

# BID NOTICE AND INVITATION TO BID FOR ENDUMENI MUNICIPALITY



## BID NO: B09/2021-22: RE-ADVERTISEMENT ELECTRIFICATION OF MTSHILWANE FOR 24 CONNECTIONS IN WARD 07

NO.	CONTRACT NAME	BID NO.
1	RE-ADVERTISEMENT ELECTRIFICATION OF MTSHILWANE FOR 24 CONNECTIONS IN WARD 07	B09/2021-22

### DOCUMENTATION

Bid Documents will be available from Endumeni Municipality upon a cash payment of a non-refundable fee of R500 or deposited to FNB ACCno.62025460651. Documents can also be downloaded free of charge on [www.etenders.gov.za](http://www.etenders.gov.za) or [www.endumeni.gov.za](http://www.endumeni.gov.za). NB Documents must be binded, unbinded documents will not be accepted

### NOTES TO PROSPECTIVE BIDDERS:

- Endumeni Local Municipality Supply Chain Management Policy will apply.
- Failure to complete all bid forms, data sheets and submit all supplementary information will lead to the bidder being considered non-responsive and therefore not considered for the award of the contract.
- All bids submitted should remain valid for 90 days after the bid closing date.
- The Endumeni Local Municipality is not bound to accept the lowest or any bidder.
- All Bidders must ensure that the following documents are attached to their Bid:
  - Company registration certificate
  - SARS Tax pin code certificate
  - Original Certified ID Copies of members/directors not older than 3 months
  - Original or Certified BBEE Certificate OR SWORN AFFIDAVIT
  - Statement of Municipal rates not older than 3 months or Lease Agreement.
  - Copy of Central Suppliers Database Registration.
  - CIDB 3EP PE or Higher with CRS number
  - Letter of good standing

### BID CLOSING DATE

Completed bids in sealed envelopes clearly marked **BID NO: B09/2021-22 RE-ADVERTISEMENT ELECTRIFICATION OF MTSHILWANE FOR 24 CONNECTIONS IN WARD 07** must be placed in the bid box at the Endumeni Local Municipality offices, 64 Victoria Street, Dundee, on or before **14:00 on Thursday, 30 JUNE 2022** when bids will be opened in public shortly afterwards.

Bids may only be submitted on the bid documentation issued. Retyping of the bid document or any part there off is not permitted. Late, incomplete, electronic, telegraphic, telexed, faxed bids will not be considered.

### BID ENQUIRES

Bid enquires should be directed to Supply Chain Management Office Mr C Nkosi or Mr B.C Sibiya as follows: 034 – 212 2121

  
\_\_\_\_\_  
Mr. L.S. Hlongwane  
Acting Municipal Manager

Notice No: 73/2022



**ENDUMENI LOCAL MUNICIPALITY**

**INVITATION TO BID  
BID REFERENCE NO: B09/2021-22**

**RE-ADVERTISEMENT ELECTRIFICATION OF  
MTSHILWANE FOR 24 CONNECTIONS IN WARD 07  
(CIDB CATEGORY: 3EP PE OR HIGHER)**

**PROCUREMENT DOCUMENT**

Name of Tenderer \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Address \_\_\_\_\_

Tender Sum \_\_\_\_\_

B-BBEE Level \_\_\_\_\_

CSD Reg. No \_\_\_\_\_

CRS No \_\_\_\_\_

SARS Pin \_\_\_\_\_

**CLOSING DATE OF THE BID: 30 JUNE 2022 @ 14H00**  
AT THE OFFICES OF ENDUMENI MUNICIPALITY,  
64 VICTORIA STREET, DUNDEE, 3000

**NO LATE SUBMISSIONS WILL BE CONSIDERED**

TEL: (034) 212 2121  
FAX: (034) 212 3856

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**Endumeni Municipality**

**CONTRACT NO.: B09/2021-22**

**RE-ADVERTISED ELECTRIFICATION OF MTSHILWANE FOR 24 CONNECTIONS IN WARD 07**

**PROCUREMENT DOCUMENT**

**FOREWORD**

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

The TENDER consists of two parts, namely:

- **T1: Tendering Procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be returned by the Tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the Employer.

The CONTRACT consists of seven parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data;**
- **C3: Scope of Work**
- **C4: Project Specification**
- **C5: Particular Specification**
- **C6: Site Information;** and
- **C7: Annexures** (that may have a bearing on the contract).

Each part or volume is preceded by its own table of contents.

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**SUMMARY FOR TENDER OPENING PURPOSES**

***[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]***

**Name of Contractor submitting the tender:**.....

**Tender amount (as stated in the Form of Offer):** R.....

**Alternative Tender offered?** ..... (Yes / No)

If "Yes" state amount: R .....

**Specified Time for Completion:** 3 months

**Alternative Time for Completion offered?** ..... (Yes / No)

If "Yes", state time offered .....

**Details of contact person:**

Name (*Print*): .....

Telephone No: ..... Fax No: .....

E-mail address: .....

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

**SIGNATURE:** .....  
(Of person authorised to sign the tender)

**TENDER**

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

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**T1: TENDERING PROCEDURES**

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T1.2 TENDER DATA

**T1.1: TENDER NOTICE AND INVITATION TO TENDER**



**ENDUMENI MUNICIPALITY**

INVITATION TO BID

BID NUMBER	PROJECT DESCRIPTION	CIDB GRADING	TENDER CLOSING DATE
B09/2021-22	<b>Electrification of Mtshilwane for 24 connections in Ward 7</b>	<b>3EP PE OR HIGHER</b>	<b>30 JUNE 2022 @ 14H00</b>

**BID DOCUMENTS**

Bid Documents will be available from Endumeni Municipality upon a cash payment of a non-refundable fee of R500 or deposited to FNB ACCno.62025460651. Documents can also be downloaded free of charge on [www.etenders.gov.za](http://www.etenders.gov.za) or [www.endumeni.gov.za](http://www.endumeni.gov.za). NB Documents must be binded, unbinded documents will not be accepted

**LIST OF RETURNABLES:**

Company Registration Document, SARS Tax Pin, Certified Copy of BBBEE Certificate (SANAS Approved) or Affidavit BBBEE, Original Certified Copies of Directors identity document not older than 6 months, Statement of Municipal rates not older than 3 months or proof of residence for those residing in rural areas/ lease agreement, CSD and CIDB 3EP or Higher with CRS number and Letter of Good Standing

**BIDDERS TO NOTE THE FOLLOWING:**

The Endumeni Municipality Supply Chain Management Policy will be applied, and the Bids will be evaluated in terms of functionality and the 80/20 point system. Failure to complete all Bid forms, data sheets and submit all supplementary information may render the Bid to be considered as non-responsive and therefore may not be considered for the award of the contract. All Bids submitted should remain valid for 90 days after the Bid closing date.

**BID SUBMISSION**

**Bid Closing Date:**

Sealed Bid documents bearing the "(RE-ADVERTISEMENT ELECTRIFICATION OF MTSHILWANE FOR 24 CONNECTIONS IN WARD 7)" and Bid No: B09/2021-22" must be deposited in the Bid Box at the Foyer of Endumeni Municipality. Telegraphic, telephonic, telefax, facsimile, emailed and late Bids will not be accepted.

"Endumeni Municipality does not bind itself to accept the lowest or any tender, or to furnish any reason for the acceptance or rejection of a tender."

Mr. L.S Hlongwane  
Acting Municipal Manager

T1.2 TENDER DATA

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**MBD 1**

T1.2 TENDER DATA

**PART A  
 INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>			
BID NUMBER:	B09/2021-22	CLOSING DATE:	30 JUNE 2022
CLOSING TIME:	14h00	DESCRIPTION RE-ADVERTISEMENT ELECTRIFICATION OF MTSHILWANE FOR 24 CONNECTIONS IN WARD 7	
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
64 VICTORIA STREET			
DUNDEE			
3000			
<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			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
<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 PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	DEPARTMENT	ELECTRICAL
CONTACT PERSON	N Z ZULU	CONTACT PERSON	N KHOZA
TELEPHONE NUMBER	034 212 2121	TELEPHONE NUMBER	034 212 2121
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	zulunz@endumeni.gov.za	E-MAIL ADDRESS	nkhoza@endumeni.gov.za

T1.2 TENDER DATA

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

- 1. BID SUBMISSION:**
- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
  - 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
  - 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

- 2. TAX COMPLIANCE REQUIREMENTS**
- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
  - 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
  - 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
  - 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.
  - 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
  - 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
  - 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

- 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
  - 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  
 NO
  - 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
  - 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
  - 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:.....

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

DATE:.....

T1.2 TENDER DATA

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**T1.2: TENDER DATA**

**T1.2.1: STANDARD CONDITIONS OF TENDER**

- The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender. This document is obtainable separately.
- The Tender Data make several references to the Standard Conditions of Tender for details that apply specifically to this tender. The Tender Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.
- The Municipality may request clarity pertaining the Proposal / response if its not clear
- Presentation may be required for Clarity purposes
- The Municipality may request for a price negotiation when necessary
- Use of correction pen is prohibited
- The Municipality may request price confirmation on goods / material that has price fluctuation and service providers must respond within the stipulated time

***The clause and sub-clause in the Standard Condition of Tender are prefixed with letter F which refer to Annex F of SANS 294***

**Clause No.**

**F.1.1 GENERAL**

**F.1.1 Actions**

The Employer and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

**F.1.2 Tender documents**

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

**F.1.3 Interpretation**

F.1.3.1 The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the Conditions of Tender.

F.1.3.2 These Conditions of Tender, the Tender Data and tender schedules which are only required for tender evaluation purposes, will not form part of any contract arising from the invitation to tender.

**F.1.4 Communication and Employer's agent**

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

**F.1.5 The Employer's right to accept or reject any tender offer**

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T1.2 TENDER DATA

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F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer will not accept or incur any liability to a Tenderer for such cancellation and rejection, but shall give reasons for such action.

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the Employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

**F.2 TENDERER'S OBLIGATIONS**

*The Tenderer shall comply with the obligations hereafter:*

**F.2.1 Eligibility**

Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.

**F.2.2 Cost of tendering**

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Tender Offer in response to the invitation.

**F.2.5 Reference documents**

Obtain, as necessary for submitting a Tender Offer, copies of the latest versions of Standards, Specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data if necessitated as a result of the addenda.

**F.2.7 Site visit and clarification meeting**

Attend the compulsory site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Tender Data. Covid 19 Regulation will apply and must be adhered to. To mention a few but not limited to wearing of masks, social distancing, sanitizing of hands-on entry to the venue and as and when required.

**F.2.8 Seek clarification**

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T1.2 TENDER DATA

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Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of tenders stated in the Tender Data.

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the Tender Offer**

F.2.10.1 Include in the rates, prices, and the tendered total of the prices all duties, taxes, except value-added tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time for submission of tenders stated in the Tender Data.

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

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

**F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or alterations or additions necessary to correct errors made by the Tenderer. All signatories to the Tender Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative Tender Offers**

F.2.12.1 Submit alternative Tender Offers only if a main Tender Offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative Tender Offer is to be submitted with the main Tender Offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

**F.2.13 Submitting a Tender Offer**

F.2.13.1 Submit a Tender Offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in **black ink**.

F.2.13.3 Submit the Tender Offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English.

F.2.13.4 Sign the original (and all copies, if applicable) of the Tender Offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of

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T1.2 TENDER DATA

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the signatory is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.

F.2.13.5 Seal the original (and each copy, if applicable) of the Tender Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.

F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Tender Offer if the outer package is not sealed and marked as stated.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as being non-responsive.

**F.2.15 Closing time**

F.2.15.1 Ensure that the Employer receives the Tender Offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Tender Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of the Conditions Tender apply equally to the extended deadline.

**F.2.16 Tender Offer validity**

F.2.16.1 Hold the Tender Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

**F.2.17 Clarification of Tender Offer after submission**

Provide clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Tender Offer should be sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

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**F.2.18 Provide other material**

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

F.2.18.2 Dispose of samples of materials, where required.

**F.2.19 Inspections, tests and analyses**

Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Tender Data.

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

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

**F.3 EMPLOYER'S UNDERTAKINGS**

*The Employer undertakes to:*

**F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.2 Issue addenda**

If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until 7 days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who drew documents.

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**F.3.3 Return late Tender Offers**

Return Tender Offers received after the closing time stated in the Tender Data, unopened (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned.

**F.3.4 Opening of tender submissions**

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the public meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Tender Offer only.

**F.3.5 Two-envelope system**

F.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed.

Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

Not to disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Tender Offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a Tenderer to influence the processing of Tender Offers and instantly disqualify a Tenderer (and his Tender Offer) if it is established that he engaged in corrupt or fraudulent practices.

**F.3.8 Test for responsiveness**

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Tender Offer properly received:

- (a) complies with the requirements of the Conditions of Tender;
- (b) has been properly and fully completed and signed, and
- (c) is responsive to the other requirements of the tender documents.

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F.3.8.2 Regard a responsive tender as one that conforms to all the items, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would

- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work;
- (b) change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.8.3 Reject a non-responsive Tender Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**F.3.9 Arithmetical errors**

1. Check responsive Tender Offers for arithmetical errors, correcting them in the following manner:
  - (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
  - (b) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - (c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices.
2. Consider the rejection of a Tender Offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in above.

**F.3.10 Clarification of a Tender Offer**

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the Tender Offer.

**F.3.11 Evaluation of Tender Offers**

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender Offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the Tender Data and described as methods 1, 2, 3 and 4.

F.3.11.2 **Method 1: In the case of a Financial Offer:**

- (a) Rank Tender Offers from the most favourable to the least favourable comparative offer.
- (b) Recommend the highest ranked tenderer in terms of evaluation for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.3 **Method 2: In the case of a Financial Offer and Preferences:**

- (a) Score tender evaluation points for each Financial Offer.
- (b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (c) Calculate total tender evaluation points
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.

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- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.4 **Method 3: In the case of a Financial Offer and Quality:**

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.  
 (b) Score tender evaluation points for each financial offer.  
 (c) Calculate the total tender evaluation points.  
 (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.  
 (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

F.3.11.5 **Method 4: In the case of a Financial Offer, Quality and Preferences:**

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.  
 (b) Score tender evaluation points for each financial offer.  
 (c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.  
 (d) Calculate total tender evaluation points.  
 (e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.  
 (f) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.6.1 Scoring financial offers

Score the financial offers of the remaining responsive tender offers using the following formula:

$$Nfo = W1 \times A$$

Where Nfo = is the number of tender evaluation points awarded for the financial offer;

W1 = is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data;

A = is the number calculated using the formula and option described in table below as stated in the tender data.

**FORMULAE FOR THE VALUE OF A**

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1+(P-Pm) / Pm]$	$P/Pm$
2	Lowest price or percentage commission/fee	$[1-(P-Pm) / Pm]$	$Pm/P$

Pm = is the comparative offer which is the most favourable

P = is the comparative offer of the tender under consideration

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F.3.11.6.2 Scoring quality

Score quality in each of the categories in accordance with the Tender Data and calculate the goal score for quality.

**F.3.12 Insurance provided by the Employer**

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

**F.3.13 Acceptance of Tender Offer**

F.3.13.1 Accept the Tender Offer only if the Tenderer complies with the legal requirements, if any, stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his Tender Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

**F.3.14 Notice to unsuccessful Tenderers**

After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their Tender Offers have not been accepted.

**F.3.15 Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- (a) addendum issued during the tender period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Tenderer, and
- (d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

**F.3.17 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**F.3.18 Provide copies of the contracts**

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the Contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

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**T1.2.2: TENDER DATA**

**1. GENERAL**

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

**Clause No.**

- F.1.1** The Employer is Endumeni Municipality.  
**F.1.2** **Tender Document**

**(a) The Tender Document issued by the employer consist of the following:**

**TENDER**

**T1: Tendering Procedures**

- T1.1: Tender Notice and Invitation to Tender  
T1.2: Tender Data

**T2: Returnable Documents**

- T2.1: List of Returnable Documents  
T2.2: Returnable schedules and forms

**CONTRACT**

**Part 1: Agreements and Contract Data**

- C1.1: Form of Offer and Acceptance  
C1.2: Contract Data  
C1.3: Form of Guarantee  
C1.4: Agreement with adjudicator  
C1.5: Agreement in terms of the OHSA No 85 of 1993

**Part 2: Pricing Data**

- C2.1: Pricing Instructions  
C2.2: Bill of Quantities

**Part 3: Scope of Work**

- C3: Scope of Work

**Part 4: Project Specification**

**Part 5: Particular Specification**

**Part 6: Site Information**

- C6: Site information

**Part 7: Annexures**

- C7: Annexures

**(b) Drawings.**

**(c) "General Conditions of Contract for Construction Works – 3<sup>rd</sup> Edition 2015** issued by the South African Institution of Electrical Engineering. (Short title "General Conditions of Contract 2015"). This document is obtainable separately, and Tenderers shall obtain their own copies.

**(d) "Standard Specifications for Electrical and Industrial Works Association" ECA 2009**

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**Edition.** This document is obtainable separately, and Tenderers shall obtain their own copies.

- (e) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (f) In addition Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in the this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,

The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

**F.1.4 The Employer's agent is:**

Name : Dlamindlovu Consulting Engineers and Project Managers  
Address : 58 Juniper Road, Essenwood Berea, Durban, 4001  
Tel. : 031 942 4327/033 342 2233  
E-mail address: busisiwe@dlami-ndlovu.co.za

**F.2.1 Eligibility**

A Tenderer will not be eligible to submit a tender if:

- (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.
- (b) the Tenderer does not have the legal capacity to enter the contract.
- (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes and contributions required in terms of legislation applicable to the work in the contract.

Only those Tenderers who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation 4EP as defined in the Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.

Joint ventures are eligible to submit tenders provided that:

- (g) every member of the joint venture is registered with the CIDB;

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- (h) The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation stated above.

**F.2.7 Site visit and Clarification**

No site visit and clarification

**F.2.12 Alternative tenders**

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

- (a) Individual items  
Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form L: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.
- (b) Alternative designs  
Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:
- (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered;
- (ii) Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
- (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
- Changes in design parameters ordered by the Engineer;
  - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.
- (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
- (v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered

**F.2.13 Submitting a Tender Offer**

F.2.13.1 Tender Offer to provide the whole works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

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F.2.13.3 Tender offers shall be submitted as an original only.

F.2.13.5 Delivery of Tender

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Physical address: Endumeni Municipality, 64 Victoria Street, Dundee, 3000

Identification details: **Electrification of Mtshilwane for 24 connections in Ward 7**

**Contract No.: B09/2021-22**

F.2.3.5 A two-envelope procedure will not be followed.

**F. 2.15 Closing Time**

The closing time for submission of Tender Offers is **14h00**, on **Thursday, 30 JUNE 2022**

Telephonic, telegraphic, telex, electronic or e-mailed tenders will not be accepted.

**F. 2.16 Tender validity**

The Tender Offer validity period is 90 days from the closing time for submission of tenders.

**F.2.19 Inspection, tests and analysis**

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

**F.2.22 Return of Tender Documents**

Not applicable.

**F.2.23 Certificates**

The following certificates must be provided with the tender:

1. Sars Tax Pin
2. Company / CC / Trust / Partnership registration certificates
3. ID certificate(s) of all directors, members and/or shareholders
4. An original valid Tax clearance and Pin issued by the South African Revenue Services
5. VAT Registration Certificate
6. Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
7. Joint venture agreement and power of attorney in case of joint ventures.
8. Contractors CIDB registration certificate.
9. Exempted Micro Enterprises (EMEs) must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.
10. Originally certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS
11. Detailed CSD Registration report

**F.3.11 Evaluation of Tender Offers**

F.3.11.1 The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Quality and Preferences.

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F.3.11.5 **Method 4: Financial Offer, Quality and Preferences**

- a) The procedure for the evaluation of responsive tenders is Method 4 (Financial Offer, Quality and Preferences) and Quality will be evaluated prior to financial and Preference as follows:

**Functionality/quality: tender must achieve at least 60% in order to qualify for the second stage. The 80/20 scoring will apply.**

The points associated with the comprehensive proposal will be awarded as reflected in the following table.

Key aspect of criterion	Basis for points allocation	Score	Max. Points	Verification Method
Experience of the Bidder (Name of traceable reference with contact details to be included for verification)	Five Points will be allocated for each Completed Electrification Project. Tenderers to submit a letter of appointment and the completion Certificate. If extension of time was granted; the contractor should submit a letter of approval for extension of time.	30	30	Each project with appointment letter and completion certificate will give the bidder 5 points.
Qualifications and experience of site agent	National Diploma in Electrical Engineering or N6 plus Trade test from the University of Technology with 6-10 years' experience or NQF 6.	15	15	Certified Copy of Qualification and CVs to be attached
	National Diploma in Electrical Engineering or N6 plus Trade test from the University of Technology with 5 years' experience or NQF 5	10	10	Certified Copy of Qualification and CVs to be attached
Eskom Permit Holder	2 (Two) Eskom Permit Holders with the submission of both their Permit Certificates and the clear copies of Permit cards ( Pictures and ID numbers must reflect) 5 points per permit holder	10	10	Certified Copy of the Permits certificates and Copy of Permit Cards to be attached.
Experience of foreman	5 years and above experience in electrification projects and must have a Certificate for Working on Overhead Lines, and be in possession of Authorization as a Responsible Person (HVREGS/ Permit holder) Certificate, Supervisory Skills Certificate and Bulk Cabling Project Experience	15	15	Curriculum Vitae and Certificates to be attached
	3 - 4 years of experience in electrification projects and must have a Certificate for Working on Overhead Lines, and be in possession of Authorization as a Responsible Person (HVREGS/ Permit holder) Certificate, Supervisory Skills Certificate and Bulk Cabling Project Experience	5	5	Curriculum Vitae and Certificates to be attached

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Construction Method Statement (relevant to the tendered project- 3-5 pages) The method statement must include the following sub-headings: Approach Method, Time Frames, Activities (in construction sequence), Construction Administration, Quality, OHS & Risk Management, Health and Safety	Method statement met all the requirements.	10		Brief (3 – 5 Pages)
	Acceptable method statement. Only provided limited information	5		Brief (3 – 5 Pages)
Eskom Database Registration	Contractors to attach a valid proof of Database Registration with Eskom			
<b>Criteria 2: Financial Resources</b>				
<b>Financial Status (Bank Ratings)</b>			<b>10</b>	
Note: Tenderers are required to attach a Bank Rating Certificate from a Registered Financial Institution on Returnable Documents.				
Undoubted for the amount of your enquiry (Code A)			10	
Good for the amount of your enquiry (Code B)			6	
Good for the amount quoted, if strictly in the way of business (Code C)			5	
Fair trade risk for the amount of your enquiry (Code D)			3	
Figures considered too high (Code E)			2	
Financial position unknown (Code F)			0	
Occasional dishonors (Code G)			0	
Frequent Dishonors (Code H)			0	
Total			<b>100</b>	

Functionality / quality: tender must achieve at least 60% (60/100) in order to qualify for the next stage. The 80/20 scoring will apply.

Third stage of the Evaluation: preferential Procurement Points

The points associated with the comprehensive proposal will be awarded as reflected in the above table.

- b) Tenderers qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive tenders (Price and preferences). The weighting of tender price and preferences of the tenderer will be done by way of a point system:

For Contracts not exceeding a potential value of R 50 000 000-00

- 80 points are assigned to price; and
- 20 points are assigned to preferences.

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The total points for Price and preferences must add up to 100 points. The financial offer will be scored using formula:

The financial offer will be scored in terms of Formula 2, Option 2 of SANS 294: 2004, which reads as follows (refer to clause F.3.11.6.1):

**Table F.2: Preference Points based on B-BBEE status level of contributor**

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

Eligibility for preference points is subject to the following conditions:

- a) A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and
- b) The scorecard shall be submitted as a certificate attached to Returnable Schedule L; and
- c) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and
- d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and
- e) Compliance with any other information requested to be attached to Returnable Schedule L.

**Total Scores for Financial and Preference**

The points scored for a tenderer in respect of Price must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of the KwaZulu-Natal Department of Transport.

**F.3.12 Acceptance of Tender Offer**

**F.3.12.1 Tender Offers will only be accepted on condition that:**

- (a) The tender offer is signed by a person authorised to sign on behalf of the Tenderer;
- (b) A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "indicated" or "provided elsewhere" is entered will deem the tender invalid.
- (b) A valid Tax Clearance Certificate is included with his tender.
- (c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his tender submission.
- (d) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender.

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- (e) The Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection.
- (f) The Contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders.
- (g) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his tender submission.
- (h) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges
- (i) The tenderer or any of its directors 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.
- (j) The tenderer has not:
  - (i) Abused the Employer's Supply Chain Management System; or
  - (ii) Failed to perform on any previous contract and has been given a written notice to this effect.

#### F.312.2 Special Bid Conditions

- Bids submitted are to hold good for a period of 90 (ninety) days and must be inclusive of VAT
- This bid will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and for this purpose the enclosed forms MBD 4, MBD 5, MBD 6.1, MBD 6.2, MBD 8 and MBD 9 must be scrutinized, completed, and submitted together with your bid.
- **NB: No bid will be considered from persons in the service of the state**
- The council does not bind itself to accept the lowest or any bid reserves the right to accept the bid as whole or in part, at the rates quoted
- Only locally manufactures produced goods that meet the stipulated minimum threshold for local production and content as determined by DTI will be considered for acceptance. Any tender that doesn't meet the minimum threshold is an unacceptable tender.
- Failure to comply with the above-mentioned conditions may invalidate your offer

#### F.3.13 Copies of Contract

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

CONTENT

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**SCM EVALUATION COMPLIANCE**

---

**SCM COMPLIANCE ANNEXURE: A**

- Attach proof that you are registered on Central Suppliers Database (CSD)

**SCM COMPLIANCE ANNEXURE: B**

- Attach Valid BBBEE certificate certified or original or affidavit

**SCM COMPLIANCE ANNEXURE: C**

- Sign MBD 1, 4, 5, 6.1, 6.2, 8 & 9

**SCM COMPLIANCE ANNEXURE: D**

- Attach Updated Municipal rates statement for the company not in arrears for more than 60 days / Valid lease agreement together with the latest letter from the landlord confirming rent is up to date on or recent statement / affidavit when you operate at Home

**SCM COMPLIANCE ANNEXURE: E**

- Attach Certificate of Authority” to sign all documents in connection with this Tender and any contract or agreement which may arise therefrom, duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached and must be on a Company letter head

.....

Signature

*(of person authorised to sign on behalf of the Tenderer)*

.....

Date

CONTENT

---

**T2.1 LIST OF RETURNABLE DOCUMENTS**

The following valid information is required in the submission and will form part of the evaluation considerations:

- Company profile and experience on similar projects (previous work completed with contact details of references)
- Proof of professional registration (where applicable)
- SARS Tax Pin certificate
- Company registration document or certified copy of ID if sole trader
- Certified copy of a valid BBBEE certificate with SANAS logo or an affidavit
- Proposed implementation plan and item duration
- Outline of methodology
- Form of proposal offer
- Proof of municipal accounts not older than 3 months or a letter from the landlord stating that rent paid is up to date and includes municipal accounts
- Detailed CSD report

T2.1: LIST OF RETURNABLE DOCUMENTS

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**T2.2 RETURNABLE SCHEDULES AND FORMS**

**T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES.**

- A. PROOF OF CSD AND CIDB REGISTRATION
- B. B-BBEE STATUS LEVEL VERIFICATION
- C. VALID TAX CLEARANCE CERTIFICATE AND VERIFICATION PIN
- D. MBD4, 5, 6.1, 6.2, 8 & 9
- E. MUNICIPAL SERVICES FOR THE COMPANY
- F. MUNICIPAL SERVICES FOR THE DIRECTORS
- G. CERTIFICATE OF AUTHORITY
- H. CERTIFICATE OF SITE ATTENDANCE MEETING
- I. COMPULSORY ENTRPRISE QUESTIONNAIRE
- J. RECORD OF ADDENDUM TO TENDER COCUMENT
- K. COMPANY RESITRATION DOCUMENTS AND ID
- L. PLANT AND EQUIPMENT
- M. EXPERIENCE TO TENDERER
- N. PRESENT COMMITMENTS
- O. PROPOSED SUBCONTRACTORS
- P. KEY PERSONNEL
- Q. CURRICULUM VITAE OF KEY PERSONNEL
- R. PRELIMINARY PROGRAMME
- S. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- T. CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
- U. TENDER'S FINANCIAL STANDING
- V. FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- W. CONSTRUCTION METHOD STATEMENT
- X. SKILLS DEVELOPMENT LEVY CERTIFICATE
- Y. WORKMENS COMPENSATION REGISTRATION CERTIFICATE
- Z. UNEMPLOYMENT INSURANCE FUND CERTIFICATE
- AA. PROOF OF TENDER PURCHASE

*NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive. The same applies to the Preferential Procurement Schedule.*

.....  
Signature

.....  
Date

*(of person authorised to sign on behalf of the Tenderer)*

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE A:      PROOF OF CSD AND CIDB REGISTRATION**

***[The Tenderer shall attach hereto the Contractor's Proof of Registration with CSD and CIDB].***

.....  
Signature

.....  
Date

*(of person authorised to sign on behalf of the Tenderer)*

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE B: B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

***[The Tenderer shall attach hereto the Contractor's Proof of Certified B-BBEE Certificate or Sworn Affidavit].***

.....

Signature

*(of person authorised to sign on behalf of the Tenderer)*

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE C: VALID TAX CLEARANCE CERTIFICATE WITH VERIFICATION PIN**

.....

Signature

*(of person authorised to sign on behalf of the Tenderer)*

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE D: MBD 4, 5, 6.1, 6.2, 8 & 9**

**MBD 4**

**DECLARATION OF INTEREST**

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

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

T2.1: LIST OF RETURNABLE DOCUMENTS

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<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars .....  
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....  
.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.  
.....  
.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:.....  
.....

T2.1: LIST OF RETURNABLE DOCUMENTS

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>	<b>Owner of the Company (yes / no)</b>	<b>Share percentage on the Company</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

T2.1: LIST OF RETURNABLE DOCUMENTS

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**MBD 5**

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

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

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

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

\* Delete if not applicable

**\*YES / NO**

.....  
.....

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

**\*YES / NO**

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

2.2 If yes, provide particulars.

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

T2.1: LIST OF RETURNABLE DOCUMENTS

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3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?  
**\*YES / NO**

3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?  
**\*YES / NO**

**\*YES / N**

4.1 If yes, furnish particulars

.....  
.....

T2.1: LIST OF RETURNABLE DOCUMENTS

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**CERTIFICATION**

I, THE UNDERSIGNED (NAME) .....

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

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

FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

T2.1: LIST OF RETURNABLE DOCUMENTS

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

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value equal to or above R30 000 and up to R50 million (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

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

(a) “**B-BBEE**” means broad-based black economic empowerment as defined in



T2.1: LIST OF RETURNABLE DOCUMENTS

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

T2.1: LIST OF RETURNABLE DOCUMENTS

iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name \_\_\_\_\_ of  
 company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
 number:.....

8.3 Company \_\_\_\_\_ registration  
 number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

T2.1: LIST OF RETURNABLE DOCUMENTS

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8.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:**  
.....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

T2.1: LIST OF RETURNABLE DOCUMENTS

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WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

T2.1: LIST OF RETURNABLE DOCUMENTS

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MBD 6.2

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

**1. General Conditions**

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

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

Where

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

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

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T2.1: LIST OF RETURNABLE DOCUMENTS

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

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## **2. Definitions**

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

T2.1: LIST OF RETURNABLE DOCUMENTS

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
New Transformer 16kVA,11kV/230V	90%
New Transformer 32kVA,11kV/415V	90%
New Transformer 64kVA,11kV/415V	90%
New Transformer 150kVA,11kV/415V	90%
New Transformer 100kVA,11kV/415V	90%
Cables	90%
Household prepaid meters	70%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 5.1. If yes, provide the following particulars:

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

(Documentary proof regarding the declaration will, when required, be submitted to

T2.1: LIST OF RETURNABLE DOCUMENTS

the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

**IN RESPECT OF BID NO. ....**

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

NB

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

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

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

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

T2.1: LIST OF RETURNABLE DOCUMENTS

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

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

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

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

T2.1: LIST OF RETURNABLE DOCUMENTS

SATS 1286.2011

## Annex C.1(a)

### Local Content Declaration - Summary Schedule - Pumps

(C1)	Tender No.						
(C2)	Tender description:						
(C3)	Designated product(s)						
(C4)	Tender Authority:						
(C5)	Tendering Entity name:						
(C6)	Tender Exchange Rate:	Pula		EU		GBP	
(C7)	Specified local content %						

**Note:** VAT to be excluded from all calculations

Tender item no's	List of items	Calculation of local content					
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Transformer 16kVA, 11kV/230V						
	Transformer 32kVA, 11kV/415V						
	Transformer 64kVA, 11kV/415V						
	Transformer 100kVA, 11kV/415V						

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)



T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 8

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

T2.1: LIST OF RETURNABLE DOCUMENTS

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

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
 DECLARATION FORM TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js367bW

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

T2.1: LIST OF RETURNABLE DOCUMENTS

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**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

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

**MBD 9**

T2.1: LIST OF RETURNABLE DOCUMENTS

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

<sup>3</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.

T2.1: LIST OF RETURNABLE DOCUMENTS

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE E:        RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE  
FOR THE COMPANY**

*[Recent statement / letter from the landlord confirming rent is up to date or recent statement from landlord].*

.....

Signature

*(of person authorised to sign on behalf of the Tenderer)*

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE F:            RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE  
FOR THE DIRECTORS**

**[Recent statement / letter from the landlord confirming rent is up to date or recent statement  
from landlord].**

.....

Signature

*( of person authorised to sign on behalf of the Tenderer)*

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE G: CERTIFICATE OF AUTHORITY**

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

**(I) CERTIFICATE FOR COMPANY**

I, ....., chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board (copy attached) taken on ..... 20.....,

Mr/Ms ....., acting in the capacity of ....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....

2.....

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as .....hereby authorize Mr/Ms .....,

acting in the capacity of ....., to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note :** This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

**(III) CERTIFICATE FOR PARTNERSHIP**

T2.1: LIST OF RETURNABLE DOCUMENTS

We, the undersigned, being the key partners in the business trading as,

.....

hereby authorise Mr./Ms .....  
 acting in the capacity of ....., to sign all

documents in connection with the tender for Contract No ..... and any  
 contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
	.....		
	.....		
	.....		

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

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms....., authorized signatory of the company, ..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No .....and any contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner	.....	
	.....	
	.....	

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

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

T2.1: LIST OF RETURNABLE DOCUMENTS

---

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

**Signature** of Sole owner: .....

As Witnesses:

1.....

2. ....

Date: .....

.....

Signature

.....

Date

*(of person authorised to sign on behalf of the Tenderer)*

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE H: CERTIFICATE OF ATTENDANCE AT SITE MEETING**

This is to certify that (*tenderer*)

.....

of (*address*) .....

..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at Endumeni Municipality offices on the **03 FEBRUARY 2022** starting at **09H00**

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

**Particulars of person(s) attending the meeting:**

Name: ..... Signature: .....

Capacity: .....

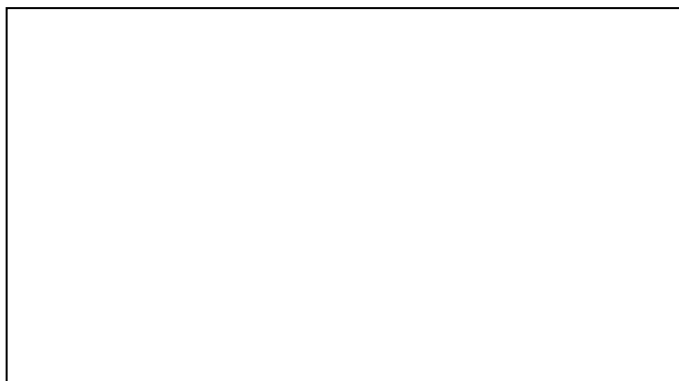
Name: ..... Signature: .....

Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:**

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....



Municipality Stamp

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE I: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1. Name of enterprise:** \_\_\_\_\_

**Section 2. VAT registration number, if any:** \_\_\_\_\_

**Section 3. CIDB registration number, if any:** \_\_\_\_\_

**Section 4. Particulars of sole proprietors and partners in partnerships.**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than three partners.

**Section 5. Particulars of companies and close corporations**

Company registration number: \_\_\_\_\_

Close corporation number: \_\_\_\_\_

Tax reference number: \_\_\_\_\_

**Section 6. Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |   |   |
|---|---|
| <input type="checkbox"/> a member of any municipal council                                      | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                 | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity             |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                    |   |

If any of the above boxes are marked, disclose the following\*:





T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE J: RECORD OF ADDENDUM TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

<b>ADD. No</b>	<b>DATE</b>	<b>TITLE OR DETAILS</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

.....

Signature

*(of person authorised to sign on behalf of the Tenderer)*

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE K: CERTIFIED COMPANY REGISTRATION CERTIFICATE AND OWNERSHIP ID DOCUMENT**

.....  
Signature

.....  
Date

*(of person authorised to sign on behalf of the Tenderer)*

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE L: PLANT AND EQUIPMENT**

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

Note: Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

**(a) Details of major equipment that is owned by me / us and immediately available for this contract.**

DESCRIPTION ( <i>type, size, capacity etc.</i> )	QUANTITY	YEAR OF MANUFACTURE

*Attach additional pages if more space is required*

**(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION ( <i>type, size, capacity etc.</i> )	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

*Attach additional pages if more space is required*

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**1 Authorized Persons**  
**1.1 High Voltage Authorization**

Name	ID Number	Permit Expiry	Permit/Certificate Date / No

**1.2 LV Switching**

Name	ID Number	Permit Expiry	Permit/Certificate Date / No

**2 Eskom Mersey Accredited Linesman:**  
(Minimum requirement is one Eskom Mersey Accredited Linesman per team)

team No	Name	ID Number	Permit Expiry	Permit/Certificate Date / No
1				
2				
3				
4				
5				

**Important Note (Items 1 & 2):**

Copies of Identity and Documents and Permits / Certificates must be forwarded with tender submission. Any changes to the above must be approved by the Employer's Representative.

**3 Safety Representatives:**

Name	ID Number	Course / Certificate

**4 First Aiders**

T2.1: LIST OF RETURNABLE DOCUMENTS

---

Name	ID Number	Course / Certificate

**5 Tools & Equipment**

Item	Serial No	Calibration Certificate	Expiry

**6 Vehicles**

Make	Model	Registration No.

**Note:** By submitting bids, Bidders would be deemed as having confirmed permanent availability of the proposed staff should their bid be successful or undertake to propose alternative staff of equivalent experience to those originally listed should that not be the case. Failure to do this may result on the awarded bid being reviewed and the bidder may risk proposal being set aside.

.....  
Signature Date  
(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE M: EXPERIENCE OF TENDERER**

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

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

<b>EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER</b>	<b>CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER</b>	<b>NATURE OF WORK</b>	<b>VALUE OF WORK (inclusive of VAT)</b>	<b>DATE COMPLETED OR EXPECTED TO BE COMPLETED</b>

**Attach additional pages if more space is required.**

.....  
Signature Date  
(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE N: PRESENT COMMITMENTS**

The following are list of contracts or tenders that I or we are currently committed to complete.

<b>Employer and Contract Description</b>	<b>Contract Amount</b>	<b>Duration and Completion Date</b>	<b>Consulting Engineer</b>

Signature:..... Date: .....  
(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE O: PROPOSED SUBCONTRACTORS**

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

<b>NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS</b>	<b>NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED</b>	<b>PREVIOUS EXPERIENCE WITH SUBCONTRACTOR</b>

.....  
Signature Date  
(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE P: KEY PERSONNEL**

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Plant Operators						
Unskilled Workers						
Others:..... ..... ..... ..... ..... .....						

.....  
Signature

.....  
Date





T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE R: PRELIMINARY PROGRAMME**

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

***[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]***

.....  
Signature

.....  
Date

*(of person authorised to sign on behalf of the Tenderer)*

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE S: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

*(This is not an invitation for amendments, deviations or alternatives but should the Tenderer, desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).*

I / We herewith propose the amendments, alternatives and discounts. as set out in the tables below:

**(a) AMENDMENTS**

<b>PAGE, CLAUSE OR ITEM NO</b>	<b>PROPOSED AMENDMENT</b>

*[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;  
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

**(b) ALTERNATIVES**

<b>PROPOSED ALTERNATIVE</b>	<b>DESCRIPTION OF ALTERNATIVE</b>

*[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.  
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.  
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**(c) DISCOUNTS**

<b>ITEM ON WHICH DISCOUNT IS OFFERED</b>	<b>DESCRIPTION OF DISCOUNT OFFERED</b>

***[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced]***

.....

Signature

*(of person authorised to sign on behalf of the Tenderer)*

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE T: CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorised by the Tenderer must complete and sign the declaration hereafter in detail.

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
  - (a) From my own competent resources as detailed in 4(a) hereafter: ..... **\*Yes / No**
  - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... **\*Yes / No**
  - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ..... **\*Yes / No**

(\* = delete whatever is not applicable)
4. Details of resources I propose;

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)*

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS



T2.1: LIST OF RETURNABLE DOCUMENTS

---

**CONTRACTOR'S SAFETY PLAN**

*[The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form J and in T2.1]*

.....

Signature

*(of person authorised to sign on behalf of the Tenderer)*

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE U: TENDERER'S FINANCIAL STANDING**

In terms of Clause 9.2 of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (*at bank*):

***Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.***

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE V: FORM OF INTENT TO PROVIDE A PERFORMANCE  
GUARANTEE**

*[The Tenderer must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].*

.....  
Signature

.....  
Date

*(of person authorised to sign on behalf of the Tenderer)*

T2.1: LIST OF RETURNABLE DOCUMENTS

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**ANNEXURE W:            CONSTRUCTION METHOD STATEMENT**

*[The Tenderer shall attach here the construction method statement].*

.....

Signature

*(of person authorised to sign on behalf of the Tenderer)*

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE X: SKILLS DEVELOPMENT LEVY CERTIFICATE**

*[The Tenderer's Skills Development Levy Certificate to be inserted here].*

.....  
Signature

.....  
Date

*(of person authorised to sign on behalf of the Tenderer)*

T2.1: LIST OF RETURNABLE DOCUMENTS

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**ANNEXURE Y:        WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE**

*[The tenderer's Workmen's Compensation Registration Certificate or proof of payment of contributions to be inserted here].*

.....  
Signature

.....  
Date

*(of person authorised to sign on behalf of the Tenderer)*

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**ANNEXURE Z: UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION  
CERTIFICATE**

*[The Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here].*

.....

Signature

*(of person authorised to sign on behalf of the Tenderer)*

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

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**ANNEXURE AA: PROOF OF TENDER PURCHASE**

.....

Signature

*(of person authorised to sign on behalf of the Tenderer)*

.....

Date

T2.1: LIST OF RETURABLE DOCUMENTS

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**T.2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT THAT WILL BE INCORPORATED INTO THE CONTRACT**

**PREFERENTIAL PROCUREMENT DECLARATION AFFIDAVIT**

**IMPORTANT NOTES:**

1. *Tenderers with annual total revenue of R5 Million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.*
2. *Tenderers other than Exempted Micro Enterprises must submit an Original or certified copy of a Valid B-BBEE status level verification certificate substantiating their B-BBEE rating.*
3. *Submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.*
4. *These certificates must be submitted by each Tenderer and, in the case of a Consortium or Joint Venture, by every member of the Consortium or Joint Venture. Any subcontractor(s) nominated for participation in the contract must also submit these certificates.*
5. *False documents and/or information will invalidate the tender.*
6. *The B-BBEE status level attained by the tenderer must be used to determine the number of points contemplated in the table below.*
7. *The said certificates are essential and vital for the evaluation of the tender, and failure to submit these certificates will prejudice the tender and may invalidate it at the discretion of the Employer.*
8. *The information for registration as in the possession of the ENDUMENI MUNICIPALITY will apply.*
9. *It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.*

T2.1: LIST OF RETURNABLE DOCUMENTS

**BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)**

**BALANCED SCORECARD 2:**

**(80/20 PREFERENCE POINT SYSTEM)**

For competitive bids/price quotations with a Rand value above R150 000 000, 00

<b>Status Level of contributor</b>	<b>Scorecard</b>	<b>Preference Points based on scorecard (80/20 System)</b>	<b>Tick Score Claimed</b>
1	≥ 100 points	20	
2	≥ 85 but < 100 points	18	
3	≥ 75 but < 85 points	14	
4	≥ 65 but < 75 points	12	
5	≥ 55 but < 65 points	8	
6	≥ 45 but < 55 points	6	
7	≥ 40 but < 45 points	4	
8	≥ 30 but < 40 points	2	
Non-compliant Contributor	< 30 points	0	

---

T2.1: LIST OF RETURNABLE DOCUMENTS

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**T2.2.3 PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER**

- PERFORMANCE GUARANTEE ..... T.85
- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION REGULATIONS 2003 ..... T.87

**1. Invalid Tenders**

Tenders shall be invalid, and shall be endorsed and recorded as much as in tender opening records by responsible official (appointed by the Director: Supply Chain Management to pen the tenders) in the following instances:

1. If tender is not sealed:

1.2 The tender is not submitted on the Official Tender Offer:

1.3 If the tender is not completed in non-erasable ink:

1.4 If the tender offer and / or form of offer and acceptance has not been signed:

1.5 If the tender offer and/or form of offer and acceptance is signed but the tenderer is not stated, or is indecipherable: or

2. Non-Responsive Tenders

Valid tenders will be declared non-responsive and eliminated from further evaluation if:

2.1 The tenderer has been in the register for the tender defaulters in terms of section 29 of the prevention and combating or corrupting activities act, 12 of 2004 or has been listed on national treasury database a person prohibited from doing business with the public sector.

2.2 The tenderer has been listed on the Endumeni Municipality registered of the tender and contract defaulters as contemplated in the Endumeni Municipality

2.3 The tenderer does not comply with the general conditions as set out in the Endumeni Municipality

2.4 The tenderer has not adhered to the instructions as per the price schedule.

2.5 The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).

2.6 The tenderer has failed to complete and/or sign the required declarations and /r authorizations.

3. Disqualified Tenders

The tender will be disqualified and eliminated from further evaluation if it fails to adhere to a written request (within the specified period set out in such request) to:

3.1 Comply with one or more of the provisions contained in the instruction to tenderers:

3.2 Comply with any other terms and conditions of the tender documentation after being called upon to do so:

3.3 Submit an original and valid tax clearance certificate from South African Revenue Services certifying that the taxes of the tenderer are in order or that suitable arrangements have been made with SARS.

T2.1: LIST OF RETURNABLE DOCUMENTS

**PERFORMANCE GUARANTEE**

**Employer:** *(name and address)*.....  
.....  
.....

**Contract No:** .....

*(Contract title)* .....

**WHEREAS** .....

(hereinafter referred to as "the Employer") entered into, on the ..... day of ..... 20....,  
a Contract with .....  
(hereinafter called "the Contractor") for (*CONTRACT TITLE*) .....  
..... at .....

**AND WHEREAS** it is provided by said Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of the Contract by the Contractor;

**AND WHEREAS** .....(hereinafter referred to as the Guarantor) has/have at the request of the Contractor, agreed to give such security;

**NOW THEREFORE WE,** .....  
do hereby guarantee to the Employer under renunciation of the benefits of division and excussion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 150%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

T2.1: LIST OF RETURABLE DOCUMENTS

4. My/Our total liability in terms hereof shall be limited to the sum of R .....  
(in words ..... )  
(10 % of the tender sum) which amount I/we agree to hold at your disposal.
  
5. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.  
  
A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.
  
6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at .....  
.....
  
7. This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

**IN WITNESS WHEREOF** this guarantee has been executed by us at .....on this  
..... day of .....20.....

**Signature:** .....

Duly authorized to sign on behalf of: (*Guarantor*) .....  
.....

Address .....  
.....

**As witnesses:**

1. ....
  
2. ....

T2.1: LIST OF RETURNABLE DOCUMENTS

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND  
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

***[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]***

1. (a) Name and postal address of Contractor: .....  
.....  
(b) Name of Contractor's contact person: .....  
Telephone number: .....  
.....
2. Contractor's compensation registration number: .....
3. (a) Name and postal address of client: .....  
.....  
(b) Name of client's contact person or agent: .....  
Telephone number.....
4. (a) Name and postal address of designer(s) for the project: .....  
.....  
(b) Name of designer's contact person: .....  
Telephone number.....
5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): ..... Telephone number: .....
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).  
.....
7. Exact physical address of the construction site or site office: .....
8. Nature of the construction work: .....
9. Expected commencement date: .....
10. Expected completion date: .....
11. Estimated maximum number of persons on the construction site: .....
12. Planned number of subcontractors on the construction site accountable to Contractor: .....
13. Name(s) of subcontractors already chosen: .....  
.....  
.....

SIGNED BY:

CONTRACTOR:..... DATE:.....

CLIENT:..... DATE:.....

T2.1: LIST OF RETURNABLE DOCUMENTS

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**BILL 1 - PRELIMINARY & GENERAL**

MTSHILWANE ELECTRIFICATION				ESTIMATE	
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	
<u>1</u>	<u>Contractual Compliance</u>				
1.1	Compliance with all the contractual requirements of the contract, including project programming, outage management, weekly progress reporting, materials management, meetings and quality & environmental management.	Sum	1		
1.2	Establish facilities on site. The Contractor shall provide a fenced space with fence at least 1.8m high with a lockable gate for a temporary Site Office and Stores where all drawings and Specifications will be kept, as well as the provision of safe and ad				
	<u>Facilities for Contractor :</u>				
	a) Offices & storage sheds	Sum	1		
	b) Establishment of staff accommodation, office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified and facilities.	Sum	1		
	c) Ablution & latrine facilities	Sum	1		
	d) Tools & equipment	Sum	1		
	e) Water supplies, electric power & communications	Sum	1		
1.4	Removal of all items indicated above upon completion of construction and making good and restoring of the Site to the satisfaction of the Project Manager.	Sum	1		
1.5	Provision of "As Built" drawings.	Sum	1		
1.6	<u>Construction Name Board</u> - The Contractor shall place an order and collect from Eskom and maintain one project signboard bearing the name of the project, the name and logo of Eskom, and the Contractor.	Sum	1		
1.7	Provision of samples of materials to be used (only materials supplied by contractor) and construction thereof sample line and board.	Sum	1		
1.8	Provision for the compilation of the Construction Programme, to be done in MS Project and updated on a fortnight basis and Quality Assurance Programme for the works.	Sum	1		
<u>2</u>	<u>Occupational Health &amp; Safety Requirements</u>				
2.1	Provision for Legal and Contractual Compliance.	Sum	1		
2.2	Provision of personal protective equipment and clothing for all the contractor's staff, including sub-contractors.	Sum	1		
2.3	Provision of safety measures, e.g.. Fall arrest systems, shoring for safety purposes etc.	Sum	1		
2.4	Compliance with OH&S Act & Construction Regulations.	Sum	1		
<u>3</u>	<u>Compliance with the Requirements for the Expanded Public Work Programme</u> Note: The reports are to be submitted with the contractors monthly invoice.				

3.1	Compliance with the Requirements for the Expanded Public Works Programme (incl. monthly reports). Released at the end of the project	Sum	1		
4	<u>Eskom Materials</u>				
4.2	On Completion of the project, all unused Eskom supplied Non Free Issue materials shall be reconciled and qualified. Once authorised by the Consultant/Project Co-ordinator, the unused materials shall be transported to Eskom eMpangeni stores using the correct	km	1		
4.3	Re-pegging, Re-survey + Environmentalist	PS	1		
SUB TOTAL (BILL 1) PAGE 1 C/F					R -

## BILL 1 - PRELIMINARY & GENERAL

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE (SA RANDB)
	Amount brought forward from previous page				R -
5	Time Related Items (To maintain site for the duration of the project)				
5.1	Operate and Maintain Facilities on Site				
	Facilities for Contractor:				
	a) Offices & storage sheds	Month	2		
	b) Ablution & latrine facilities	Month	2		
	c) Tools & equipment	Month	2		
	d) Water supplies, electric power & communications	Month	2		
	e) Safety related items	Month	2		
5.2	Provision of office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / email as specified.	Month	2		
5.3	Contract management and full time supervision of the works	Month	2		
5.6	Community Liaison Officer conversant in Zulu or Xhosa and local cultural norms, to cater for all three areas	Month	2		
5.7	<u>Security</u> Contractor shall provide security guard/s to ensure the site including offices, storage sheds and all Eskom material are protected from theft or any damage. The Contractor needs to ensure that the above mentioned is guarded 24hrs a day.	Month	2		
6	<u>Environmental Management</u> Compliance to Environmental Management Plan/EMPR	Month	2		
TOTAL (BILL 1) PAGE 2					R -

**BILL NO 2 - MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC**

PROJECT NAME: MTSILWANE ELECTRIFICATION		ENQUIRY NO.	ESTIMATE				
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
<b>Transformers ("Non Free Issue" Item)</b>							
Supply, deliver and install on appropriate structure and secure as required including the termination of cables and conductors, the provision of suitable lugs for 35, 50 or 70mm conductor as required. Excluding cable, conductors, and the transformer structure.							
2.1	Transformer 16kVA, 11kV/240V Single Phase Coastal		No	6			
2.2	Transformer 32kVA, 11kV/460V Dual Phase Coastal	DDT 3021	No				
2.3	Transformer 50kVA, 11kV/400V Three phase Coastal	DDT 3021	No				
2.4	Transformer 100kVA, 11kV/400V Three phase Coastal	DDT 3021	No				
<b>New Section Breaker</b>							
Supply, deliver and install new MV Auto Reclosers. Install on appropriate structure and secure as required including the termination of cables and conductors, the provision of suitable lugs for 35, 50 or 70mm conductor as required. Structure and installation of auxiliaries is measured elsewhere.							
2.8	Section Breaker	D-DT 1829	No	1			
<b>Replacement of Auxiliaries (Sectionalisers and Links)</b>							
2.9	The unit rate shall allow for the complete elevated replacement of the following auxiliaries, the rate shall include all materials required to remove, reposition the auxiliary with new assembly in accordance the Eskom Standard.						
2.10	2 Phase Section link - Cut-out - 2.5M X-ARM - 200A 22kV - Single pole c/w inserts	D-DT 1848	No				
	3 Phase Equipment link - Cut-out - 2.5M X-ARM - 200A 22kV - Single pole c/w inserts	D-DT 1848	No				
	3 Phase Equipment link - Cut-out - 3.5M/4.5M X-ARM - 200A 22kV - H-pole c/w inserts						
<b>Medium Voltage Surge Arrestors</b>							

2.11	Supply, deliver, off load on site and safely store on site the following surge arrestors, complete with galvanised steel mounting brackets for securing the surge arrestor, nuts, bolts, washers and lock washers as specified. Secure the surge arrestors and brackets to the transformer as specified including the termination of conductors. Excluding the conductors and transformer.  11kV, 10kA Surge arrestor Coastal  22kV, 19,2kA Surge arrestor Coastal	D-DT 1847	No	5				
2.12		D-DT 3100	No					
2.13		DDT 3100	No	12				
				#REF!				
Amount carried over to next page							R	-

Item	Description	Detail Reference	Unit	Tender Quantity	R	-	Total Price (R)	
Amount brought forward from previous page							R	-
	Neutral Surge Arrestor							
	Supply and install a LV surge arrestor including lugs and galvanised bolts Surge arrestor	DDT D270	No	6				
2.14	Transformer Earthing							
	Supply and install all materials for the complete earthing of transformers and bulk meter structures for ABC networks as specified. Included in the rate shall be all required spikes, insulated copper conductor, galvanised conduits, staples, bare copper, excavations, backfilling, etc. The rate shall allow for one MV earth electrode only, consisting of four earth spikes in accordance with the specifications. Additional earth spikes/conductor shall be measured elsewhere if required.							
2.15	MV Earth Transformers (Incl Aux trfr)	DDT 1860	No					
2.16	MV Earth Section Breaker	DDT 1829B	No	6				
TOTAL : Carried forward to summary							R	-

**BILL NO 3 - MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM**

PROJECT NAME: MTSILWANE ELECTRIFICATION		ENQUIRY NO.		ESTIMATE			
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Conductor ("Non Free Issue" Item)						
				8700			
Note	Safely store on sealed drums with ends adequately secured and transport to site conductor as specified. String conductor as specified including splices, jumper conductor ties, strain clamps, suspension clamps, tensioning, sagging, etc. The following dimensions will all be "CONDUCTOR LENGTH" not route length, allowance made for sag, waste.						
3.1	FOX Three Phase Dual Phase		m				
3.2	Supply and install all material as specified for the construction of the following MV structures. Including bonding of hardware and earthing. All excavations, poles, crossarms and stays are measured elsewhere  Dual phase - Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation		m				
3.3	Dual phase - Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation RX	D-DT-1340B	No				
3.4	Dual phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation	D-DT-1340B	No				
3.5	Dual phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation RX	D-DT-1343	No				
3.6	Dual phase - Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	D-DT-1343	No				
3.7	Dual phase - Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation RX	D-DT-1344	No				
3.8	Dual phase - Delta / 2,5m Wood X-arm - Strain - Terminal	D-DT-1344	No				
3.9	Dual phase - Delta / 2,5m Wood X-arm - Strain - Terminal RX	D-DT-1346	No				
3.10		D-DT-1346	No				
	Amount carried over to next page						R 0.00

Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						R 0.00

3.16	Three phase - Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	D-DT-1740B	No	19			
3.17	Three phase - Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation RX	D-DT-1740B	No	7			
3.18	Three phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation	D-DT-1743	No				
3.19	Three phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation RX	D-DT-1743	No	2			
3.20	Three phase - Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	D-DT-1744	No				
3.21	Three phase - Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation RX	D-DT-1744	No	1			
3.22	Three phase - Delta / 2,5m Wood X-arm - Strain - Terminal	D-DT-1746	No	5			
3.22a	Three phase - Delta / 2,5m Wood X-arm - Strain - Terminal RX	D-DT-1746	No				
3.37	Three phase -Delta / 4,5m Wood X-arm - Strain - 0° Deviation	D-DT-1770	No	5			
3.44	Three phase - Take-off / 2,5m Wood X-arm	D-DT-1804	No	4			
3.49	Transformer - Single pole mount - 16-64kVA - General arrangement	D-DT-1860	No				
3.51	Transformer - Double pole mount - out-of-line arrangement	D-DT-1865B	No	2			
3.52	Transformer - Single pole mount - out-of-line arrangement	D-DT-1866B	No				
3.53	Recloser Structure	D-DT-1829B	No				
TOTAL : Carried forward to summary							R 0.00

Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						R 0.00
	<b>Testing</b>						
	Allowance shall be made for the complete testing and commissioning of the Medium Voltage overhead distribution system						
3.54	MV Test (per transformer installation, Incl Aux Trf)		No	6			
3.55	MV Test (Recloser)		No				
TOTAL : Carried forward to summary							R 0.00

**BILL NO 4 - LV OVERHEAD DISTRIBUTION LINES**

PROJECT NAME: MTSHWANE ELECTRIFICATION		ENQUIRY NO.		ESTIMATE			
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
Note	<p><b>LV ABC</b></p> <p>The LV insulated aerial bundle conductor system shall be in accordance with SABS 1418 and insulated in accordance with SABS 0198 and the Distribution Standard Part 3.</p> <p>The unit rate per meter shall include the tensioning and stringing of the bundle in accordance with the sag and stress tables provided by the manufacturer with all plant, equipment and accessories required to erect an LV overhead bundled distribution line i.e. Drum trailer, winch, wind-off pulleys, pulling rope/cable with connection, dynamometer, slide-lock, sheathed synthetic-fibre belt, woven snatch belt, snatch block, tackle, shackle, etc.</p> <p>Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, off-cuts, etc.</p> <p>Contractor to Safely store and transport to site and string. The conductor will be delivered on sealed drums and adequate allowance shall be made for the correct handling thereof.</p>						
4.1	Single phase ABC (35mm <sup>2</sup> ) Insulated Neutral						
4.2	Dual phase ABC (35mm <sup>2</sup> ) Insulated Neutral						
4.3	Single phase ABC (70mm <sup>2</sup> ) Insulated Neutral						
	<p><b>LV STRUCTURES</b></p> <p>Allow for the assembly of the following LV strain and suspension assemblies in accordance with the specifications shown in the drawings. Including all earthing, drilling of holes and treating of drilled holes. All LV ABC hardware, line connectors, PVC cable ties, nuts, bolts, washers, lock washers shall be allowed for in the appropriate item below. Excluding the supply and planting of poles, stays and struts, which are measured elsewhere.</p>						
			m m m	2653			
	Amount carried over to next page						R 0.00

Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						R 0.00
	Supply and install all the materials as specified for the following						
	<b>LV STRUCTURES SINGLE PHASE</b>						
4.6	ABC Suspension Assembly 0-30	DDT-1153	No	35			
4.7	ABC Terminal Assembly	DDT-1154	No	20			
4.8	ABC Strain Assembly (0-60°)	DDT-1155	No	5			
4.9	ABC Strain Assembly (60-90°)	DDT-1156	No	10			
4.10	ABC T-off from Intermediate	DDT-1157	No	1			
4.11	ABC Intermediate Suspension Assembly	DDT-1158	No				
4.12	ABC T-off from Strain	DDT-1159	No	1			
4.13	ABC T-X Intermediate Strain Assembly	DDT-1160	No				
	<b>LV STRUCTURES DUAL PHASE</b>						
4.14	ABC Suspension Assembly 0-30	DDT-1145	No				
4.15	ABC Terminal Assembly	DDT-1146	No				
4.16	ABC Strain Assembly (0-60°)	DDT-1147	No				
4.17	ABC Strain Assembly (60-90°)	DDT-1148	No				
	<b>LV STRUCTURES THREE PHASE</b>						
4.22	ABC Suspension Assembly 0-30	DDT-1100	No				
4.23	ABC Terminal Assembly	DDT-1120	No				
4.28	ABC T-off from Strain	DDT-1142	No				
4.29	ABC T-X Intermediate Strain Assembly	DDT-1143	No				
	Amount carried over to next page						R 0.00

Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						R 0.00

	<p>LV Fuse Switch Units</p>						
	<p>Supply, deliver to site, off load on site and safely store. The fused switch shall be supplied complete with the pole mounting bracket, nuts, bolts, washers, etc. for securing the unit to the wooden pole. The fuses shall be supplied with the fuse switch unit. Fuse ratings shall be as shown on the drawings. Install the on load fused disconnecting switch on the transformer structure including the drilling of holes as required, including the termination of the LV ABC to the unit.</p>						
4.30	63A Load disconnecting switch similar to MORSDORPHER 63A		No				
4.31	80A Load disconnecting switch similar to MORSDORPHER 80A		No				
4.32	125A Load disconnecting switch similar to MORSDORPHER 125A		No	10			
	Amount carried over to next page						R 0.00

Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						R 0.00
	<b>LV Pole Mounted Service Boxes</b>						
	Supply, deliver and install on a wooden and/or concrete pole a pole mounted distribution box as specified complete with pole mounting brackets, cable ties, PG clamps, miniature circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to LV ABC, insulation piercing connectors and factory installed cable openings. Included shall be the stainless steel strapping and buckles and terminations of the tails onto the LV ABC.						
4.33	0-2 York type box, complete with insulated copper tails, insulation piercing connectors and nylon compression glands. <b>(Split Metering)</b>		No	20			
4.34	1-4 York type box, complete with insulated copper tails, insulation piercing connectors and nylon compression glands. <b>(Split Metering)</b>		No				
4.35	5-8 York type box, complete with insulated copper tails, insulation piercing connectors and nylon compression glands.		No				
	<b>Earthing of LV Network</b>						
Note	All MV transformer earthing is measured elsewhere and all LV earths per structure are measured with the structure. This section is intended for LV earths at transformers	DDT 3055					
	Allowance shall be made for the testing of the earth resistance for the entire reticulation system in accordance with the TN-C-S earthing system as defined in the Distribution Standard Part 2 and any earth tests which may be required in terms of the standard and detailed specifications.	DDT 3055					
	LV Earth						
4.36	<b>Testing</b>		No	6			
	Allowance shall be made for the testing of each LV ABC distributor on accordance with the project specification. Included shall be the provision of test certificates and all documentation as required.						
4.37	LV Test	DDT 0637	No	6			

TOTAL : Carried forward to summary						R 0.00
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BILL NO 5 - SUPPORT FOR OVERHEAD RETICULATION							
PROJECT NAME: MTSHILWANE ELECTRIFICATION			ENQUIRY NO		ESTIMATE		
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
Note				56			
	Poles and Crossarms	D-DT-0055	No	2			
	Poles for service connections are measured hole, including	D-DT-0055	No	.			
	Supply and install pole in excavated cut blocks, bonding,						
5.1	and scaffolding, kicking treating, € compaction are	D-DT-0055	No	18			
5.2	Excavations and measured elsewhere.	D-DT-0051	No	17			
5.2	7m Pole, 120-139mm top diameter	D-DT-0051	No	1			
5.2	9m Pole, 140-159mm top diameter	D-DT-0053	No	1			
5.3	10m Pole, 160-179mm top diameter	D-DT-0053	No				
5.4	11m Pole, 160-179mm top diameter	D-DT-0053	No				
5.5	11m Pole, 180-199mm top diameter						
5.6	11m Pole, 200-219mm top diameter						
5.7	12m Pole, 160-179mm top diameter			43			
	12m Pole, 180-199mm top diameter	D-DT-0316	No				
	Supply, off load and install the following	D-DT-0317	No				
5.8		D-DT-0317	No	2			
5.9	2.5m, 140-159mm Diameter	D-DT-0317	No				
5.10	3.5m, 140-159mm Diameter						
5.11	4.5m, 160-179mm Diameter						
	6m, 160-179mm Diameter						
	Stays, Flying Stays and Anti-Climbing Devices						



5.22	Hole for 12m pole - 2.0m deep	No	1	
5.23	Hole for 13m pole - 2.2m deep	No		
5.24	Hole for MV stay - 1.5m deep	No	31	
5.25	Hole for MV strut - 1.8m deep	No	0	
5.25	Hole for LV stay - 1.4m deep	No	39	
5.26	Hole for LV strut - 1.4m deep	No	0	
5.27	Pole Stabilisation Material - Up to 2,2m deep (each hole to be verified by Eskom's Clerk of Works) (The rate includes importing soil and transport)	No		
5.28	Mechanical Excavations - holes by compressor or other drilling equipment for holes closer to houses - Up to 2,2m deep (each hole to be verified by Eskom's Clerk of Works) (The rate includes importing soil and transport)	No	20	
<b>Line Route Clearing</b>				
5.29	Clearing of trees from a servitude, including the stacking or disposal of cuttings and debris as directed by Eskom, and the poisoning of stumps with an approved poison/herbicide as per OHS Act & Eskom Regs. Cut bush & trees to be cut into 1-2m strips and removed from the MV/LV servitude. Allow for working in the area where appropriate. Security for Contractor to have certificates for ORHVS, Environmental Awareness, Plant	m2		
5.30	Identification, Safe Working Procedures & Correct use of herbicides. The CoW must audit quantities below and sign off as being correct, on notification from the Contractor to do so.	m2		
5.31	Dense Bush (thin dense blackwattles, thornbush or brambles - not possible to walk through) MV strip (12m either side of the centre line) to be cleared and poisoned	No		
5.32	Ditto, but for LV (1m either side of the centre line or as per Eskom Regulations & TSC request) and no poisoning required.	No		
	Small Trees (less than 30cm diameter scattered bush or plantation - accessible on foot) MV strip (12m on either side of the line)	No		
	Large Trees (greater than 30cm diameter) including poisoning/herbicides. Trees to be cut down as close as possible to the ground, but not higher than 50mm from ground level. Special equipment & expertise to be accommodated for where required for trees close to houses, roads, sensitive areas etc...	No		

Amount carried over to next page							R 0.00
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Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						R 0.00
	Pole Labels			10			
				6			
				10			
	Supply and install labels on all poles in accordance with the specifications including the provision of all fixing materials						
	Equipment labels (Trfs, links, SB)						
	Transformer max fuse labels						
5.29	Warning labels		No				
5.30			No				
5.31	General		No				
	Supply and install labels Spiral Vibration Dampers as per the DT Standards						
5.32	Vibration Dampers, Spiral (Fox)	D-DT-3175	No				
5.33	Bird Flappers (Fox)	D-DT-3053	No				
	TOTAL : Carried forward to summary						R 0.00

**BILL NO 6 - HOUSE CONNECTIONS**

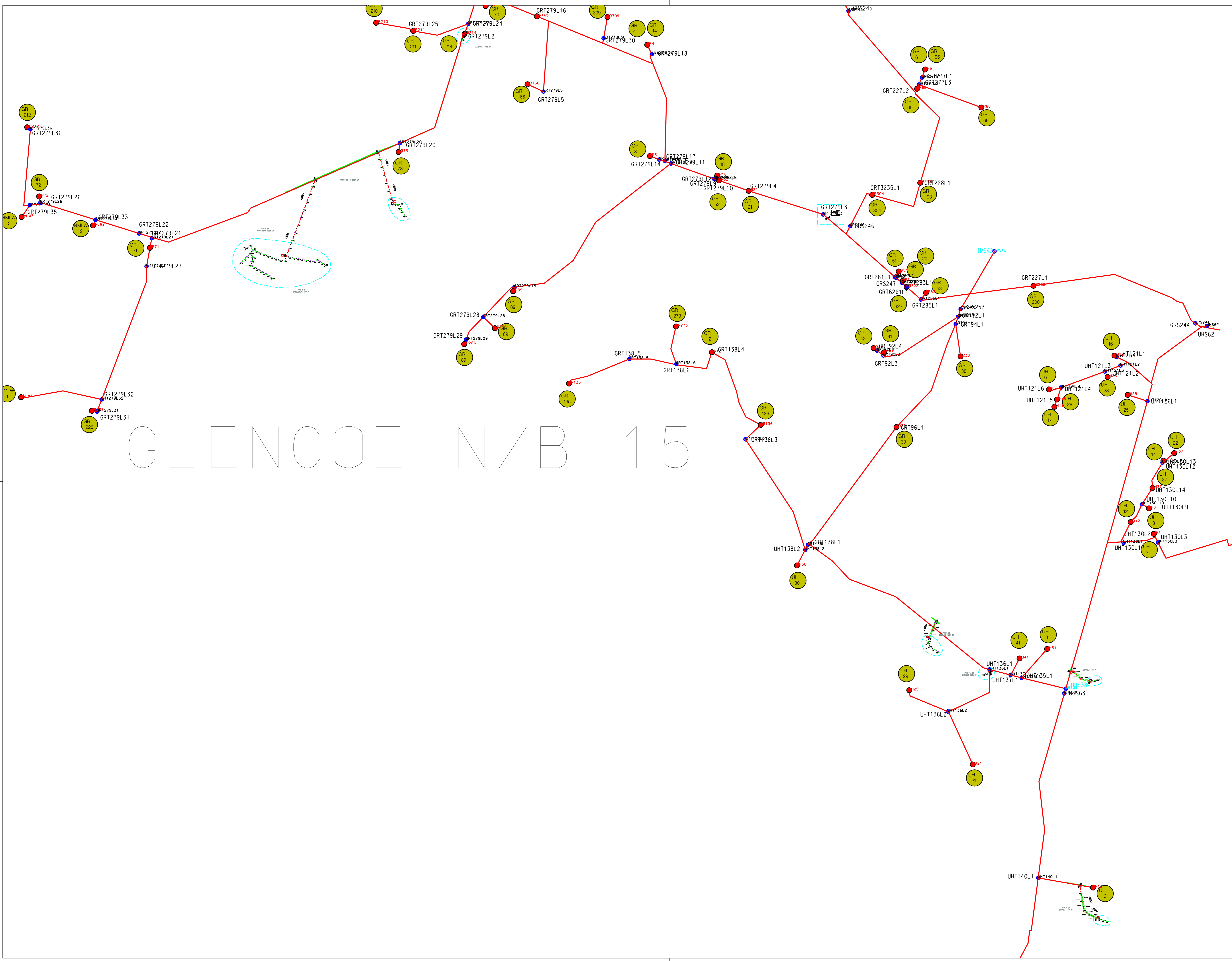
PROJECT NAME: MTSILWANE ELECTRIFICATION		ENQUIRY NO		ESTIMATE			
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	<b>House Connections</b>						
	House Connections (Type B), test and commissioning complete. Poles and excavation are measured elsewhere.						
	<b>Type B</b>						
6.1	Supply, delivery off load on site and safely store on site to install the following Split Meter Base, Keypad, complete with rail, galvanised steel mounting brackets for securing to the dwelling, nuts, bolts, washers and lock washers as required. Secure the passive base, Keypad and brackets to the dwelling as required including the termination of conductors. Excluding the conductors.	D-DT-0361	No	24			
	METER, SPLIT DIN RAIL 20A PLC + CUI						
	READYBOARD,SPLIT METER 2x16A SKTS						
6.2		D-DT-3145	No	24			
6.3		D-DT-3176	No	24			
	<b>Conductor ("Non Free Issue" Item)</b>						
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, cut-offs etc.						
	Contractor to supply, deliver, safely store, transport to site and string. Installation includes all glands, lugs, shrouds, termination and connections as required.						
6.4	Cable 1kV 10mm <sup>2</sup> Concentric Cu	D-DT-3140	m	1,200			
	Amount carried over to next page						R -

Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						R -
	<b>Sundry Items</b>						

	Supply and install pole in excavated hole, including cutting and scaffolding, kicking bolts, bonding, treating, etc. Excavations and compaction are measured elsewhere.						
6.5	5m Pole, 80-99mm top diameter	DDT 0058	No	24			
6.6	7m Pole, 120-139mm top diameter	DDT 0050	No	-			
	Determination of pole positions, excavate in all ground conditions as necessary, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval of the PM(C).						
	Hole for 5m service pole - 1m deep						
	Hole for 7m service pole - 1.4m deep						
	Sealing of meters						
	<b>House Labels</b>						
	Supply and install house labels in accordance with the specifications including the provision of all fixing materials		No				
6.7	Morsdorfer labels		No				
6.8	LV Pole labels (rate includes label and 4x clout nails)		No	24			
6.9	LV Phasing labels		No	24			
6.10	Detailed Data Capture onto a PCS upon the successful energising of a customer. Payment will only be made upon the successful loading of the Data onto Eskom's CorDaptix software system. Resolve queries raised by Eskom and/or the Engineer.		No				
6.11			No	60			
6.12			No	50			
6.13			No	50			
6.14			No	24			
TOTAL : Carried forward to summary							R -

# GLENCOE N/B 15

SYMBOL	DESCRIPTION
	LV POLE WITH STAY
	LV POLE WITH SHORT STAY
	LV POLE WITH FLYING STAY
	MV POLE WITH STAY
	MV POLE WITH SHORT STAY
	MV POLE WITH FLYING STAY
	TRANSFORMER
	LV POLE
	MV POLE
	SHARING POLE
	KICKER POLE (5-7.5M)
	LV LINK/BREAKER/SEC.-METER UNIT
	MV FUSE
	LV FUSE
	CABLE JOINT(MKLV)
	MV CROWS FEET / EARTH SPIKE
	LV CROWS FEET / EARTH SPIKE
	SA.
	PISTON MAST
	ABC 35mm 1 PHASE
	ABC 35mm 2 PHASE
	ABC 35mm 3 PHASE
	ABC 70mm 1 PHASE
	ABC 70mm 2 PHASE
	ABC 70mm 3 PHASE
	ABC 150mm + STREET LIGHT CABLE
	ABC 70mm + STREET LIGHT CABLE
	LV FOX CONDUCTOR
	LV GOPHER CONDUCTOR
	LV HARE CONDUCTOR
	LV SQUIRREL CONDUCTOR
	LV WOLF CONDUCTOR
	MV GOPHER CONDUCTOR
	MV HARE CONDUCTOR
	MV MINK CONDUCTOR
	MV FOX CONDUCTOR
	MV SQUIRREL CONDUCTOR
	MV WOLF CONDUCTOR
	SERVICE CONNECTIONS 4/10/16mm
	SERVY. CONNCT.- 3/5 4/10/16mm
	CONDUCTOR PHASING
	POLE BOX CONNECTION PHASE
	STREET LIGHT
	STREET LIGHT CABLE
	TELECOM LINE
	TELECOM POLE



ANNOTATIONS			
01			
02			
03			
04			
NO	DATE	INITIALS	SIGNATURE
MISSING		REVISIONS	
CONSULTANT		CONSULTANT	

267 PRINCE ALFRED STREET  
 FLETCHERSTOWN

EASTERN REGION  
 MIDLAND REGIONAL OFFICES  
 MIDLAND 5  
 MIDLAND 3900

PROJECT: MTSHILWANE ELECTRIFICATION

CLIENT:

SCALE: NTS  
 DRAWN: J. BHENGU  
 DATE: 18/11/2021  
 DRAWING NO.: MTSHI-ELEC-D/VIEW

CONTRACT NO.: B33 342 2233  
 CHECKED: BUSISIWE MOHAWAZI  
 APPROVED: J. BHENGU

REV. A