



## INVITATION TO QUOTE

<b>RFQ NUMBER:</b>	2023/07/28
<b>DESCRIPTION OF GOODS/SERVICE/WORK REQUIRED:</b>	Electrical Installation at Sodwana Bay Resort
<b>CIDB-GRADING</b>	2EP OR HIGHER
<b>COMPULSORY BRIEFING SESSION DATE &amp; ADDRESS:</b>	Date: 01 August 2023 Time : 11:30am Venue : Sodwana Bay Resort
<b>CLOSING DATE AND TIME:</b>	04 August 2023 11:00am
<b>BID VALIDITY PERIOD:</b>	60 calendar days (commencing from the Closing Date)
<b>QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO:</b>	<a href="mailto:procurement@kznwildlife.com">procurement@kznwildlife.com</a>
<b>FOR ATTENTION:</b>	Mr Sbonelo Ngubelanga

<b>NAME OF BIDDER:</b>	
<b>QUOTE PRICE</b>	
<b>BIDDERS SIGNATURE:</b>	

## **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, EZEMVELO KZN WILDLIFE SUPPLY CHAIN MANAGEMENT POLICY AND ALL OTHER PRESCRIPTS THAT REGULATE PUBLIC PROCUREMENT IN THE REPUBLIC OF SOUTH AFRICA.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the quotation forms be retyped or redrafted.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be accurately completed. Bidders must ensure that all questions are answered. If questioned are “not applicable”, bidders must ensure that “N/A” is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Bidders will only be considered if the quotation document is accurately completed and accompanied by all relevant certificates and other necessary applicable information. Failure to comply with the same will invalidate your quote.
5. Any alteration made by the bidder must be initialed.
6. Bidder must initial each and every page of the quotation document.
7. For compulsory briefing sessions - Bidders must ensure that during a briefing session, the attendance register is signed. Failure to sign the attendance will result in the bid being disqualified.
8. “Proof of B-BBEE status level of contributor” means-
  - (a) the B-BBEE status level certificate issued by an authorised body or person;
  - (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

## REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Ezemvelo KZN Wildlife may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)  
 ....., WHO

REPRESENTS (state name of bidder)  
 .....CSD Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE</b>					
RFQ NUMBER:	2023/07/28	CLOSING DATE:	04 August 2023	CLOSING TIME:	11:00am
DESCRIPTION	Electrical Installation at Sodwana Bay Resort				
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED TO THE FOLLOWING ADDRESS:</b>					
QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO: <a href="mailto:procurement@kznwildlife.com">procurement@kznwildlife.com</a>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Sbonelo Ngubelanga		CONTACT PERSON	Ms Bongiwe Mazibuko	
TELEPHONE NUMBER	033 845 1187		TELEPHONE NUMBER	033 845 1912	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Sbonelo.ngubelanga@kznwildlife.com">Sbonelo.ngubelanga@kznwildlife.com</a>		E-MAIL ADDRESS	<a href="mailto:Bongiwe.mazibuko@kznwildlife.com">Bongiwe.mazibuko@kznwildlife.com</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
<b>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.3 BELOW.</b>					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....  Closing Time 11:00	RFQ number.....  Closing date.....
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**OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF**

- Required by: .....
- At: .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis .....

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

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

\*Delete if not applicable

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars:

.....  
 .....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bid der

<sup>2</sup> 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.

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	

Where

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$	

Where

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**80/20 preference point system is applicable, corresponding points must also be indicated as such.**  
**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black owned enterprise	8	
51% owned by Black people who are women	4	
51% owned by Black people who are youth	4	
Geographical Location (Enterprises located in Zululand or Umkhanyakude Districts)	4	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....

## AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO- OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....  
 hereby authorise Mr/Mrs/Ms .....  
 acting in the capacity of .....  
 whose signature is .....  
 to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

*(if the space provided is not enough please list all the director in the resolution letter)*

**Note:**

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Co-operative:	Resolution letter from the directors
Close Corporation:	Resolution letter from the directors
Company:	Resolution letter from the director/s
Sole Proprietor:	Resolution letter from the director
Partnership:	Resolution letter from the director
Joint Venture / Consortium:	Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

**Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.**

**Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.**

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

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

- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

- 51. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any Report any Unethical Activity Without Fear of Victimization – Whistle Blow 0800 221 126 anytime

provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

52. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
53. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
54. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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

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

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

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

## **9. Packing**

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

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

## **10 Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

1.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

#### **16. Payment**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

#### **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

- 20.1 The supplier 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 supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

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

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

## **24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if

any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

## **28. Limitation of liability**

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

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

## **29. Governing language**

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

### **30. Applicable law**

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

### **31. Notices**

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

### **32. Taxes and duties**

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

### **33. National Industrial Participation (NIP) Programme**

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

### **34. Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. INTRODUCTION**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

### **2. VALIDITY PERIOD**

The offers must remain valid for a period of 60 calendar days from the closing date of the submission of bids.

### **3. NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.

### **4. TAX MATTERS**

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

The Tax Compliance status requirements are also applicable to foreign bidders/individual who wish to submit bids.

Bidder must be registered on the Central Supplier Database (CSD) and provide its CSD number.

When a Consortium, Joint Venture, Sub-contractors is involved, each party must be registered on the CSD and their tax compliance status will be verified through the Central Supplier Database.

The bid will be awarded to the bidder who is tax compliant.

### **5. DECLARATION OF INTEREST (SBD 4)**

A bidder or his/her authorized representative is required to declare if the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest has any interest(s) in any other related enterprise whether or not they are bidding for this contract. The Bidder's Disclosure (SBD 4) must be completed fully and if disclosure is found not to be true and complete in every respect the bidder will be disqualified.

### **6. SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIM (SBD 6.1)**

The tenderer must indicate how they claim points for specific goals and substantiate by submitting proof/ documentation stated in the conditions of this tender. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender for specific goals will be interpreted to mean that preference points are not being claimed. The failure by the tenderer to indicate the points claimed will also result in points not being allocated.

## 7. EVALUATION CRITERIA

The evaluation process will be conducted in phase as follows:

PHASE 1	PHASE 2
<b>Mandatory requirement and Completeness Screening</b>	<b>Price and Preference Points System</b>
Compliance and completeness of proposal per the set of bid conditions.	The bid will be evaluated in terms of Preferential Procurement Regulations, 2022.

### 7.1. Phase 1: Compliance and completeness screening

- The bidder must be fully registered on the National Treasury Central Supplier Database (CSD) at the closing time of the bid.
- Bid documents must be properly received on the bid closing date and time specified on the invitation.
- Bidder must ensure compliance with their tax obligations. No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS.
- The bid document must be fully completed, dated, signed and initial every page of the bid.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The bidder or any of its directors/shareholders are not restricted from doing business with government in terms of SCM Practice Note 05 of 2006.
- The bidder has made the necessary disclosures on SBD4.

### 7.2. Phase 2: Preference Point System

- The applicable preference point system for this tender is the 80/20 preference point system.
- Points shall be awarded for price is (80) and (20) for specific goals.
- The specific goals for the tender and points claimed are indicated per the table below:

Specific Goals for Ezemvelo KZN Wildlife			
51% Black owned enterprise	51% Women owned enterprise	51% owned by Black youth	Bidder Geographic location

- Points claimed must be substantiated by the following valid documents:
  - ✓ Proof of B-BBEE status level of contributor.
  - ✓ In the case of B-BBEE certificates, the bidder must also submit the full verification report which shows the percentage of Black women and Black Youth ownership.
  - ✓ Confirmation of bidder location in the form of a utility bill or letter from the ward Councillor.

## SECTION 1: GENERAL SPECIFICATION

### GENERAL

All electrical equipment and materials supplied shall be new, the best of quality and designed to ensure satisfactory operation under varying atmosphere, climatic, humid tropical conditions without distortion and deterioration in any part affecting efficiency and reliability of the systems.

All equipment shall also be designed to provide the necessary safety to human life and property during operation and maintenance and particular attention shall be given to electrical safety precautions. The Contractor shall precheck the finishing paint work and touch up all damaged parts after the installation of equipment.

The Contractor shall provide manufacturer's literature including manufacturer's data on maintenance and operation of all equipment installed. Relevant catalogues of all materials, instruments, equipment, components, etc. supplied shall be included in this Tender. All electrical equipment and materials shall be permanently and legibly marked to indicate clearly the name of the manufacturer or the registered trade name or registered trademark.

All equipment and materials shall be new and unused. All materials must be of the type and quality to ensure that the work complies with the requirements of the ISO 9001 Specifications and must be suitable for the site conditions. Site conditions must include all aspects regarding environmental conditions, installation location, storage and aspects regarding normal use, wear and tear. All systems and subsystems shall have internal protection against over-voltage, over-current and lighting surges on all communication, audio and power lines. The contractor shall take cognisance of the information regarding quality of electrical supply and lighting probability applicable to this installation.

### CONTRACTOR'S RESPONSIBILITY

This document sets the general technical requirements for the Supply, Installation, Commissioning and Maintenance during the Defects Liability Period for the project, to be established by the Contractor after approval by the Engineer.

The definitions and guidelines, quality management and minimum codes and standards, but not limited to, forms part of this document.

It is the responsibility of the Contractor to deliver a complete and fully functional installation with the required commissioning, to the Employer and to the approval of the Engineer.

All materials supplied must carry a minimum of 12 months guarantee and be new. The installation must comply with this Specifications. Workmanship must be of the best quality and be carried out in accordance with the Occupational Health and Safety (Act 85 of 1993).

The Specification, Drawings and Bill of Quantities show the general scope of the work and not all technical details are necessarily shown. The responsibility lies with the Contractor to provide for all equipment and materials in order to furnish a complete functional installation according to the outcomes of this specification.

Over and above the compulsory site inspection or clarification meeting, prospective Tenderers must visit the site and must make sure of the circumstances of the site and installation methods that will be required such as scaffolding, wiring, rigging etc. No claims due to lack of knowledge in this regard will be entertained after appointment of the successful Tenderer.

### STATUTORY REQUIREMENTS SPECIFICATIONS AND STANDARDS

The construction activities and final Works shall comply with the statutory requirements as amended to date and relevant guidelines and regulations, inter alia:

The Occupational Health and Safety (Act 85 of 1993).

Environmental Conservation Act (Act 50 of 2003).

Municipal bylaws and regulations.

Standards and Specifications of the Supply Authority.

Applicable relevant standards and codes of practice, whether BS, IEC, NRS or SANS.

## **CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS**

Should there be conflict between the Specifications and the Drawings then Parts shall be considered in the following order of priority:

Scope of Work (Project Specification)

Bill of Quantities

Drawings

Standard Technical Specifications

Should the Contractor note an inconsistency between various Parts and Sections of the Document, the Contractor shall be responsible to notify the Employer and obtaining clarification or instructions prior to ordering or installing equipment.

## **ITEMS REQUIRING SPECIAL ATTENTION**

As the work progresses, the Contractor shall keep an accurate record of any variation or deviation from the original design and drawings submitted by the Contractor and approved by the Engineer. Marked up interim as built drawings shall be submitted in this regard with each payment claim. No payment will be certified by the project engineer if an interim as built drawing is not received.

Within 14 (fourteen) days after the Practical Completion of the project by the Contractor, a Certificate of Completion, test certificates and a set of co-ordinated "As Built" drawings must be handed over to the Employer.

It is important to note that the Works completion and start of the Defects Liability stage is not reached until such completion documentation is in the possession of the Employer.

Final Contract payment at Works Completion stage will not be certified unless the required completion documentation has been submitted to the Engineer/Employer.

All test certificates of the various manufacturers/suppliers as well as site test certificates must be provided to the Engineer before equipment and or material will be accepted.

## **TRAINING**

The Contractor shall be responsible for the operation and maintenance training of Employer staff as indicated in the Bill of Quantities.

Allowance is also made for Enterprise Development under a PC Sum allowed for this purpose. The details shall be provided to the successful Contractor.

## **OCCUPATIONAL HEALTH AND SAFETY ACT (Act 85 of 1993)**

The Contractor shall meet the health and safety requirements as stipulated in health and safety plan specification,

The Contractor shall be obliged to sign an Occupational Health and Safety Mandatory agreement as per the contract.

It is confirmed that the Contractor will not act as agent for the Employer as contemplated in Section 4.5 of the Construction Regulations, promulgated in terms of the Occupational Health and Safety Act 85 of 1993. A suitably qualified competent person shall be appointed by the Employer to undertake the responsibilities of the Employer as laid down in these Regulations.

## **SAFETY PROCEDURE: NETWORK SWITCHING**

Any switching of existing power supplies shall be arranged beforehand with the Responsible Person.

The Contractor shall not perform work on any portion of a network until such portions have been isolated, earthed and tested with the appropriate labelling.

The Contractor shall request a written "Work Permit" from the Responsible Person, which shall be completed in duplicate. The original "Work Permit" shall be retained by the Contractor until completion of his work. Upon completion of the work, the Contractor shall sign a statement to this effect. He shall hand this statement, as well as the used "Work Permit" to the Responsible Person, to enable the latter to re-energise the relevant portion/portions of the network.

## **SCHEDULES TO BE COMPLETED**

All schedules included in this tender document including the Returnable Technical Schedules must be completed. Failure to complete the schedules shall disqualify the tenderer as it is imperative to know what equipment is part of the tenderer's proposal.

## **LOCAL MANUFACTURING**

11kV Ring Main Unit (Switchgear Panel) shall be manufactured in South Africa and all relevant tests (FAT etc) to be carried out before despatch to Project site.

All relevant IEC standards shall be fully adhered to.

## SECTION 2: DETAILED TECHNICAL REQUIREMENTS

### SCOPE OF WORK

The existing Medium Voltage switchgear has become obsolete and therefore needs to be upgraded to the latest technology. The current configuration is such that MV RMU(MV switchgear) in the switch room comprises four panels, 1 main incomer panel and three transformer feeders.

The existing ring main unit (four panel MV switchgear) to be replaced with a four-panel gas insulated switchgear. The existing MV switchgear has been removed from site.

The technical details of the new Gas insulated RMU can be found on the drawing layout of newly proposed equipment and can be read in conjunction with technical specification.

The three feeder circuit breakers will be connected to existing transformer/mini sub-stations around the site. There is currently a 500kVA outdoor transformer located behind the existing MV switch room. There are two 200kVA mini substations on this site, one located at the beach area and the second mini substation is located near the cottages.

The replacement of the MV switchgear will be a like for like installation.

### GENERAL CONSIDERATIONS FOR METHOD STATEMENT

Factory acceptance tests;

Construction Site requirements: list of machines / tools / equipment required at the Site.

Cleaning of the building Site related to their Scope of Works and services only (including periodic cleaning during the Construction period and final cleaning);

Provide working contracts and list of workers present on site on daily basis;

### SITE DATA

Note that the following site data is for tender purposes only. It is the responsibility of the Contractor to verify the data for design purposes.

It is the Contractor's responsibility to acquaint himself with the site conditions as well as the nature and strata of material on site. No additional claims will be entertained over and above the tender rates as submitted by the Contractor due to the lack of knowledge by the Contractor about the site conditions.

All the material and equipment being supplied in terms of this Contract shall be suitable for continuous operation at the total specified output or capacity under the following conditions:

Project location and characteristics	Unit	Value
Latitude (Site)	°	27°53'98"S
Longitude (Site)	°	32°67'83"E

Applicable site conditions	Unit	Value
Maximum absolute temperature	°C	25,1
Minimum absolute temperature	°C	17,9
Monthly average temp. of the hottest month	°C	27,1
Corrosion conditions	-	High
Pollution conditions	-	Moderate
Relative Humidity	%	77% max, 49% min
Atmosphere	-	Dry in summer Semi Damp in winter
Monthly average rain	mm	145
Prevailing wind direction	-	North /North West
1:50 Year quantiles of annual maximum gusts	m/s	10,4
1:50 Year quantiles of annual maximum hourly mean wind speeds	m/s	20,12
Air dust maximum (not existent, low, medium, high, extremely high)	-	Medium dusty
Soil average thermal resistivity		N/A
Ground Flash Density Lightning Strikes	/km <sup>2</sup> /year	4.4

Electrical network status	Value
Maximum short circuit current at the Substation	11 kV - 20 kA
System nominal voltage	11 / 0.400 / 0.230 kV
System highest voltage	12 / 0.45 / 0.26 kV
Contractual voltage	11 kV
Frequency + possible variation	50 Hz ± 1%
Neutral grounding system	Solid

## MEDIUM VOLTAGE SWITCHGEAR

### 11kV Medium Voltage Ring Main Unit Switchgear

RMU shall be complete with all components necessary for its effective and trouble-free operation along with associated equipment etc. such components should be deemed to be within the scope of supplier's supply. The design of the switchgear shall be exclusive and specific responsibility of supplier and should be compliant with the current good engineering practice, the relevant international codes and recommendations, the project specific requirements. The RMU should be fixed type SF-6, insulated circuit breakers, with O/C & E/F relay for the protection of the transformer. It should be maintenance free equipment, having stainless steel robotically welded enclosure.

The newly proposed RMU shall be 4-way- 11kV Gas (SF6) Insulated with 3 Nos 630A Load break switches and 1Nos. SF6 Insulated CB of suitable rating. A Ring Main Unit (RMU) shall be totally sealed, gas-insulated compact switchgear unit. The primary switching devices can be either switch disconnectors or circuit breakers. The configuration of these primary switching devices shall as per drawing layout. The internal of the RMU shall be fully tested for internal arc withstand. This Ring Main Unit shall be extensible for secondary distribution applications of 11kV. This Ring Main Unit shall be a compact unit with a combination of all Medium Voltage functional units to enable connection, supply and protection of transformers on either open or closed ring or radial network.

## **EXTENSIBILITY**

Each combination of RMU shall have the provision for extension by load breakers in future, with suitable accessories and necessary Busbar. The equipment shall be well designed to provide any kind of extension / trunking chamber for connecting and housing extensible Busbars. Extensible isolators and circuit breakers shall be individually housed in separate SF6 gas enclosures. Multiple devices inside single gas tank / enclosure will not be acceptable. In case of extensible circuit breakers, the Breaker should be capable of necessary short circuit operations as per IEC at 20 KA, and the Breaker should have a rated current carrying capacity of 200 A to 630 A depending on the feeder load.

## **LOAD BREAK SWITCH (Switch Disconnector)**

It shall have the following:

- Manually operated 12 KV, 630A Load Break switch and Earthing Switch with making capacity
- “Live Cable” LED Indicators through Capacitor Voltage Dividers mounted on the bushings.
- Mechanical ON/OFF/EARTH Indication
- Anti-reflex operating handle
- Cable Testing facility without disconnecting the cable terminations, cable joints and terminal protectors on the bushings. Cable terminations
- Cable boxes suitable for 1 X 3C x 300 sq mm XLPE Cable with right angle Cable Termination Protectors.

## **CIRCUIT BREAKER**

It shall have the following:

- Manually operated 200A/ 630A SF6 / Vacuum circuit breaker and Ear thing Switch with making capacity
- Mechanical tripped on fault indicator
- Auxiliary contacts 1NO and 1NC
- Anti-reflex operating handle
- “Live Cable” LED Indicators through Capacitor Voltage Dividers mounted on the bushings.
- O/C + E/F self-powered relay
- Shunt Trip circuit for external trip signal
- Mechanical ON/OFF/EARTH Indication
- Cable boxes suitable for 1 X 3C x 300mm<sup>2</sup> XLPE Cable with right angle Cable Termination / protectors / boots
- Circuit breaker with a protection relay for transformers for 500 kVA.

## **PRIVATE METERING**

The Switchgear shall have provision for private metering of the incoming feeder supply.

## **CABLE RETICULATION MANAGEMENT**

The electrical contractor shall supply and install all cable trays and/or ladders as required by the cable routes including the necessary supports, clamps, fixing materials, bends, angles, junctions, reducers, T-pieces etc.

All metal trays, trunking and other wireways shall be earthed and be bonded at all joints according to SANS 10142-1-2.

## **METAL CABLE TRAYS**

Metal cable trays shall be manufactured from perforated rolled steel which shall be hot dipped galvanised to SABS 763.

## **ACCESSORIES**

Horizontal and vertical bends, T-junctions and cross connections shall be supplied by the Electrical Contractor. The dimensions of these connections shall correspond to the dimensions of the linear sections to which they are connected. The radius of all bends shall be 1 m minimum. The inside dimensions of horizontal angles or connections shall be large enough to ensure that the allowable bending radius of the cables is not exceeded. Sharp angles shall be 450 mitred.

All the accessories shall be hot-dipped galvanised to SABS 763. Only accessories by the manufacturer shall be accepted.

## **SUPPORTS**

Cable tray supports shall consist of two steel hanger rods of at least 8 mm in diameter, on both sides of the tray with a substantial steel cross-member on the underside of the tray and bolted to the rods. Alternatively, cable trays may be cantilevered from walls on suitable brackets.

The supports must be strong enough and fixed at distance which will prevent the cable tray from sagging more than 6 mm over a 2metre distance.

## **FIXING TO THE STRUCTURE**

Where installed on concrete or brick, the supports for cable trays and ladders shall be securely fixed by means of at least 2 heavy duty, expansion type anchor bolts. Cantilevered trays shall be supported by a minimum of two 6 mm diameter expansion bolts per support.

It is the responsibility of the Electrical Contractor to ensure that adequate fixing is provided since cable trays and ladders that work loose shall be rectified at his expense. The fixing shall consider site conditions that prevail during installation.

Where installed on vertical steelwork, cable trays and ladders shall be fixed by means of 6 mm diameter bolts and nuts.

On horizontal steelwork, use may alternatively be made of "HILTI" type fasteners.

Horizontal trays and ladders shall in general be installed 450 mm below slabs, ceilings, etc. to facilitate access during installation of cables.

Multiple runs shall be spaced at least 300 - mm apart unless a different spacing is specified in the Project Specification.

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Metal trays and ladders shall be bonded to the earth bar of the switchboard to which the cables are connected.

Additional bare copper stranded conductors or copper tape shall be bolted to the tray or ladder where the electrical continuity cannot be guaranteed. These additional conductors or tapes shall always be installed in outdoor applications and in coastal regions.

## **ELECTRICAL CABLING AND WIRING**

Voltage – 11 kV

Conductor type – Stranded and compacted to class 2 of SANS 1411-1

Cable type – XLPE

Compliance with SANS 1339

Insulation – shall comply with requirements of type A of SANS 1411-4

## **MANAGEMENT OF THE WORKS**

Program And Key Milestones

It will be expected from the Electrical Contractor to work in close collaboration with the Engineer.

The contract Commencement Date is the date that the Form of Offer and Acceptance is signed. It is the intention of the Employer to make the appointment as soon as possible after the bid closing date.

The documentation required before commencement with Works are,

- Health and Safety Plan within 5 days of the Commencement Date;
- The Contractor shall submit a program of works for approval by the Employer within 5 days of the Commencement Date.
- Proof of Insurance within 5 days of the Commencement Date;
- The final Design Document and drawings shall be submitted within 7 days of the Commencement Date for Approval by the Engineer.
- The Commencement of Works shall follow 5 days after approval of the final Design Document and formal instruction by the Engineer.
- The required factory acceptance tests shall be clarified with the Engineer before delivery.
- The Practical Completion Certificate shall only be issued following the successful completion of the Provisional Acceptance Tests in terms of the approved Project Inspection and Test Plan. The Project Inspection and Test.
- Plan must be submitted with the tender in term: Returnable Schedules.
- Defects documented in terms of the Practical Completion Certificate shall be corrected within 14 days of the date that the Practical Completion Certificate is issued;
- Works Completion certification shall only be issued after the correction of all defects and after the plant is fully completed and compliant;
- The Defects Liability Period is 12 months, starting on the date that the Works Completion Certificate is issued;
- Functional, manufacturing and installation defects during Defects Liability Period shall be corrected by the Contractor free of cost for the Employer.
- The Final Completion Certificate, following the Defects 12 months Liability Period, shall be issued by the Engineer starting on the date on which the Works are completed, and all defects corrected in accordance with the Contract.
- The Works shall not be considered as complete in all respects until a Final Approval Certificate has been delivered by the Engineer to the Employer and the Contractor.

## **MATERIAL QUALITY SPECIFICATION**

The Contractor shall ensure that all components and materials supplied are designed, manufactured and tested in accordance with the latest applicable IEC and SANS standards.

Equipment Products, Components and/or Accessories must conform to all applicable Product Safety Standards appropriate for the intended markets.

The Contractor shall ensure appropriate certification and independent testing has been carried out on any materials and products proposed.

The Contractor shall ensure materials and products used are suitable for the specified service conditions.

The Contractor shall ensure materials and products delivered to site bear the manufacturer's name, brand name and any other data required to verify that their performance and specification complies with the requirements of this document and the Employer's Project Specific Requirements.

All works, materials, parts, components etc. supplied shall be new and of best quality and shall comply with the relevant current specification of the South African Bureau of Standards or of the British Standards Institution (such specifications being hereafter referred to as SABS or BS) and shall bear the SABS or BS mark.

## **WORKSHOP DRAWINGS**

Workshop drawings of all equipment are to be submitted for approval before any ordering or installation commence.

## **CONTRACT PRICE ADJUSTMENT**

The tender calls for a fix price for the construction period offered in terms of the envisage program of the Employer.

## **PROVISIONAL AND GENERAL ITEMS**

Details of the allowance for provisional and general items shall be as per the Bill of Quantities. Items not allowed for but required by the Contractor shall be added by the Contractor in the space allowed for this purpose in the Bill of Quantities.

Additional provisional and general items/cost will not be entertained after the appointment of the Contractor.

Site security and storage.

The Contractor shall guard and/or provide approved security for the project inter alia:

Equipment, material, tools and other items used in connection with the construction of the Plants;

The subcontract works;

Its employees and subcontractors to the extent required.

The Contractor shall provide secure and appropriate storage on the Site (or at nearby locations at the Contractor's cost) and properly identify all materials, supplies and equipment required for permanent and temporary Construction of the Plant.

Consumables and utilities - electricity, water, sewage and waste disposal services.

The Contractor is responsible to provide a site office, a change room, a storage container and the required toilets in respect with the local regulations. ( NOT REQUIRED FOR THIS TENDER)

If the Contractor needs any other facility, it is the Contractor's responsibility to bring its equipment on site at its own costs, and make sure it will be usable without interfering with the other activities on site.

The Contractor shall be responsible for removing of all waste materials and rubbish during construction and after completion of the project. Hazardous Items to be disposed of shall be done according to legislation to approved facilities such as the instance of Fluorescent lamps.

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## INSPECTION TESTING AND COMMISSIONING

The Project Inspection and Test Plan (ITP) to be submitted as part of the compulsory Returnable Schedules

This section describes the minimum requirements of inspections, tests and performance verification that the Contractor shall demonstrate during execution and operation of the project. These tests are defined under:

- Tests before Installation;
- Tests after Installation;
- Tests on Completion; and
- Tests after Completion;
- Final commissioning.

Prior to start of any tests, the Contractor shall provide to Employer and Employer's Representative detailed information regarding test schedules, testing methodology and equipment to be used and the criteria of acceptance of each test types. Test methodologies and acceptance criteria shall be prepared according to general requirements defined in IEC 62446, IEC 60364-6 and according to the current best commissioning practice. The Employer and Employer's Representative along with the Contractor shall agree on test methodology and acceptance criteria, prior running the test. The following information shall be submitted:

Test program and standards;

Manpower and deployment schedule of the Contractor for performing the tests forms of test records and report;

Description of instrumentation to be used, including accuracy, and calibration test results;

Method of data recording and evaluation method and acceptance/rejection criteria.

The tests and commissioning shall include:

MV Switchgear Unit.

MV Cabling

Fire Suppression System

## GENERAL REQUIREMENTS

The Contractor shall adhere to the following requirements:

Factory Acceptance Tests

The Contractor shall allow FAT for the following:

All Locally Manufactured items;

Standards Applicable

Refer IEC 62337 Commissioning of Electrical, Instrumentation and Control systems.

Personnel and Facilities

Inspect, test, commission and perform all relevant tests on site to demonstrate compliance with the Contract, as built (design) documents and standards.

Provide facilities necessary to enable the inspection, testing, commissioning and performance testing of the Work to be satisfactorily completed including labour, equipment, materials, instruments, consumable materials, electrical power, fuel, lubricants, water, and such like.

Provide staff with the relevant skills and competence for the inspection, testing, commissioning, performance testing and witnessing required.

Provide a supervising commissioning technician that has a minimum of 2 years' experience in the commissioning and performance testing of similar installations.

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Be responsible for all Health & Safety requirements during commissioning. The Contractor shall provide a Safety Briefing for all personnel who will carry out or witness the tests and shall ensure that such personnel comply with all applicable Health & Safety procedures at all times during the tests. The Contractor shall cease any testing in the event that any unsafe conditions rise.

Provide the opportunity to the Employer and Employer's representatives to witness all commissioning tests. The Employer shall provide reasonable and adequate notice to the Contractor that other parties have been invited to witness the tests and the Contractor shall provide all facilities and support that are reasonably required by The Employer for such parties to witness the tests.

Shall co-operate and co-ordinate with the Employer, Employer's representatives and the Employer in a best way to ensure the commissioning activities are performed respecting all Employers' requirement and not effecting the Employer's normal site operation and maintenance.

Execute commissioning activities respecting all legal, environmental and administrative Requirements.

Co-operate with the Employer and with the supply authority (electricity provider to the Employer) for verification of their requirement during project installation, commissioning and operation.

Shall aim to execute all construction and commissioning activities at any time in the most diligent manner at highest level of professionalism and considering the best practice and in good workmanship.

## **INSTRUMENTS**

Provide any instruments or other equipment for the Employer to review the accuracy, quality and performance of the Work. Provide any assistance required by Employer in the use of instruments and measuring equipment.

Ensure that instruments used for survey work, checking, inspection, testing, commissioning and performance monitoring are correctly calibrated according to their relevant standards. The contractor shall submit the valid calibration certificates with method statements and test records.

Provide temporary communication equipment as necessary to enable the commissioning team to carry out their tasks safely and effectively. Ensure temporary communication equipment does not cause interference with equipment owned or operated by any other parties.

## **DEFECTS AND DELAYS**

Submit without delay any record that indicates that any part of the Works inspected or tested does not comply with the Contract Documents along with a method statement for the proposed remedial works including measures to be taken to prevent any delay to the program.

Rectify any defects that become apparent during inspection, testing, commissioning and performance testing.

Retest defective parts, and any associated interdependent systems, and demonstrate compliance with the Contract Documents.

## **TEST PROTOCOLS AND REPORTS**

Provide the detailed test protocol to the Employer and the Employer's representative, at least one (1) week before the commencement of any tests during commissioning. The Employer, Employer's representative and the Contractor shall agree on test protocol before the commencement of any tests. The Test protocol shall include but not limited to:

Definition of each test type and test methods;

List of equipment to be used along with their specification and relevant certificates;

Duration of each test;

Test evaluation method and Acceptance/Rejection criteria.

Provide the report to the Employer and the Employer's representative upon the successful completion of the tests during commissioning and issue of the Certificate of Practical Completion. The report shall include following but not limited to:

- Overview
- General Information:
- Company profiles.
- Acceptance protocols:
- SANS 10142 certificates; CoC.
- MV Switchgear: Data sheet; Certificates; Manual;
- Cables and connectors: List of installed cables; Data wire cable data sheets and certificates; Connector details.
- Plans and drawings: Schematic and layout drawing;
- Circuit Breakers and Load Break Switches: Data sheet; Certificates; Manual;
- Protection Relays: Data sheet; Certificates; Manual;
- Fire Suppression System.
- Workshop Drawings.

## **CONTRACTORS GUARANTEE ON PERFORMANCE AND AVAILABILITY**

The Contractor shall provide component warranty, guaranteed performance and plant availability values as specified in the Technical Specifications.

The complete Works and all the associated equipment shall be fully guaranteed against functional, suppliers and manufacturing defects for the 12-month Defects Liability Period, commencing from the date on which the Practical Completion Certificate has been issued by the Employer.

Should any item or any of its constituents fail as a result of construction or manufacturing defects within the abovementioned period the Contractor shall be responsible for locating and repairing the fault and testing and recommissioning the unit/item at no cost to the Employer. Such component which has to be replaced or repaired shall then be guaranteed for an additional 12-month period from date of re-energizing.

## **WARRANTIES**

The required minimum warranties are 122-months from completion.

## RETURNABLE – C1: SCHEDULE OF THE TENDERER'S RECENT EXPERIENCE

1. Three projects on Medium Voltage Installation OR of a similar nature, with a value of R500 000 on each project. (fill in the table below)

2. Provide 3 reference letters.

In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.

<b>The following is a statement of work i.e. 11kV Medium Voltage Switchgear Installation</b>	<b>Employer, Contact Person and Telephone Number.</b>	<b>Description of Contract</b>	<b>Value of Work inclusive of VAT (Rand)</b>	<b>Duration (Start and End dates)</b>

Note: When completing the above schedule, Tenderers must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause F.3.11

The information provided above must align to the letters from the tenderer's client.

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			

## RETURNABLE – C2: SCHEDULE OF KEY PERSONNEL’S EXPERIENCE

One Electrician( with wireman’s licence) experience minimum experience of 2 years in Medium Voltage installation.

A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.

In addition, a comprehensive Curriculum Vitae must be submitted together with proof of qualifications.

	<b>Employer, Contact Person and Telephone Number.</b>	<b>Description Employment</b>	<b>Duration (Start and End dates)</b>
<b>a)</b>			
<b>b)</b>			
<b>c)</b>			
<b>d)</b>			

The undersigned confirms that the information provided above is correct.

**Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## RETURNABLE – C3: SCHEDULE OF KEY PERSONNEL'S DETAILS

**One Semi-skilled labour with 2 years minimum experience in medium voltage installation.**

as required.

Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria.

<b>Name</b>				
<b>Surname</b>				
<b>Nationality (attach certified ID copy)</b>				
<b>Date of Birth</b>				
<b>Qualifications (attach certified copies)</b>				
<b>Previous Work Experience</b>				
<b>Position Held</b>	<b>Company</b>	<b>Start Date</b>	<b>End Date</b>	<b>Responsibilities/ Functions</b>

The undersigned confirms that the information provided above is correct.

**Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**me:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_



ELECTRICAL SERVICES FOR EZEMVELO SODWANA BAY NATIONAL PARK					
SUBJECT : BILL OF QUANTITIES			Project No:		D35054
			Revision:		0
BILL No. 2 MEDIUM VOLTAGE INSTALLATION					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	MEDUIM VOLTAGE SWITCHGEAR				
2.1	Supply, deliver, install, connect, test and commision NEW meduim voltage switchgear 11kV 20kA (RMU) in existing MV Room on site: The following brand are approved subject to immedate availabltly - Schneider Electric.				
2.1.1	630A RMU + Feeder- 20kA - 11kV				
2.1.1.1	630A Schneider Electric Extendable RMU with the following configuration, 630A Isolator (Incomer), 2x 200A Circuit breakers (Feeders).				
	Supply and delivery	No	1		
	Install	No	1		
2.1.1.2	200A Circuit Breaker (Feeder) to be attached to RMU specified in 2.1.1.1				
	Supply and delivery	No	1		
	Install	No	1		
	TRANSPORT TO SITE				
2.2	Transport of all material to site, including rigging into position.	Sum	1		
	CABLES				
2.3	Supply, deliver, install and connect Cu PVC SWA PVC 11000V XLPE Cable in shaft, sleeve, trench, on cable rack, trays, trunking, wiremesh basket,or on surafce including strapping or clamping, supports etc.				
2.3.1	70mm² x 3 core XLPE Cable				
	Supply and delivery	Meter	5		
	Installation	Meter	5		
	Heat shrink termination, glands, shrouds, lugs and connection	No	4		
	Joiner Kit, complete	No	2		
SUB-TOTAL FOR THIS PAGE CARRIED FORWARD					

	<b>SUB-TOTAL FROM PREVIOUS PAGE</b>				
2.3.2	95mm <sup>2</sup> x 3 core XLPE Cable				
	Supply and delivery	Meter	5		
	Installation	Meter	5		
	Heat shrink termination, glands, shrouds, lugs and connection	No	4		
	Joiner Kit, complete	No	2		
2.3.3	120mm <sup>2</sup> x 3 core XLPE Cable				
	Supply and delivery	Meter	5		
	Installation	Meter	5		
	Heat shrink termination, glands, shrouds, lugs and connection	No	2		
	Joiner Kit, complete	No	2		
	<b>EARTH CONDUCTORS</b>				
2.4	<u>Supply, install and terminate Stranded Earth Continuity Conductor fixed to cables with cable ties spaced at 750mm:</u>				
2.4.1	95mm <sup>2</sup> insulated conductors				
	Supply	Meter	20		
	Install	Meter	20		
	Heat shrink termination, glands, shrouds, lugs, connection	No	8		
	<b>LABELLING</b>				
2.5	<u>Supply labelling of equipment, cables and installation in accordance to specifications and SANS:</u>				
2.2.1	Brother labels	Sum	1		
2.2.2	Engraved Traffolite label	No	15		
2.2.3	Drawing of new layout	No	1		
2.6	<b>MISSALLANIUS</b>				
2.6.1	Replace Tread Plate over trench to ensure complete closure after the new RMU is installed.	Sum	1		
2.6.2	Seal off all cable openings in trench to ensure vermin proofing.	Sum	1		
2.6.3	90A 11kV Fuses for Overhead Line	Sum	3		
<b>TOTAL BILL 2 CARRIED TO TENDER SUMMARY</b>					

<b>ELECTRICAL SERVICES FOR EZEMVELO SODWANA BAY NATIONAL PARK</b>			
<b>SUBJECT : BILL OF QUANTITIES</b>		Project No	D35054
		Revision:	0
<b>TENDER PRICE SUMMARY</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>		<b>AMOUNT</b>
<b>BILL No. 1</b>	<b>PRELIMINARY &amp; GENERAL AND MISCELLANEOUS</b>		
<b>BILL No. 2</b>	<b>MEDIUM VOLTAGE INSTALLATION</b>		
Any other items, which may have been specified and do not appear or are not included in the items of the bill, that the Tenderer wishes to add to the bill.			
Any other items which may be required to complete the works in full as specified, which do not appear or are not included in the items of the bill, that the to add to			
<b>SUB TOTAL</b>			
<b>VAT AT 15%</b>			
<b>GRAND TOTAL (QUOTE PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b>			

### CHECKLIST: COMPILATION OF BID DOCUMENT

No.	Description	Yes	No
1.	Did you take note of the closing date, time and how to submit your bid?		
2.	Did you sign the SBD 1 form?		
3.	Did you take note of the Tax Compliance Status requirement?		
4.	Is the SBD 4 (Bidders Disclosure) true and complete in every respect?		
5.	With regards to SBD 4; Have the companies that appear under each Director/Shareholder/Member been declared on paragraph 2.3?		
6.	Is the SBD 6.1-form completed, signed and has documentary proof of points claimed provided?		
7.	Has the Price page (SBD 3) been verified to be accurate?		

