut, regardless of any previous arrangements or agreements. This shall not be applicable in the case where the Employer has undertaken this requirement.

For all affected power lines, a list of property owners shall be supplied, by Employer, to the contractor to enable him to obtain the owners' consent.

Project Completion

"As Build" drawings will be required for this project, and it will be required from the Contractor to hand over a list of all labels that were changed on the line to the Project Manager or his representative. Project Manager or his representative to verify all changes. Label details and As Built to be handed to the Project Engineer two (1) weeks prior to handing over of site.

During final inspection, the Project Manager or his representative will ensure that a quality control check will be completed and signed by all the interested and affected parties. Only after signing of this document, will the site be handed over for Commercial Operation.

Site De-establishment

Removal of site office and stores and discontinuation of services provided for the site office.

Clearing of all rubble, waste and rubbish, resulting from the construction activities, removal from site and re-instatement of terrain.

Removal of all excess material (Copper, etc.) from site and returning of such material to the nearest KSD Municipality stores.

All the parties concerned at the completion of the works, prior to the taking over of the works, will hold a final inspection.

NB: The provisional amount is for KSDLM to utilize in payment of professionals. The successful bidder by agreeing to enter into agreement with KSD agrees to sign a cession with the nominated professionals.

RETICULATION DESIGN SCOPE

Electrification of 210 households in Maiden Farm

The ESKOM equipment material specification including installation standards for conductor up to ACSR Chickadee will be adopted/adhered to unless otherwise stated. The crossarms will be galvanized steel to Western Cape Operating Unit design and cable take-offs will be done to standard ESKOM standard.

2.1 The scope of works for this project is as follows:

Build a 0.4 km of 3-phase, 11kV Fox line. (Route Length)

Install 2x200kVA/11kV new transformers

Plant 67x5m poles, 40x7m kicker/Service poles, 40x9m poles and 17x11m poles

Plant 5*MV, 34*LV stays, 3*MV, 13*LV strut poles

String 1.0kmx70mm² (4-core) and 0.6km x35mm² (4-core) ABC with insulated neutral

Install 12x2 way, 21x4 way and 11x8 way top boxes split meter

String 7.5km of 10mm² 2C with Comms cable Airdac

Install 210x20A pre-paid din-rail split meters and 210 passive base unit with rail.

Install 44 padlocks

2.2 Design Parameters

The following design parameters are set as the benchmark:

a) Medium Voltage (Final Design)

ADMD 1.2kVA/stand.

Spare capacity on feeder 0.5kVA/stand

Supply voltage 11kV 3-phase

Supply regulation (bulk) 100% (assumed)

The projected load for the final phase (at 1.2kVA per stand) is 800kVA. Annexure H provides details of LV load flow studies. The transformer installed capacity is suitable for and can deliver an ADMD of 1,2kVA per stand.

b) Low Voltage (Final Design)

ADMD 1.2kVA/erf

Supply voltage 415/240 Volt

Regulation +- 10%

Service connection (max.) 20Amps.

c) Low Voltage Calculation:

| ADMD | Alpha | Beta |
|-----------------|-------|-------|
| 1.0 kVA (Final) | 0.461 | 1.661 |

2.3 MV Design

The existing and proposed medium-voltage network is best described in the construction drawings (Annexure G).

The performance of the network (both existing and proposed) is quantified by LV load flow studies (Annexure H), based on the loads described in the load forecast.

Studies shall be conducted for year 10 (final design).

2.3.1 Transformer Diagnostics Schedule:

The medium Voltage supply consists of three phase Fox conductors.

No additional MV conductor will be required for final design implementation.

Refer to specification on Protection philosophy: Rural Distribution Feeders

Reference number: SCSAGAAE8.

N.B: The transformer must not be loaded more than 80%.

All MV structures shall be constructed in accordance with KSD Local Municipality Medium Voltage Distribution Standard and specifications.

2.4. Low Voltage Design

The low voltage feeders shall be single and three phase aerial bundle conductors with insulated neutral and shall be 70mm² 4core, and 35mm² 4core. The conductors shall be adequate for final designs.

All LV structures shall be constructed in accordance with KSD Local Municipality Low Voltage Distribution Standard and specifications.

2.5. Service Connections

Service connections are to be made with a 10mm² concentric cables with comms from a 2-way, 4-way and 8-way distribution pole top boxes.

A 20A customer requires that a ready board be installed on the wall of their kitchen.

The ready board is required because a 20A customer needs earth leakage protection.

The concentric cable used on all new services shall be installed without joints from the pole-top distribution box into the standard passive unit base, which is mounted in the customer's premises.

All services shall be in accordance with KSD Local Municipality Distribution Services Standard and specifications.

2.6. Metering

The metering policy for a specific town, village or area will be determined in accordance with the requirements of the energy balancing and statistical metering policies. The details of these requirements will be implemented according to the specific site requirements.

2.7. Material & Equipment Specifications

2.7.1 GENERAL

The Contractor shall erect the MV and LV overhead line reticulation systems in accordance with KSD Local Municipality Electrification Standards (Wood Structures).

The internal MV distribution systems shall comprise of "Fox" aluminium conductor steel reinforced configuration on 12m, 11m and 9m wooden poles and shall be built to 22kV specifications.

The LV distribution systems shall comprise an aerial bundled conductor (ABC) system, of the supporting core type mounted overhead on either 7 wooden poles.

LV distributor spans shall extend within a radius of approximately 600m from transformer positions depending on individual voltage drop requirements.

LV distributor spans shall share pole structures with the MV system where these follow parallel routes providing clearance of LV can be achieved.

Transformers shall be of the pole mounted type suitably rated to serve anticipated individual LV distributor loads and shall be of the SABS 780 type. All materials supplied by the Contractor shall conform with Eskom's Buyer's Guide (Part 9 of DT Standard)

2.7.2 MV Overhead Line

The MV overhead feeder system shall comply with the requirements of the municipality adopting Eskom's Distribution Technology, Electrification Standards and Guidelines as and where applicable for an urban concrete pole reticulation system.

a) Conductor

| | | |
|---------------------------|---|---------------------------------------|
| Type | : | Aluminium conductor steel reinforced. |
| Code Name | : | Fox -see Bill of Quantities/drawings |
| Mass | : | 85kg/km |
| Ultimate tensile strength | : | 7 900 Newtons |
| Max working tension | : | @ -50C + wind 5 240 Newtons. |
| Mounting | : | See structure codes on drawings. |

The maximum working tension may be exceeded only during the construction stages when the conductors are to be "over-tensioned" to 1.05 x MWT for a period of not less than 8 hours nor longer than 24 hours after which the tension is to be reduced to a figure not to exceed the stated maximum working tension of the conductor concerned.

b) Poles

| | |
|------------------|---|
| Pole type | -Wood |
| Pole lengths | -7m for LV distributor 9m for LV road crossing, |
| -11m for MV Line | |
| Planting depth | -1.3m, 1.5m and 1.8m respectively |
| Pole marker | -painted - black on yellow background. |

c) Stays

| | | |
|------------|---|--|
| Type | - | Fiber glass for MV and Porcelain of LV |
| Rods | - | M20 - 2000 long |
| Base plate | - | 380 x 380 x 6 galvanized |

Stay-wire - 7/4mm, 1100 MPA - galvanized
Planting depth - 1.8m
Stays are indicated on the drawings by means of the structure codes.

d) **Flying Stays**

Flying stays shall be installed in the positions indicated on the drawings by the structure codes. Anchor poles shall be as specified for the line structures and of sufficient length to ensure the required ground clearance. Overhead stay-wire shall be 7/4.00mm as specified for stays.

e) **Struts**

Struts shall be installed in the positions indicated on the drawings by the structure codes. Strut poles shall be as specified for the line structures. Line structure poles shall be fitted with suitable ground anchors at all strut positions. Struts shall be fitted with barbed wire anti climbing devices.

f) **Insulators, Line Clamps and Other Line Components, Pole Dressing Hardware etc.**

All in accordance with KSD Local Municipality Distribution Reticulation Technology, Electrification Standards and Guidelines with reference to the detailed material take off sheets provided for the various line structures.

g) **Sags and Tensions**

The Developer shall provide suitable dynamometer sighting rods or other approved apparatus necessary for proper checking of the work. Dynamometers shall be calibrated in kg or kN.

h) **Surge Arrestors**

Surge arrestors shall be of the metal oxide outdoor hermetically sealed, vertical base mounted type, rated at 22kV, 10kA impulse current.

i) **Sectionalizes**

Solid fuses shall be provided for each transformer zone.

Pole Mounted Transformers

Transformers shall generally comply with the following details:

| | | |
|-----------------------|---|--|
| Situation | : | Outdoors |
| Mounting | : | Suitable for single pole structure |
| kVA rating | : | 200KVA (as indicated on drawings) |
| No load voltage ratio | : | 11000/415/230 volt |
| MV & LV connections | : | External bushings with suitable insulated connections. |

The transformers shall be connected on the MV side using links/or fuses as indicated on the drawings.

LV ABC Overhead Lines

LV ABC overhead lines shall comply with the requirements of KSD Local Municipality Distribution Reticulation Technology, Electrification Standards and Guidelines as and where applicable. The

LV ABC system may share pole structures with the MV system wherever these conductors follow parallel routes.

a) **LV Aerial Bundled Conductor**

System Detail : 415/230 volt, single, dual, 3 phases, 50 Hz

Type ABC : Insulated Neutral ABC

The ABC shall be installed in strict accordance with the manufacturer's recommendations and to ensure that the statutory clearances as specified in the Eskom Distribution Standard are always maintained. The Contractor shall submit details of terminations to be used to the Engineer for his approval before installation of the bundle.

| | | |
|----------------|----|---|
| | b) | Poles |
| Pole type | : | Wood |
| Pole lengths | : | 11m/9m/7m/5m |
| Planting depth | : | 1.8m/1.5m/1.3m/1m respectively |
| Pole marker | : | Black painted letters on yellow background. |

c) **Stays**

LV stays for wooden poles in the KSD Local Municipality Distribution Standard. Stays are indicated on the drawings by means of the structure codes.

d) **Flying Stays**

LV flying stays for wood poles in the KSD Local Municipality Standard and indicated on the drawings by means of the structure codes.

e) **Struts**

Struts are as detailed for the MV system described in Clause 3.2

f) **Line Clamps, Connections, Pole Dressing and Mounting Hardware**

All in accordance with Eskom's Distribution Construction Standards.

Connectors

Connectors shall be of the insulation piercing type for main and tap conductors, except for the bare neutral when a double PG clamp will be utilized.

The connector housing shall be made entirely of weather resistant plastic materials. No metallic parts outside the housing will be accepted (except for the tightening bolt).

The tightening bolt shall incorporate an over torque shearing head which will allow a clamping torque in conformity with the manufacturer's re-commendations, without the use of any special tools.

No energised parts shall be exposed or accessible by the operators during installation.

Mounting brackets

All mounting hardware shall comply with the KSD Local Municipality Standard for bare neutral ABC.

Suspensions bracket max. Vertical load - 700 kN

Strain clamps max. horizontal load - 1500 kN

Brackets are to be manufactured from corrosion resistant materials. Galvanised steel brackets are not acceptable.

g) **Sags and Tensions**

Sags and tensions are as detailed for the MV system described in Clause 3.2.3(g)

h) Surge Arrestors

No surge arrestors are required on the LV system. A 6kV, 10kA impulse surge arrestor will be provided on the LV neutral of the transformer.

Civil Infrastructure

The Contractor shall provide the following excavations.

Pole holes as required for both MV and LV overhead line systems.

Pole excavations : 5m - 1200 long 1000 wide 1000 deep

7m - 1200 long 1000 wide 1300 deep

9m - 1200 long 1000 wide 1500 deep

11m - 1200 long 1000 wide 1800 deep

Strut and stay holes as required for both MV and LV overhead line systems. Strut and stay excavations: 2000 long 1000 wide 1700 deep

Trenching for structure and operator earthing systems.

Trench excavation: 248 wide, 500 deep.

2.7.6 Clearances

KSD Local Municipality Standards as well as Occupational Health and Safety Act shall be adhered to. The overhead line routes require several both MV and LV crossings over roads. Correct clearance heights as specified in the Eskom Distribution Standard shall be adhered to. Annexure F details clearance requirements.

2.7.8 Budget Energy Controllers

20A Distribution Meter Prepayment will be supplied in accordance with KSD Local Municipality Specification.

2.7.9 Pole Top Boxes

A pole-top distribution box shall be used to connect all customers from poles along the LV distributor. The pole-top distribution box shall be in accordance with SCSSCAAH3.

The pole top distribution boxes are to comply with the requirements of KSD Local Municipality Distribution Reticulation Technology, Electrification Standard as and where applicable.

DESIGN PARAMETERS

Project Design

Electrification Indicators

In accordance the DT Standards for electrification, summary page contains a completed electrification indicator that has been completed by the designer.

Reticulation Diagrams

Annexure J shows a details MV transformer zone. The following drawing form part of the Electrical Design Report:

Voltage Drop Studies

LV structures (poles) are numbered on the drawings in accordance with the Retic Master. The voltage profiles are attached as Annexure I for the Final Design (ADMD = 1.0kVA)

+/- 10 % measured at the furthest customer premises. + 10 % would be for the first connected customer from the transformer and - 10 % will be for the last / furthest connected customer from the transformer.

Existing Pole holes can be reused after the structures have been removed and be backfilled and proper compacting done in layers not exceeding 300mm at a time

3.5 Foundations

The soil is typical of Eastern Cape, topsoils and rock beneath the surface, 100% Pole hole drilling has been included in the BOQ.

Compaction tests for stay and pole holes to be done by the contractor and checked by the COW.

The excavated pole holes in normal soil will be backfilled with the same soil with proper compacting done in layers not exceeding 300mm at a time. See D-DT-0330 for more information. Check soil types and use the guide as per D-WC-7319-01-01_00.

The planting depth for 11m and 12m poles will be 1.8m and 2m respectively as per D-DT-0332.

3.6 Structures, strains and intermediates

Generally, the strains and Intermediate structure will be as follows:

All intermediate structures (D-DT 1870 and D-WC 6022-01-01-02) will be done with 160/200mm top diameter wood poles unless otherwise stated on the construction drawing.

All terminal (D-DT 1746), inline strain (D-DT 1743 and D-WC 6022-01-02-02) and angle strain (D-WC 6022-01-03-02 and D-WC 6022-01-04-02) structures will be done with 200mm top diameter wood poles unless otherwise stated on the spanning sheet.

All angle strain structures will be stayed, by using a minimum of three stays, of which two will be inline and one will be along the bisector of the line.

All inline strains will have a total of 2 stays in each direction

Terminal will be stayed with two stays.

All Western Cape design steel A-Frames must be galvanized according to SANS 121.

BIL down wire (3x3.35 stay wire) & BIL Gap device (TG001) on Intermediate Poles.

The insulators will be silicone rubber long rods 22kV 40kN 31mm/kV for strains and intermediates will use the line posts porcelain type 22kV 4kN 31mm/kV.

3.7 Pole Numbering

Poles will be numbered as per the attached labelling standard by using an aluminium pole tag at 1.8m above ground level. The basic numbering philosophy is:

Identification of source substation

Then identify the feeder or the network name and

Lastly identify the pole number

3.8 Anti- Climbing Devices

Anti-climbing devices will be applied to v-stays and parallel stays to reduce the risk to climbing structure installations.

Barbed wire for each of these two stays will be wrapped snugly around the stay wire starting at the stay insulator for 1m and then wound back towards the starting point.

The bottom end of the barbed wire application will not be lower than 3m perpendicularly above ground level.

3.9 Support for overhead Distribution

Unless otherwise specified, Contractor to supply all nuts, washers, bolts for the works Support of Overhead Distribution which includes installation of stays, poles, x-arms, etc.

Installing stay rod assembly shall include:

Risk of collapse and keeping excavations free of water shall be included in the rate.

Digging of holes of the installation of stays rod to D-DT-0350.

A rectangular stepped hole shall be dug so that the length of the hole is in line to the projected line the stay wire. The hole shall be large enough for the stay plate to fit in. Once the hole is dug, the front face of the lower step shall be undercut to accommodate the stay plate.

An 80 mm wide slot shall be cut in the steps at 45° to allow for the stay rod. This is essential as without this the stay rod will cut into the ground when tensioning or with a good rain and cause the pole to lean or possibly break.

All excavations shall be kept covered or barricaded in a manner accepted by KSD Municipality to prevent injury to people or livestock when no casting is done.

The Contractor shall notify the Clerk of Works upon completion of the excavation for the stay rod. No concrete shall be placed until the Clerk of Works has inspected the excavations and acknowledge his approval.

The stay plate shall be placed up against undisturbed soil on the pole side of the hole.

After a stay has been planted to the required depth, the soil that is to be filled into the hole shall be at optimum moisture content; if the soil is held in the hand and squeezed, it shall stay compacted after opening the hand.

The hole shall be filled with 250 mm of soil at a time. Each layer of soil shall be compacted with a mechanical or hand compactor until no further settlement occurs. Once it is compacted a further 250 mm layer shall be added and compacted. This shall be done to each layer of soil until the stay hole is filled up to ground level with compacted soil.

If the soil removed is a very loose soil and does not stay squeezed together when slightly moist, then cement shall be added to the slightly moistened soil.

To every five wheelbarrows of excavated soil, add one pocket of cement: this makes a 1/10 mix. The cement shall be properly mixed with the soil then added to the hole in 250mm layers and compacted. The cement mix shall be allowed to set for two days before tension is put on the stay.

If the soil removed from the hole is clay, an import soil shall be used to backfill the hole as specified above. This import soil shall be a river concrete sand. To every five wheelbarrows of import soil add one pocket of cement. The cement shall be properly mixed with the soil then added to the hole in 250 mm layers and compacted. The cement mix shall be allowed to set for two days before tension is put on the stay.

If the hole is waterlogged, the water shall be removed before the soil is replaced, an import soil that is cement stabilized as specified above shall be used to backfill the hole.

For construction purposes the correct hole type shall be installed for the type of soil conditions and stay rod assembly to be installed.

Excavation nominations shall be done by the Contractor before construction

The nominations shall be done in the vicinity of each supporting structure position where the stay rod is to be installed.

The nominated excavations shall be re-evaluated on site by the Contractor, in conjunction with the Clerk of Works, after the excavation of the stay rod hole has been done.

3.10 Installing of stays shall include:

Wind stays shall follow the requirements of D-DT-0341, D-DT-3124.

The stay wires shall be handled with care to prevent damage to the individual strands.

Ensure that the stay rod is firm to the ground before re-attaching it to the stay.

The stay shall be tensioned in accordance with the applicable design drawing as above using an approved load locker until no further upward movement occurs. The post installation load, as shown in table 1 column 2 below, shall be applied to the stay and held for two minutes. No upward movement of the stay shall be allowed during the two-minute pre-tensioning.

If the stay is unable to sustain the required post installation load, then an alternative stay size shall be installed, and the process repeated.

After the stay is pre tensioned the stay rod shall be marked with red spray paint just above the ground line. This is to indicate that the Contractor installing the stays has installed the stay in accordance with this document and load locked the stay in accordance with table 1 below:

Table 1: Percussion stay technical data

| 1 Stay | 2 Post installation load | 3 Ultimate load | 4 Pre tensioning required | 5 Stay rod/ tendon length | 6 D DT Dwg. No. |
|-----------|--------------------------------|-----------------------|---------------------------------|---------------------------------|-----------------------|
| 34 kN | 25 kN | 34 kN | All stays | 1,5 m | DDT 3011 |
| 95 kN | 60 kN | 95 kN | All stays | 2,0 m | DDT 3012 |

3.11 Overhead Support - Civil Works Pole and Stay foundations

Planting depth of poles shall be as in D-DT-0332. The foundation arrangements shall be as in D-DT-0330. Note: Construction teams should take steps to improve the foundation of the individual soil as and when such conditions are met on site. This may involve the use of kicking blocks or soil cement. For foundation deeper than 1.5m shoring should be used. The Employer Clerk of Works or the Employer representative shall approve all pole foundations and/or hole before the contractor backfills. NB: If the Contractor is planning to use a batching plant not located in the construction camp, the cost due to transporting the concrete from the batching plant to the construction camp shall be at the expense of the contractor.

The Contractor will price the BOQ for 100% pole hole drilling.

Excavations shall include digging and drilling holes of between 0.8m – 2m for normal applications and >2m for special applications as in D-DT-0332.

All excavations shall be kept covered or barricaded, if not attended to, in a manner accepted by Employer to prevent injury to people or livestock.

The Contractor shall notify the Clerk of Works upon completion of the excavation for the pole foundation. No shuttering, reinforcing steel or concrete shall be placed until the Clerk of Works has inspected the excavations and acknowledge his approval.

Removal of excavated Black Turf or any other soil unsuitable for backfilling and transporting it to borrow pits.

The excavated material shall be disposed of in borrow pits or a suitable place, indicated by the Employer site representative or the Employer environmental representative.

The Contractor shall make his own arrangements for the provision to dispose of the excavated material on such a disposal place.

Free haul shall be the distance within a radius of 1.5km from the pole position.

Limited haul shall be the first 1km beyond the end of the free haul distance by the shortest practicable route.

Long haul shall be the remainder of the distance beyond the limited haul by the shortest practicable route.

Compacting the excavated pole hole where for normal application backfill material will be used. For special applications where the pole planting depth exceeds 2m, backfilling shall include the use of soil cement to reinforce the pole foundation.

3.12 Importing soil shall include:

The Contractor shall be responsible for supplying imported soil. If not otherwise specified, the imported soil shall be in accordance to SANS 1200.

The imported soil shall not contain notable quantities of organic matter or stones of average dimension exceeding 150mm.

Transporting imported soil from borrow pits to pole position.

In areas where the excavated soil is Black Turf, imported soil shall be used for the soil/cement mixture.

The Contractor shall make his own arrangements for the provision of a suitable borrow-pit for importing soil.

Free haul shall be the distance within a radius of 1.5km from the pole position.

Limited haul shall be the first 1km beyond the end of the free haul distance by the shortest practical route.

Long haul shall be the remainder of the distance beyond the limited haul by the shortest practical route.

MV overhead distribution system, which includes stringing, jointing, damage repair and making off conductors.

All work shall be done according to Eskom's Specifications.

All labour cost shall be included in quoted rate.

All joints and connections shall be the compression type and shall comply with the requirements of SCSSCAAG5.

Copies of calibration certificates, test reports, etc. for all the instruments and equipment used in the stringing and regulation process shall be submitted to Employer for review.

Unless otherwise specified, Contractor to supply all nuts, washers, bolts needed for the works as per Bill of Materials, Part E.

3.13 Stringing conductors shall include:

Conductors shall not be left in contact with the ground, vegetable matter or any conducting or semi-conducting material.

Wood lagging shall be used to protect the conductor when working at ground level.

Where temporary stays are required, the Contractor shall be responsible for making the suitable arrangements.

Only persons who have passed Employer approved compression jointing training and have proof of this are permitted to perform this work on the Employers network.

Each coded jointer shall further be issued with his own unique identification number or sign, which he shall use to punch completed joints as a register of his acceptance.

The number of joints over the total length of the line shall be kept to a minimum.

Joints shall not be installed in spans crossing railways, proclaimed roads, power or communication lines.

In no case there shall be more than one joint in each span.

Joints shall not be installed in spans that are dead ended at both ends.

No joint shall pass through a stringing pulley.

Joints shall, as far as possible, be made in the middle third of a span. No joint shall be placed within 20m of a structure.

Damage to conductors caused by the Contractor shall be repaired in a manner determined by the Clerk of Works, at the expense of the Contractor.

Where there is repeated damage in the same span, or in consecutive spans, the entire conductor in such spans shall be replaced.

Constructability

The site where the line will be constructed is accessible and easy to traverse. However, care must be taken not to disturb the natural environment when excavations are done. All relevant safety regulations, procedures and standards will apply.

Outage planning is critical and will be done in conjunction with the KSD for lines traversing the newline route.

Prior to stringing, the contractor is to submit a schedule with dates and times of outages required for line and road crossings. Outage times shall be strictly adhered to.

All structures are to be assembled and dressed in the relevant insulator and earth wire assemblies prior to erection.

The contractor is to take special safety precautions when erecting structures in the vicinity of all existing lines and services.

The contractor is to ensure that the new conductors are adequately earthed. No conductor longer than 1000m shall be installed unless an earth has been applied. Stringing tensions and temperature are to be submitted to the Project Engineer.

E. LIST OF ANNEXURES

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

PRICING SCHEDULE
(Professional Services)

| | |
|-----------------------|--------------------|
| Name of Bidder: | Bid Number: |
| Closing Time: | Closing Date |

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

| ITEM NO | DESCRIPTION | BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX | |
|---------|--|--|------------|
| 1. | The accompanying information must be used for the formulation of proposals. | | |
| 2. | Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. | R | |
| 3. | PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF) | | |
| 4. | PERSON AND POSITION | HOURLY RATE | DAILY RATE |
| | ----- | R----- | ----- |
| | ----- | R----- | ----- |
| | ----- | R----- | ----- |
| | ----- | R----- | ----- |
| | ----- | R----- | ----- |
| 5. | PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT | | |
| | ----- | R----- | ----- days |
| | ----- | R----- | ----- days |
| | ----- | R----- | ----- days |
| | ----- | R----- | ----- days |

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

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |
| | | | R..... |
| TOTAL: | | | |
| R..... | | | |

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

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |
| | | | R..... |
| TOTAL: R..... | | | |

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

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

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

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

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 service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:.....

3.2 Identity Number:.....

3.3 Company Registration Number:

3.4 Tax Reference Number:.....

3.5 VAT Registration Number:.....

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

* 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 of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

YES / NO

3.8.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.9.1 If so, furnish particulars

.....
.....

3.9 Are any of the company's directors, managers, principal Shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract?

***YES / NO**

3.1 If yes, furnish particulars

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be

***YES / NO**

transferred out of the Republic?

4.1 If yes, furnish particulars

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of R 30 000.00 up to R 50 000 000.00 (all applicable
 -
 - taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated NOT to exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

| | POINTS |
|---|------------|
| 1.3.1.1 PRICE | 80 |
| 1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION | 20. |
| Total points for Price and B-BBEE must not exceed | <u>100</u> |
| 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors | |

(IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance Fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|---|--|--|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

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

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated
Registered Account Number
Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

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

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

WITNESSES:

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:

.....

.....

.....

.....

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(**Tick applicable box**)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

5.1. If yes, provide the following particulars:

- (a) Full name of auditor.....
- (b) Practice number:.....
- (c) Telephone and cell number:.....
- (d) Email address:.....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing

any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **King Sabata Dalindyebo Municipality** in accordance with the requirements and specifications stipulated in bid Number **006/2022/23** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE :

MBD 7.2

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Yes | No |
|-------|---|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <u>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</u> <u>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</u> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? he 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| Item | Question | Yes | No |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

6. 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.
7. 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.
8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE A.1
PAST EXPERIENCE WITH OTHER INSTITUTIONS

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

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

.....
SIGNATURE OF BIDDER

ANNEXURE A.2
PAST EXPERIENCE WITH KING SABATA DALINDYEBO MUNICIPALITY

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

| PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR KING SABATA DALINDYEBO MUNICIPALITY | | | |
|---|----------------|---------------------|--------------------------------------|
| PROJECT NAME | AWARDED AMOUNT | CONTRACT START DATE | ANTICIPATED / ACTUAL COMPLETION DATE |
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.....
DATE

.....
SIGNATURE OF BIDDER

**ANNEXURE B
COMPANY DETAILS**

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met. Also attach the copy of the company registration certificate in order to qualify for bidding.

Registered Company Name:

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

ANNEXURE C
JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) A joint venture that is awarded a contract with KING SABATA DALINDYEBO MUNICIPALITY must be registered as a separate company with the Registrar of Businesses.
- viii) The joint venture must be registered with South African Revenue Services.
- ix) A separate bank account must be in place for the joint venture.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
.....

c) Physical address
.....
.....

d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....
.....
.....

5. **OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s)%
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)%
- c) Affirmable Joint Venture Partner percentages in respect of : *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....
.....
.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....
.....
.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

| NO | NON-AFFIRMABLE JOINT VENTURE PARTNERS | PARTNER NAME |
|----|---------------------------------------|--------------|
| a) | | |
| b) | | |
| c) | | |
| d) | | |
| e) | | |

| NO | AFFIRMABLE JOINT VENTURE PARTNERS | PARTNER NAME |
|----|-----------------------------------|--------------|
| a) | | |
| b) | | |
| c) | | |
| d) | | |
| e) | | |

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

(c) Signing, co-signing and/or collateralising of loans

.....

(d) Acquisition of lines of credit

.....

-
- (e) Acquisition of performance bonds
-
-

-
- (f) Negotiating and signing labour agreements
-
-
-

8. **MANAGEMENT OF CONTRACT PERFORMANCE**
(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations
-

- (b) Major purchasing
-

- (c) Estimating
-

- (d) Technical management
-

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

- (a) Identify the “managing partner”, if any,
-
-
-
-

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?
-

.....

.....

.....

- (c) Describe the management structure for the Joint Venture's work under the contract

| MANAGEMENT FUNCTION / DESIGNATION | NAME | PARTNER* |
|--------------------------------------|------|----------|
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(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. **PERSONNEL**

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

| TRADE/FUNCTION/ DISCIPLINE | NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS | NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS |
|-------------------------------|---|--|
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(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

(Continue as necessary)

**ANNEXURE D
COMPANY COMPOSITION**

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

| NAME | IDENTITY NUMBER | CITIZENSHIP | HISTORICALLY DISADVANTAGE D INDIVIDUALS STATUS (Y/N) | DISABILIT Y | FEMAL E | DATE OF OWNERSHI P | % OWNED | VOTING % |
|------|--------------------|-------------|---|----------------|------------|--------------------------|---------|----------|
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ANNEXURE E
DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY KING SABATA DALINDYEBO MUNICIPALITY)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the KING SABATA DALINDYEBO MUNICIPALITY including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of **KING SABATA DALINDYEBO MUNICIPALITY**, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where—

- the legal person on who's behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the bid.

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

Do you, or any person have any relationship (family, friend, other) with a person employed with the KING SABATA DALINDYEBO MUNICIPALITY or its King Sabata Dalindyebo Municipality administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

Yes/No

If so, state particulars

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

SIGNATURE OF DECLARER

DATE

POSITION OF DECLARER

NAME OF COMPANY OR BIDDER

ANNEXURE F
DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the King Sabata Dalindyebo Municipality.

.....
SIGNATURE OF DECLARER

.....
DATE

.....
POSITION OF DECLARER

.....
**NAME OF COMPANY OF
BIDDER**

Should the bidder have, in the opinion of the KING SABATA DALINDYEBO MUNICIPALITY, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the KING SABATA DALINDYEBO MUNICIPALITY may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the KING SABATA DALINDYEBO MUNICIPALITY may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the KING SABATA DALINDYEBO MUNICIPALITY and such bidder.

ANNEXURE G
BID CHECK LIST

All King Sabata Dalindyebo Municipality bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

1. All pages of the bid document have been read by the bidder.
2. All pages requiring information have been completed in black ink.
3. The Schedule of Quantities have been checked for arithmetic correctness.
4. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
5. The total from the summary page has been carried forward to the Bid Form.
6. Surety details have been included in the bid.
7. All sections requiring information have been completed.
8. The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
9. The bid document is submitted before 12h00 on the due date at the designated bid box of King Sabata Dalindyebo Municipality.



BLOW THE

WHISTLE



**HELP KSDM TO FIGHT ANY
ILLEGAL AND UNETHICAL
PRACTICE**

YOU CAN RAISE YOUR CONCERN INTERNALLY THROUGH:

| | | |
|---------------------------------------|--------------|------------------------------|
| INTERNAL AUDIT | 047 501 4204 | |
| MUNICIPAL MANAGER | 047 501 4238 | PakadeN@ksd.gov.za |
| CHAIRPERSON OF THE AUDIT COMMITTEE | 082 262 0331 | b_mbewu@yahoo.com |
| EXECUTIVE MAYOR | 083 344 7492 | |
| SPEAKER OF COUNCIL | 047 501 4409 | Master-Nnelani@yahoo.com |
| SINGLE WHIP OF COUNCIL | 047 501 4405 | fingo.siyosokutu66@gmail.com |
| | 047 501 4306 | bonganimlanjeni@gmail.com |

OR

KSD LM ANTI-FRAUD AND CORRUPTION HOTLINE: 080 036 0634

EXTERNALLY THROUGH:

NATIONAL ANTI-CORRUPTION FORUM
TEL NO. 0800 701 701

OFFICE OF AUDITOR GENERAL OF SOUTH AFRICA
TEL NO.: 012 426 8257 OR FAX 012 426 8257

CORRUPTION WATCH
TEL NO 011 447 1472 OR SEND SMS TO
45142 (R1.00 PER MESSAGE)

PUBLIC PROTECTOR
TEL NO. 0800 11 2040
PRESIDENTIAL HOTLINE
DAIL: 17737 (FREE ON ALL NETWORKS)

THE MATTER WILL BE TREATED PRIVATE AND CONFIDENTIAL

FOR MORE INFORMATION PLEASE VIEW OUR WHISTLE BLOWING POLICY @ www.ksd.gov.za