



BID DOCUMENT FOR:

PANEL OF THREE (03) ELECTRICAL CONTRACTORS FOR NEW MEDIUM VOLTAGE/ LOW VOLTAGE INSTALLATION WORK INCLUDING DIRECT CUSTOMERS ON THE KSD OVERHEAD AND UNDERGROUND ELECTRICAL NETWORK AT VARIOUS LOCATIONS WITHIN KSDM FOR A PERIOD OF THREE (03) YEARS.

BID NUMBER: 015/2025/26

BIDDER:

BID PRICE:

CLOSING DATE: 05 MAY 2026

CLOSING TIME: 12H00

CSD SUPPLIER NUMBER:

CRS NUMBER:

PREPARED BY:

SUPPLY CHAIN MANAGEMENT OFFICE
KSD MUNICIPALITY
MUNITATA BUILDING
CORNER OWEN & GENERAL SABELO VICTOR GAWETHA STREET
MTHATHA
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INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (KING SABATA DALINDYEBO MUNICIPALITY) MBD 1					
BID NUMBER:	SCM NO: 015/2025/26	CLOSING DATE:	05 MAY 2026	CLOSING TIME:	12h00
DESCRIPTION	PANEL OF THREE (03) ELECTRICAL CONTRACTORS FOR NEW MEDIUM VOLTAGE/ LOW VOLTAGE INSTALLATION WORK INCLUDING DIRECT CUSTOMERS ON THE KSD OVERHEAD AND UNDERGROUND ELECTRICAL NETWORK AT VARIOUS LOCATIONS WITHIN KSDM FOR A PERIOD OF THREE (03) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SIGN SLA					

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

KSD LOCAL MUNICIPALITY					
MUNITATA BUILDING					
CORNER OWEN & GENERAL SABELO VICTOR GAWETHA STREET					
MTHATHA					
5099					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		DEPARTMENT	TECHNICAL SERVICES	
CONTACT PERSON	Ms N. Pilani		CONTACT PERSON	Mr S. Bangiso	
E-MAIL ADDRESS	pilanin@ksd.gov.za		E-MAIL ADDRESS	bangisos@ksd.gov.za	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

SIGNATURE OF BIDDER:

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



BID NOTICE

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

No.	Project Name	CIDB Grading	Evaluation Criteria	Compulsory Briefing Session/ site inspection	Bid Number	Closing Date	Enquiries
1.	Panel of three (03) electrical contractors for new medium voltage/ low voltage installation work including direct customers on the KSD overhead and underground electrical network at various locations within KSDM for a period of three (03) years	2EP or higher	80/20	To be held at No.6 Mveliso street, Vulindlela Heights - Mthatha on the 9 th of April 2026 at 10h00	SCM: 015/2025/26	Date: 05/05/2026 Time: 12H00	Technical Enquiries may be directed to: Mr S. Bangiso (Technical services) Email: bangisos@ksd.gov.za
2.	Supply & delivery of four (04) branded flushable mobile VIP toilets – and 08 branded chemical non-flush mobile toilets. Once-Off RE-ADVERTISEMENT	N/A	80/20	N/A	SCM: 044/2024/25	Date: 16/04/2026 Time: 12H00	Technical Enquiries may be directed to: Mr B. Maqeda (Community services) Email: maqedab@ksd.gov.za
3.	Panel of five (05) Conveyancers to undertake conveyancing work for a period of three (03) years	N/A	80/20	To be held at Mthatha town hall on the 9 th of April 2026 at 12h00	SCM: 024/2025/26	Date: 05/05/2026 Time: 12H00	Technical Enquiries may be directed to: Mr G. Saki (Human Settlements) Email: sakiq@ksd.gov.za

Place of Tender box: **1st Floor, Munitata Building, Next to Room 146.** All bids must be sealed and clearly marked with SCM Number and Project Name and be placed in a tender box. Tender documents can be downloaded free of charge from the National Treasury's tender portal (<http://www.etenders.gov.za/content/advertised-tenders>) and the King Sabata Dalindyebo website (www.ksd.gov.za) as from the **2nd of April 2026.**

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

BIDDERS MUST TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- a) Failure to submit comprehensive JV agreement (where applicable), failure to do so will result in a tender deemed non-responsive.
- b) Individual partners of JV are to comply and submit all relevant documents, failure to do so will result in a tender deemed non-responsive.
- c) Failure to complete properly and/ or in full tender forms, MBD 1 to MBD 9 and Annexures A to F will result in a tender deemed non-responsive.
- d) Failure to declare in MBD 4 companies involve in, will result in a tender deemed non-responsive.
- e) Bidders must sign MBD 5 for any offer amounting or exceeding R10 million. "If the value of the transaction is expected to exceed R10 million - VAT included), require bidders to furnish- if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements -for the past three years; or since their establishment if established during the past three years.
- f) Bidders holding a CIDB grading of Level 6 or higher who are a legible to work allocation of more than 10 million must submit audited financial statements for the past three (3) financial years.
- g) In cases where a bidder has already been awarded work and the Employer issues a subsequent advertisement to appoint additional bidders to the panel, such awarded bidders shall not submit new bids, as they are already appointed on the panel.
- h) The bidder to submit Audited financial statements for the past three financial years for any offer amounting to or exceeding R10 million inclusive of VAT.
- i) Failure to submit or complete supplementary information will result in the tender being null, void and non-responsive.
- j) Bidders must submit latest municipal rates statement (not older than three months) showing that municipal rates are not in arrears for periods in excess of three months, bidder who operate on leased properties are to submit a valid lease agreement and bidders residing on areas not subjected to Municipal rates are to submit a confirmation from the Municipality's Finance Department confirming that such a bidder is not liable for municipal rates, lastly bidders must provide municipal rates statement of the director's properties, failure to do so will result tender deemed non-responsive.

- k) The KSD Municipality reserves the right to disqualify any service provider whose members and or shareholders owe municipal rates & taxes.
- l) The KSD Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
- m) All certified copies submitted with a tender document must not be older than six months, failure to do so will result tender deemed non-responsive.
- n) All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive
- o) Use of tipex is prohibited and the bidder will be deemed non-responsive.
- p) Bid document must be filled in black pen and are not to be typed in.
- q) Bids submitted will hold good for a period of 90 days.
- r) Failure to be registered on Central Supplier Database registration will result in a tender being disqualified.
- s) Bids that are late, incomplete, unsigned, or submitted by fax, mail or electronically including copy of a tender document, will not be accepted.
- t) All bidders who fail to attend compulsory briefing sessions for SCM NO:015/2025/26; 024/2025/26, their bids will not be considered
- u) All bids must be sealed and clearly marked with SCM Number and Project Name and be placed in a tender box; failure to do so the document will not be considered.
- v) In terms of the Preferential Procurement Policy Framework ACT 2022 (PPPFA) Points will be evaluated based on the following criteria:
 - a. Stage 1 Compliance.
 - b. Stage 2 Functionality (with a minimum threshold of 70 points out of 100 points to be attained by bidder in order to be evaluated further on the next stage).
 - c. Stage 3 Price and Specific goals. (Proof of attainment - Full Central Supplier Database report)
- w) All queries must be in a form of an e-mail, and there will be no queries that will be entertained 5 working days before the closing date.
- x) The total cost based on rates calculated in the pricing schedule must match the amount reflected on the front page of the bid (Bid price). Failure to provide a match total cost based on rates will render the bid non-responsive.
- y) The tender will be evaluated and adjudicated on the basis of the Preferential Procurement Policy Framework Act, and the regulations pertaining thereto (2022 Regulations), as well as the King Sabata Dalindyebo Municipality's Supply Chain Management policy. The preference point system to be used is specified for each project as per the KSDLM SCM policy.
- z)

SCM related enquiries may be directed to the SCM Unit at pilanin@ksd.gov.za

N. Pakade (Mr)
Municipal Manager

B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

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

1.1 GENERAL PREREQUISITES

Introduction

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

Criteria

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

Joint Ventures

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

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

C. GENERAL CONDITIONS OF BID

1. INTERPRETATION

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

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

2. EXTENT OF BID

PANEL OF THREE (03) ELECTRICAL CONTRACTORS FOR NEW MEDIUM VOLTAGE/ LOW VOLTAGE INSTALLATION WORK INCLUDING DIRECT CUSTOMERS ON THE KSD OVERHEAD AND UNDERGROUND ELECTRICAL NETWORK AT VARIOUS LOCATIONS WITHIN KSDM FOR A PERIOD OF THREE (03) YEARS

3. CONTRACT TO BE BINDING

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

4. MODE OF BID

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

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

5. QUALITY

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

6. INSURANCE CLAIMS, ETC.

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

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

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

7. SIGNING OF DOCUMENTS

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

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

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

8.1 PENALTY PROVISION

Should the successful Bidder:

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

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

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

9. VALUE ADDED TAX

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

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

10. PRICE ESCALATION

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

11. AUTHORITY TO SIGN BID DOCUMENTS

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

12. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed within 90 days from the closing date and will be required to begin work on the assignment immediately upon appointment.

The project duration is for a period of three (3) years .

13. DELIVERY PERIODS

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

14. CLOSING DATE / SUBMITTING OF BIDS

Completed bid documents are to be placed in a sealed envelope endorsed “**SCM NO: 015/2025/26, PANEL OF THREE (03) ELECTRICAL CONTRACTORS FOR NEW MEDIUM VOLTAGE/ LOW VOLTAGE INSTALLATION WORK INCLUDING DIRECT CUSTOMERS ON THE KSD OVERHEAD AND UNDERGROUND ELECTRICAL NETWORK AT VARIOUS LOCATIONS WITHIN KSDM FOR A PERIOD OF THREE (03) YEARS**

Must be deposited in the Bid Box, at the offices of the King Sabata Dalindyebo Municipality, Munitata Building Corner Owen & General Sabelo Victor Gawetha Street, Mthatha 5099, not later than **12h00 on TUESDAY, 05 MAY 2026**, at which time the bids will be opened in public.

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

16. BID AND PROJECT ENQUIRIES

Please refer all SCM enquiries to **Ms N. Pilani** via e-mail on pilanin@ksd.gov.za. All Project enquiries to **Mr S. Bangiso** via e-mail on bangisos@ksd.gov.za

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection

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

6. Patent rights

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

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

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

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

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

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

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

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

9. Packaging

9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling

during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

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

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

14. Spare parts

14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

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

15. Warranty

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

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
16. **Payment**
- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
17. **Prices**
- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. **Increase/decrease of quantities**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. **Contract amendments**
- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. **Assignment**
- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. **Subcontracts**
- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
22. **Delays in the provider's performance**
- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the

situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. Penalties

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

24. Termination for Default

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

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

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

26. Force Majeure

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

contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination for Insolvency

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

28. Settlement of Disputes

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

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

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

30. Governing Language

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

31. Applicable Law

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

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33. Taxes and Duties

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

34. Transfer of Contracts

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

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35.2

D. SPECIFICATION & EVALUATION CRITERIA

BACKGROUND INFORMATION

KSD Municipality is a licensed electricity distributor, with two intakes from Eskom and is supplying approximately 49 000 customers including Industrial, Commercial and Domestic consumers. As part of its distribution function, new customers are connected to the KSD grid year in year out. This requires that construction work must be carried for these new connections, upgrades and refurbishment of some parts of the report.

BACKGROUND INFORMATION

Panel of Three (03) service providers will be appointed for a period of a period of 36 months, as and when needed. All work carried out will be on the 11/0.4KV network. Successful bidders will be required to undertake the following tasks but not limited to such:

- Construction and connection of new direct customers
- Upgrade MV network as per the scope of works for both overhead and underground cable.
- Refurbish MV/LV network as per job specification

DELIVERABLES

- a) Construction new MV/LV overhead lines and underground cable for direct customers including service connections and infills
- b) Will be expected to carry out excavations, laying of cable, jointing, terminations, and phasing.
- c) It should be noted that the overhead line contractor must have the tools and equipment to work on the 11kV structures.
- d) Installation of kiosks.
- e) Installation of RMU and miniature substations including construction of plinths as and when required.
- f) Testing of transformers and switchgear.

TIME FRAMES

Project duration is three (03) years.

SPECIAL CONDITIONS

6. DEFAULT AND/OR POOR PERFORMANCE OF THE CONTRACTOR AND TERMINATION OF THE CONTRACT

- 6.1. Should it appear to the Head of the Section/Directorate that the contractor is:
- I. Not executing the contract in accordance with the true intent and meaning thereof, or
 - II. Not performing satisfactorily, or
 - III. Not performing with accepted industry expertise, or
 - IV. Refusing or delaying executing tasks, or
 - V. Should it be found that any laws or other statutory requirements and/or safety regulations are not being complied with, or
 - VI. In the event of any other failure of default by the Contractor

Then in any such events the Municipality shall be entitled to cancel the contract and employ other persons at the expense of the contractor, to perform and carry out any work with the contractor fails to do with reasonable skill, diligence, within seven (7) days after the contractor has received a written instruction from the Head of Section/Director to carry out the work and has failed to do so.

- 6.2. If the contractor fails to proceed with work or refuses to remove defective work or materials with reasonable diligence, then the Head of Division/ Director may:
- I. Give notice to the contractor to remedy the default.
 - II. If the contractor fails to remedy the default as per the contract, the Municipality shall be entitled to terminate the contract on written notice to the contractor.

Note: contract will be implemented with the applicable conditions of NEC3.

7. AREAS OF RESPONSIBILITY

Contractors will be responsible to perform allocated work within jurisdiction of KSDM licensed area for supply of electricity, which is urban and peri urban areas of KSDM

8. EXPERIENCE

- 8.1. Technical teams are to be qualified, competent, experienced, be of sober habits and able to work under severe pressure.
- 8.2. Electricians to be trade tested with a minimum of 5 years' experience in heavy current.
- 8.3. The service delivery unit carry out regular checks of certification and competency levels of staff on site according to organogram submitted on the tender proposal.
- 8.4. Any changes to staff from the original proposal must be communicated in advance to the Electricity Planning Manager and replacement staff are to meet the minimum requirements detailed in the tender document.
- 8.5. Staff are to be well equipped with tools and equipment to carry out tasks efficiently.
- 8.6. Medicals to be conducted on staff every month.
- 8.7. PPE of staff, Identification cards and Equipment to be branded predominately with KSD Municipality

9. PROCEDURE AND PROCESSES

- 9.1. Final Design Package will be issue by Electricity Planning Manager to the contractor for a specific job.
- 9.2. Weekly reports to be submitted and these must allude to abnormalities, safety issues, activities that are outstanding and require urgent attention.
- 9.3. The electricity service delivery unit conduct monthly meetings with contractors.
- 9.4. Certificates to be verified Electricity Planning Manager prior submitting invoice.
- 9.5. Invoices to be submitted as per sectional completion or when the work is completed.
- 9.6. All the work performed expected to last at least minimum of 12 months.

10. COMPLIANCE WITH OHS ACT

- 10.1 Contractors are to ensure Public Liability Insurance to the value of R2m for any single claim is in place and proof thereof submitted with the Safety File.
- 10.2 Insurance must be in place for the full duration of the contract
- 10.3 The safety file will include the following compulsory documents:
 - 10.3.1 COID
 - 10.3.2 Notification of work – Department of Labour
 - 10.3.3 FAS and Rescue Certificates
 - 10.3.4 Medical Certificates
 - 10.3.5 Basic Fire Fighting Certificate
 - 10.3.6 HV Regulation Certificate
 - 10.3.7 First Aid Certificate – Level 2
 - 10.3.8 Test Certificates of equipment and plant to be used on site
 - 10.3.9 Public Liability Insurance
 - 10.3.10 Safe work procedures

11 MATERIALS

- 11.1 Materials will be provided by KSDM
- 11.2 Materials will be requested from the contractor as and when needed and priced according to the tendered Bill of Quantities.
- 11.3 All materials removed from site and unused to be returned to the electricity workshop.
- 11.4 Report on materials used to be submitted within three (03) days of receipt

- 11.5 Monitoring and coaching of subcontractors on safety.

12 PRICING

- 12.1 For the final contract rates, tendered price will be used to determine an average rate per activity which applied

to throughout the contract to all successful bidders.

13 SERVICE STANDARDS AND CODE OF CONDUCT

KSDM Electricity Delivery Unit is committed to continuously improving the quality and reliability of electricity supply. Our most valuable asset are the people we provide electricity to and as a licensed distributor we are regulated by NRS 047 and NRS 048.

Appointed contractors are to adhere to the following conditions:

- 13.1 All activities to be carried out with professional integrity, efficiency and a high standard of workmanship.
- 13.2 All activities to be carried out with highest regard for the safety of one's own life and that of the public, KSDM therefore reserves the right to carry out Breathalyzer tests should there be a need.
- 13.3 Contractors are appointed to provide technical support and capacity therefore it will be expected that performance will be of an exceptionally high standard, and this will be measured by downtime and reduction of call outs and breakdowns.

14 REPORTING

- 14.1 Inspection check tests for equipment reports to kiosk, minisubs and streetlights.
- 14.2 Monthly reports compiled and submitted every month
- 14.3 Monthly meetings to discuss the performance, work done and quality
- 14.4 Remedial performance and remedial measures to be implemented.
- 14.5 Monitoring and evaluation monthly including sub-contractor work, training of municipal officials and experiential students. (skills transfer).
- 14.7 EPWP report on local labour employed and impact or outcomes achieved.
- 14.8 Development of a training plan and monitoring.
- 14.9 Photographs of before during reports and after with dates and time to be attached as Annexures to the report.
- 14.10 GPS coordinates of faults located to be provided for all fault repair reports.

CRITERIA FOR EVALUATION OF PROPOSALS

PRE-QUALIFICATION REQUIREMENTS

NO.	CRITERIA	WEIGHTING
1.	Experience	40
2.	Expertise	40
3.	Turnaround times	20
GRAND TOTAL		100

FUNCTIONALITY ASSESSMENT – POINTS SCORING

Functionality Category & Description	Points Allocation
Experience	Total = 40
Construction of electrical infrastructure that were successfully conducted (10 points per project with a maximum of 4 projects) Appointment Letter or Purchase Order and Reference Letters to be provided to claim full points. (A full set of matching appointment letters or purchase order and reference letters for each project is required to claim points and no partial award of points will be allocated for partial submission).	
Expertise	Total = 40

Personnel: <ul style="list-style-type: none"> • Project Manager (Electrical Engineering NQF 6 8 years' experience in the construction environment • MV Cable joiner (Cable joiner course 5 years' experience) • Linesman with 5 years' experience and MV line construction certificate and OHRVS. • Electrician (Trade test 5 years' experience OHRVS certification) 	10 4 7 5
Equipment: <ul style="list-style-type: none"> • LDV A (proof of ownership) • Hydraulic Crimper (Proof of ownership & Valid calibration certificate) • Crane truck – 8 ton (proof of ownership) <p style="text-align: center;">OR</p>	5 4 5
Hiring or Leasing (lease agreement or letter of intent) <ul style="list-style-type: none"> • LDV • Hydraulic Crimper calibration certificate) • Crane Truck 	3 3 2
Methodology	Total = 20
1. Fully comply with the electrical standards = 5 points 2. Comply with the Occupational Health and Safety Strategy = 3 points 3. Detailed turnaround strategy construction = 3 points 4. Detailed training plan = 5 points <ul style="list-style-type: none"> • Municipal staff • Mentoring of KSD Students • Mentoring of KSD Local SMME's 5. Project resource management/ Municipal equipment = 4 points (Financial stability, Human Resource and sub-contracting)	

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

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

PRICING SCHEDULE:

Please note that the price per intersection for (03) years include:

1. Construction of medium and low voltage network for overhead and underground reticulation including refurbishment and network upgrades.

2. For the final contract rates, tendered prices will be used to determine an average rate per activity with applied throughout the contract to all successful bidders and the agreed rate will be fixed for the duration of this contract.
3. Submit monthly feedback reports.

BILL NO 2 - MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC							
REFURBISHMENT OF MV & LV NETWORK AT VULINDLELA HEIGHTS, SOUTHERNWOOD, SOUTHRIDGE PARK, BONGWENI LOC				PRICE (EXCL VAT)			
Item	Description	DDT Ref.	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
Transformers							
Installation of existing or new transformers on an 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 & all accessories. Excluding cable, conductors, and the transformer structure. Include transport, offloading/loading and safe storage. It must be according to coastal specification.							
2.1	NEW Transformer 50kVA, 11kV/400V, Dyn11, Three Phase pole-mounted	1863	No	1			
2.2	NEW Transformer 100kVA, 11kV/400V, Dyn11, Three Phase pole-mounted.	1863	No	1			
2.3	NEW Transformer 200kVA, 11kV/400V, Dyn11, pole-mounted.	1863	No	1			
2.4	EXISTING Transformers (Staying in same position or Zone), 11kV, pole-mounted. Rate to include upgrading to present Eskom DDT standard.	1863	No	1			
Minisub 11kV/ 415V							
Supply, delivery to site, off load on site and safely store a 50Hz, 11kV/415V, ONAN, DYN11 Type B minisub/RMU combination and plinth manufactured in accordance with SANS 1029 inclusive of MV switches and surge suppression devices. LV panel suitable for the fitting of large frame MCB's. Transport to the site of works, off load and install the unit. It must be according to coastal specification.							
2.4	NEW 315kVA, 11kV/415V, Type B Minisub		No	1	N/A		
	500kVA, 11kV/400V, type B Mini Sub		No	1			
	630kVA, 11kV/400V, type B Mini Sub		No	1			
	800kVA 11kV/400V, type B Mini Sub		No	1			
	1MVA 11kV/400V, Type B Mini Sub		No	1			
11kV Ring Main Unit (RMU)							
Supply, delivery to site, and install a metal enclosed 11 KV, 20 KA 3way Ring Main unit rated for continuous current of 630A and more. The unit must include all protection and control equipment, leads, lugs, terminations and plinth. Transport to the site of works, off load and install the unit.							
2.5	New 630A, 11kV RMU, T3		No	1			
11kV Auto Recloser with RIU							
Supply, delivery to site, and install a metal enclosed 11kV, 20 KA Auto Recloser rated for continuous current of 630A and more. The unit must include all protection and control equipment, leads and a built-in Remote Terminal Unit (RTU). Transport to the site of works, off load and install the unit.							
Medium Voltage Surge Arrestors							

2.6	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, 19.2kA Surge arrestor Include double surge arrestor bracket and accessories	3100	No	1			
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Amount carried over to next page							
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Item	Description	DDT Ref.	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
Amount brought forward from previous page							
Medium Voltage Sectionalisers and Links							
Supply and install link isolators as detailed including the installation of crossarm brackets and the termination of conductors and including the drilling of holes in wooden poles as required.							
2.8	Section Links, Single Pole (2.5m X-arm) (three phase)	1848	No	1			
2.9	Equipment Links, Single Pole (2.5m X-arm) (three phase)	1849	No	1			
2.10	Equipment Links, H-Pole (2.5m X-arm) (three phase)	1851	No	1			
2.11	Load Break Switch, Single Pole (1.7m X-arm) (three phase)	1857	No	1			
2.12	Equipment Links, Single Pole (1.7m X-arm) (three phase)	1869	No	1			
Neutral Surge Arrestor							
Supply and install a LV surge arrestor including lugs and galvanized bolts							
2.13	6kV, 10kA Surge Arrestor		No	1			
MV Earthing							
Supply and install all materials for the complete earthing of transformer structures for ABC networks as specified. Included in the rate shall be all required spikes, insulated copper conductor, galvanized conduits, staples, bare copper, excavations, backfilling, etc. The rate shall allow for all required MV earth electrodes, consisting of four earth spikes in accordance with the Distribution specifications, Part 2. Additional earth spikes/conductor shall be measured elsewhere if required.							
2.14	MV Earth - Cable Termination		No	1			
2.15	MV Earth - Transformer		No	1			
2.16	MV - Minisub (including Step and Touch)	0851	No	1			
		1863		1			
		0855		1			
2.17	MV - RMU (including Step and Touch)		No	1			
TOTAL : Carried forward to summary				TOTALS			

BILL NO 3 - MEDIUM VOLTAGE UNDERGROUND DISTRIBUTION SYSTEM

REFURBISHMENT OF MV & LV NETWORK AT VULINDLELA HEIGHTS, SOUTHERNWOOD, SOUTHRIDGE PARK, BONGWENI				PRICE (EXCL VAT)			
Item	Description	DDT Ref	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
	Medium Voltage XLPE Insulated Cables						

	Supply, delivery to site, off load on site and safely store on sealed drums with ends adequately secured 3 core XLPE insulated PVC bedded, steel wire armoured, PVC sheathed 11kV cable manufactured to SANS 1339 Type A. Transport to site of works and allow for the laying of cable in trenches.					
3.1	XLPE 35 mm2 cable	m				
3.2	XLPE 70 mm2 cable	m				
3.3	XLPE 95 mm2 cable	m				
3.4	XLPE 150 mm2 cable	m				
	XLPE Cable terminations					
	Allow for the termination of 11kV cables at RMU, minisub transformer and overhead lines. Termination kits must be of the Raychem or equivalent type.					
3.1	XLPE 35 - 70mm2 Indoor Termination	No				
3.1	XLPE 95 - 240 mm2 Indoor Termination	No				
3.1	XLPE 35 - 70 mm2 Outdoor Termination	No				
3.2	XLPE 95 - 240 mm2 Outdoor Termination	No				
3.1	PILC 35 - 70 mm2 Indoor Termination	No				
3.1	PILC 95 - 240 mm2 Indoor Termination	No				
3.1	PILC 35 - 70 mm2 Outdoor Termination	No				
3.2	PILC 95 - 240 mm2 Outdoor Termination	No				
	Cable Joints					
	Allow for the jointing of 11 KV cables. Jointing kits must be Heatshrink and be specific for outdoor use.					
3.1	XLPE 25 - 95 mm2 Cable Joint	No				
3.2	XLPE 120 - 300 mm2 Cable Joint	No				
3.1	PILC 16 - 50 mm2 Cable Joint	No				
3.1	PILC 50 - 95 mm2 Cable Joint	No				
3.1	PILC 95 - 185 mm2 Cable Joint	No				
	TOTAL: Carried forward to summary					

BILL NO 4 - MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM

REFURBISHMENT OF MV & LV NETWORK AT VULINDLELA HEIGHTS, SOUTHERNWOOD, SOUTHRIDGE PARK, BONGWENI LOC & NKULULEKWENI		PRICE (EXCL VAT)					
Item	Description	DDT Ref	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
	<p>Conductor Supply, 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.</p> <p>Note The following dimensions will all be "Conductor Length" with 10% is allowed for slack & wastage. Additional slack is for Contractor's account.</p> <p>4.1 HARE CHICADEE MV STRUCTURES</p> <p>Note Allow for the following structures and insulator assemblies in accordance with the specifications. Include the specified crossarms, drilling of holes and treating of such holes, the provision of the U-nails and earthwire in accordance with Eskom specifications. All jumpers to links and transformers to be installed with PVC black pipe. The supply and installation of 15m of 3/3.35x1100MPa steel wire for a BIL for each pole structure as per Eskom specification. Exclude the supply and planting of poles, stays and struts which are measured elsewhere.</p> <p>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.</p> <p>3 PHASE STRUCTURES General Arrangement</p> <p>4.2 A-Frame - Intermediate - 0° Deviation</p> <p>4.3 A-Frame - Strain - 0° Deviation</p> <p>4.4 A-Frame - Strain - Medium(1°-60°) Deviation</p> <p>4.5 A-Frame - Strain - (60°-90°) Deviation</p> <p>4.6 A-Frame - Strain - (60°-90°) Deviation</p> <p>4.7 A-Frame - Strain - Terminal</p> <p>4.8 A-Frame - Strain - Terminal</p> <p>4.9 Delta / 2x2,5m Wood X-arm - Strain - Terminal</p> <p>4.10 Delta / 2x3,5m Wood X-arm - Intermediate - 0° Deviation</p> <p>Auxiliary Structures</p> <p>4.11 3Ph, Take off (2.5m X-arm)</p> <p>4.12 3Ph, Take off (1.7m X-arm)</p> <p>4.13 NEW Recloser Structure</p> <p>4.14 Transformer, H-Pole mounting (100-200kVA). General Arrangement.</p> <p>Cable Termination onto Overhead Line</p> <p>Supply and install all material for the termination of MV cables onto overhead lines. Included in the rate shall be all required 11kV station class surge arrestors, 11kV post insulators, cable support bracket, threaded rods, lugs, washers, T-crimps etc. Termination kit and conductor jumpers measured elsewhere.</p> <p>4.15 Cable Termination onto Single Pole Structure</p> <p>Testing</p> <p>Allowance shall be made for the complete testing and commissioning of the Medium Voltage overhead distribution system</p> <p>4.16 MV Test (per transformer installation)</p> <p>4.17 MV Test (Recloser)</p> <p>4.18 MV Test (Cable)</p>	3136	m				
		d wc 6022	No				
		dwc60 22	No				
		dwc60 22	No				
		dwc60 22	No				
		dwc60 22	No				
		dwc60 22	No				
		dwc60 22	No				
		1749	No				
		1767	No				
		1804	No				
		1809	No				
		1825	No				
		1863	No				
			No				
			Ea				
			No				
			No				
			No				

TOTAL : Carried forward to summary

BILL NO 5 - SUPPORT FOR OVERHEAD RETICULATION

REFURBISHMENT OF MV & LV NETWORK AT VULINDLELA HEIGHTS, SOUTHERNWOOD, SOUTHRIDGE PARK, BONGWENI LOC & NKULULEKWENI				PRICE (EXCL VAT)			
Item	Description	DDT Ref	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
Poles and Crossarms							
Supply and safely store the following poles. Transport to site of works and install pole in excavated hole, including cutting and scaffolding, kicking blocks, bonding, treating, etc. Excavations and compaction are measured elsewhere.							
5.1	7m Pole, 120-139mm top diameter	0050	No				
5.2	9m Pole, 200-219mm top diameter	0055	No				
5.3	11m Pole, 180-199mm top diameter	0051	No				
5.4	11m Pole, 200-219mm top diameter	0051	No				
5.5	12m Pole, 180-199mm top diameter	0053	No				
5.6	12m Pole, 200-219mm top diameter	0053	No				
Supply, off load and install the following wooden cross arms.							
5.7	2.5m, 140-159mm Diameter	0061	No				
5.8	3.5m, 140-159mm Diameter	0063	No				
Stays, Flying Stays and Anti-Climbing Devices							
Note	The unit price for a standard stay and an aerial stay shall exclude the wooden poles, but include the stay wire, stay rods, insulators, stay plate, stay guards, bitumastic paint, guy grip dead end, earthing of stay, line splice, precast concrete slabs, pole clamp, nuts bolts and washers etc.						
The following stays shall be in accordance with the specification and shall include a stay plate							
5.9	LV Stay	0341	No				
5.10	MV Stay (DDT0341 rev 9)	0341	No				
The following flying stays shall be in accordance with the specifications and shall include poles & excavation.							
5.11	MV Flying Stay	0343	No				
5.12	LV Flying Stay	1168	No				
The following struts shall be in accordance with the specifications and shall include poles & excavation.							
5.13	MV Strut	0342	No				
5.14	LV Strut	1167	No				
Excavations and Compaction							
Note	The excavations for service connections are measured elsewhere						
Determination of pole positions, excavate, 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 Project Manager.							
5.15	Hole for 7m pole - 1.4m deep		No				
5.16	Hole for 9m pole - 1.5m deep		No				
5.17	Hole for 11m pole - 1.8m deep		No				
5.18	Hole for 12m pole - 2.0m deep		No				
Amount carried over to next page							

Item	Description	DDT Ref	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						
5.19	Hole for LV stay - 1.4m deep		No				
5.20	Hole for MV stay - 1.5m deep		No				
5.21	Hole for MV strut - 1.8m deep		No				
5.22	Hole for LV strut - 1.3m deep		No				
5.23	Provisional drilling - Up to 2,0m deep (each hole to be verified by the (KSD Project Technician)		No				
	Pole Labels						
	Supply and install labels on all poles in accordance with the specifications including the provision of all fixing materials. Allow for pick-up, loading/offloading and transport.						
5.24	Equipment labels		No				
5.25	Mosdorfer fuse rating labels (Transformers)		No				
5.26	Danger Labels (Transformers & Links)		No				
	Concrete						
	Ready mix concrete slabs for pole bases as required						
5.27	Concrete bases		No				Rate Only
	Supply and mix cement on site into material excavated from pole hole, including the provision of water to ensure the correct moisture content of the backfill material.						
5.28	Cement mixture per hole		No				Rate Only
	General Items						
	Supply and install labels Spiral Vibration Dampers as per the DT Standards						
5.29	Spiral Vibration Dampers (Fox)	3175	Each				Rate Only
	Supply and Install Anti-Climbing Devices as per the DT Standards.						
5.30	Anti-Climbing Device as per 05TI09.	0399	per str				
	Concrete						
	General Items						
	Supply and install labels Spiral Vibration Dampers as per the DT Standards						
5.33	Spiral Vibration Dampers (Fox)		Each				Rate Only
	Supply and Install Anti-Climbing Devices as per the DT Standards.						
5.34	Anti-Climbing Device as per 05TI09.		per str				
5.35	Supply and Install, where MV & LV Earths are on the same structure, UV protected black PVC pipe of length 1.2m on each earth downwire, cutting the top and bottom of the pipe at 45deg, split the pipe so as to insert the MV/LV earth and installing clout nails at the bottom and top.		per str				
5.36	Supply and Install Danger Labels and accessories to DDT3202.	3175	per str				
		0399					
		0399					
	TOTAL : Carried forward to summary			TOTALS			

BILL NO 6 - LV OVERHEAD DISTRIBUTION LINES

							PRICE (EXCL VAT)	
Item	Description	DDT Ref	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)	
LV ABC								
Note	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.							
Note	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.							
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, off-cuts, etc.							
	Supply, 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.							
6.1	Single phase ABC (35mm ² 2 core)		m					
6.2	Three phase ABC (35mm ² 3 core)		m					
6.3	Three phase ABC (95mm ² 5 core)		m					
LV STRUCTURES								
	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.							
	Supply and install all the materials as specified for the following:							
6.4	Three Phase ABC Intermediate Assembly	1100	No					
6.5	Three Phase ABC Terminal Assembly	1120	No					
6.6	Three Phase ABC Strain Assembly (0-60 deg)	1121	No					
6.7	Three Phase ABC Strain Assembly (60-90 deg)	1122	No					
6.8	Three Phase ABC Tee from Intermediate	1140	No					
6.9	Three Phase ABC Tee from Strain	1141	No					
6.10	Three Phase ABC X Intermediate Strain Assembly	1142	No					
LV Fuse Switch Units								
	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.							
6.11	80A Three Phase Load disconnecting switch similar to MORSDORPHER 63A		No				Rate Only	
6.12	160A Three Phase Load disconnecting switch similar to MORSDORPHER 160A		No				Rate Only	
Earthing of LV Network								
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.							
	Allowance shall be made for the testing (including earth loop impedance) 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. Use 2 x H-Crimps regarding neutral connection point.							
6.13	LV Earth (Crowsfoot)	0637	No					
Amount carried over to next page								

Item	Description	DDT Ref	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						
6.14	LV Earth (single point)		No				Rate Only
6.15	LV Earth (extend Crowsfoot earth) (rate per meter)		m				Rate Only
	Supply 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.						
6.16	1.-2. York type box, complete with insulated copper tails, insulation piercing connectors and nylon compression glands.		No				
6.17	1.-4. York type box, complete with insulated copper tails, insulation piercing connectors and nylon compression glands.		No				
6.18	4.-8. York type box, complete with insulated copper tails, insulation piercing connectors and nylon compression glands.		No				
	LV Distribution Box						
	Supply and install ground mounted 3CR12 distribution box as specified complete with moulded case circuit breaker(s), neutral, phase and earth bars, and factory installed cable openings. Included shall be two 80 - 160A moulded case feeder breaker(s).						
6.19	100kVA Distribution Box		No				
6.19	200kVA Distribution Box		No				
	Streetlights						
6.19	Supply and install 136W LED streetlight c/w MCB and photocell to specification for outreach arm, side entry		No				
6.19	Remove, Refurbish and re-install streetlight luminaire (incl. replacement of lamp and general cleaning)		No				
6.19	Supply and install 1m long outreach arm (incl. mounting brackets, bolts and nuts)		No				
	Testing						
	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.						
6.19	LV Test		No				
	General						
	Supply and install ABC Full tension Joints as per the DT Standards						
6.20	Three phase ABC (35mm ²)		Ea				
6.21	Three phase ABC (70 mm ²)		Ea				
6.22	Three phase ABC (95mm ²)		Ea				
	TOTAL : Carried forward to summary			TOTALS			

BILL NO 7 - HOUSE CONNECTIONS

REFURBISHMENT OF MV & LV NETWORK AT VULINDLELA HEIGHTS, SOUTHERNWOOD, SOUTHRIDGE PARK, BONGWENI LOC & NKULULEKWENI							PRICE (EXCL VAT)		
Item	Description	DDI Ref	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)		
House Connections									
7.1	Re-connect House Connections (Type A, direct to dwelling) and test Type A (0%)	0360	No						
7.2	Re-connect House Connections (Type B, including service pole), and test. Poles and excavations are measured elsewhere. Type B (100%)		No						
Conductor									
	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, cut-offs etc.	0361							
Note	Supply, safely store, transport to site and string. Installation includes all glands, lugs, shrouds, termination and connections as required.								
7.3	10mm AIRDAC		m						
Sundry Items									
	Supply and safely store the following poles. Transport to site of works and install pole in excavated hole, including cutting and scaffolding, kicking bolts, bonding, treating, etc. Excavation and compaction are measured elsewhere.								
7.5	5m pole, 80-100mm top diameter		No				Rate Only		
7.6	7m Pole, 100-120mm top diameter		No				Rate Only		
7.7	Intermediate Suspension/Strain assembly	0058A	No				Rate Only		
Excavations and Compaction									
	Determination of pole positions, excavate, 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 Project Manager.								
7.8	Hole for 5m service pole - 1.0m deep	0050B	No				Rate Only		
7.9	Hole for 7m service pole - 1.3m deep	0366/ 0384	No				Rate Only		
TOTAL : Carried forward to summary				TOTALS					

BILL NO 8 - DISMANTLING AND REMOVAL

BILL NO 8 - DISMANTLING AND REMOVAL							
				PRICE (EXCL VAT)			
Item	Description	Detail Reference	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
Conductor							
Allow for the loosening of conductor, removal from attachment and rolling up and transport to site store & to Mthatha Stores and booked back to stores with the relevant documentation.							
8.1	MV Line (route length)		m				
8.2	LV Open Wire (route length)		m				
8.3	LV ABC (route length)		m				Rate Only
8.4	Re-Sagging of Existing MV & LV Lines that have been worked on due to the addition of new MV & LV hardware, equipment & infrastructure.		m				
Recovering of Transformers, Structures, Insulators and Line Hardware							
Allow for the disassembly, removal transport to site store & to Mthatha Stores and booked back to stores with the relevant documentation. Include the backfilling consolidation and levelling of soil from excavation at the site of recovery.							
8.5	Woodpoles 5m including any hardware.		No				Rate Only
8.6	Woodpoles 7m including any hardware.		No				Rate Only
8.7	Woodpoles (9m to 12m) including crossarms, insulators and hardware		No				
8.8	Stays (LV/MV) assemblies complete		No				
8.9	Single Pole Structures (LV/MV)		No				
8.10	H-pole Structures		No				
8.11	Cross Arms		No				
8.12	MV Structure and Transformers		No				
TOTAL : Carried forward to summary				TOTALS			

BILL NO 9 - LINE ROUTE CLEARING

PRICE (EXCL VAT)							
Item	Description	Percent Clearing	Unit	Quantity (m)	Supply Rate	Install Rate	Total Price (R)
	<p>Line Route Clearing</p> <p>Clearing of trees from a servitude, including the stacking or disposal of cuttings and debris, as directed by the Municipality, and the poisoning of stumps with an approved poison/herbicide as per OHS Act. Cut bush & trees to be cut into 1-2m strips and removed from the MV/LV servitude. Allow for Security for working in the area where appropriate. Contractor to have certificates for ORHVS, Environmental Awareness, Plant Identification, Safe Working Procedures & Correct use of herbicides.</p> <p>The KSD Technician must audit quantities below and sign off as being correct, on notification from the Contractor to do so.</p>						
9.1	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	5%	No	1			Rate Only
9.2	Ditto, but for LV (1m either side of the centre line or as per Enviromental Regulations & Municipal request) and no poisoning required	5%	No	1			Rate Only
9.3	Small trees (less than 30cm diameter scattered bush or plantation - accessible on foot) MV strip (12m on either side of the line) to be cleared and poisoned	5%	No	5			
9.4	Ditto, but for LV (1m either side of the centre line or as per Enviromental Regulations & Municipal request) and no poisoning required	5%	No	5			
9.5	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	5			
TOTAL: Carried forward to summary							

FINAL SUMMARY						
				PRICE (EXCL VAT)		
Item	Description	Detail Ref	Check	Total Supply	Total Install	Total Price (R)
2	MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC.		1			
3	MEDIUM VOLTAGE UNDERGROUND DISTRIBUTION SYSTEM		1			
4	MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM		1			
5	SUPPORT FOR OVERHEAD RETICULATION		1			
6	LOW VOLTAGE OVERHEAD DISTRIBUTION LINES		1			
7	CUSTOMER SERVICES AND GENERAL		1			
8	DISMANTLING		1			
9	LINE ROUTE CLEARING		1			
ANY OTHER ACTIVITY DEEMED NECESSARY TO COMPLETE THE WORKS						
Total of the Prices excluding VAT				R		
Value added Tax				R		
Total of the Prices including VAT				R		

PRICING SCHEDULE

Item No	Item Description	Service/ Check	Year 1	Year 2	Year 3
1.	MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC	1			
2.	MEDIUM VOLTAGE UNDERGROUND DISTRIBUTION SYSTEM	1			
3.	MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM	1			
4.	SUPPORT FOR OVERHEAD RETICULATION	1			
5.	LOW VOLTAGE OVERHEAD DISTRIBUTION LINES	1			
6.	CUSTOMER SERVICES AND GENERAL	1			
7.	DISMANTLING	1			
8.	LINE ROUTE CLEARING	1			
SUBTOTAL (cost based on rates (Excl. VAT))					
15% VAT					

Item No	Item Description	Service/ Check	Year 1	Year 2	Year 3
	TOTAL Year (cost based on rates (Incl. VAT))				
<p>NB: Bidders are required to complete the pricing schedule in full, including the total based on rates. Failure to provide a complete and accurate pricing schedule will render the bid non-responsive. Please ensure that all prices are clearly indicated and calculated correctly and that the total bid price is clearly stated.</p>					

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

MBD 3.1
PRICING SCHEDULE
(Professional Services)

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

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
---------	-------------	--

- | | | |
|----|--|---------|
| 1. | The accompanying information must be used for the formulation of proposals. | |
| 2. | Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. | R |

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

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

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

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

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

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

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

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

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

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid number.....
Closing Time	Closing Date

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

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY NO. *(ALL APPLICABLE TAXES INCLUDED)

- Required by:
.....

- At:
.....

- Brand and model
.....

- Country of origin
.....

-Does the offer comply with the specification(s)? *YES/NO

-If not to specification, indicate deviation(s)

- Period required for delivery

-Delivery: *Firm/Not firm

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

*Delete if not applicable

MBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

x Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2.

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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, hareholder²):.....

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.

¹MSCM 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.

² 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:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

1 Are you by law required to prepare annual financial statements for auditing? *YES / NO

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

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *YES / NO

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

2.2 If yes, provide particulars.

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

* Delete if not applicable

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

3.1 If yes, furnish particulars

.....
.....

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

transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the **80/20** preference point system.

Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
Youth	10
Local SMMEs	10
Total points for Price and SPECIFIC GOALS	100

N/B Points be awarded to a bidder upon submitting proof of attainment of specific goals.

- 1 Full CSD Report**
- 2 Annexure D (Company Information)**

NB: Failure to submit the documents required above no points will be allocated. If not all the documents are submitted partial points will be allocated for partial submissions.

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad 33$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local SMMEs		10		
Youth		10		
Price		80		

1 Full CSD Report

2 Annexure D (Company Information)

NB: Failure to submit the documents required above no points will be allocated. if not all the documents are submitted partial points will be allocated for partial

submissions.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

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

y is the imported content in Rand

z is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6. A bid may be disqualified if –

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

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

2. Definitions

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

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

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

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

YES	<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.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

YES	<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 the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

(c)The local content percentages (%) indicated below has been calculated using

the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

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

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

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

SIGNATURE: _____

DATE:

WITNESS No. 1 _____

DATE:

WITNESS No. 2 _____

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **King Sabata Dalindyebo Municipality** in accordance with the requirements and specifications stipulated in bid number **025/2025-26** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for specific goals in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE A.1
PAST EXPERIENCE WITH OTHER INSTITUTIONS

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

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

.....
DATE

.....
SIGNATURE OF BIDDER

**ANNEXURE B
COMPANY DETAILS**

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

Registered Company Name:

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

**ANNEXURE C
JOINT VENTURE DISCLOSURE FORM**

GENERAL

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

1. JOINT VENTURE PARTICULARS

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

- c) Physical address
-
-
- d) Telephone
- e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a)** Name of Firm
- Postal Address.....
- Physical Address
- Telephone
- Fax.....

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

- 2.2(a)** Name of Firm
- Postal Address.....
- Physical Address
- Telephone
- Fax.....

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

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

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

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

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

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

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

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

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

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

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

5. **OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s)%
 - b) Non-Affirmable Joint Venture Partner ownership percentage(s)%
 - c) Affirmable Joint Venture Partner percentages in respect of : *
 - (i) Profit and loss sharing
 - (ii) Initial capital contribution in Rands
-
.....

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

- (iii) Anticipated on-going capital contributions in Rands
-
.....
.....
- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.
-
.....
.....

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

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

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

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

- (a) Joint Venture cheque signing
 -
 -
 -
- (b) Authority to enter into contracts on behalf of the Joint Venture
 -
 -
 -
- (c) Signing, co-signing and/or collateralising of loans
 -
 -
- (d) Acquisition of lines of credit
 -
 -

.....
(e) Acquisition of performance bonds

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

(b) Major purchasing

(c) Estimating

(d) Technical management

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the "managing partner", if any,

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

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

.....

.....

.....

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

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

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

(Continue as necessary)

ANNEXURE E
DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY KING SABATA DALINDYEBO MUNICIPALITY)

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

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

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

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

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

Yes/No

If so, state particulars

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

Yes/No

If so, state particulars

SIGNATURE OF DECLARER

DATE

POSITION OF DECLARER

NAME OF COMPANY OR BIDDER

**ANNEXURE F
DECLARATION (VALIDITY OF INFORMATION PROVIDED)**

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

.....
SIGNATURE OF DECLARER

.....
DATE

.....
POSITION OF DECLARER

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

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

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

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

ANNEXURE G
BID CHECK LIST

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

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

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