

KING SABATA DALINDYEBO LM



BID DOCUMENT FOR:

DESIGN AND SUPPLY OF MTHATHA DAM & Highbury Switches for KSDLM (RE-ADVERT)

BID NUMBER: SCM: 016/2021/22

BIDDER:

BID PRICE:

CLOSING DATE: 11 JANUARY 2022

CLOSING TIME: 12H00

CSD SUPPLIER NUMBER

PREPARED BY:

SUPPLY CHAIN MANAGEMENT OFFICE
KSD MUNICIPALITY
MUNITATA BUILDING
CORNER SUTHERLAND & OWEN STREET
MTHATHA
5099

Tel: [047] 501 4394

Fax: [047] 531 2085

TABLE OF CONTENTS

Invitation to bid (MBD 1)	3
A. Bid Advert	6
B. Supply Chain Management Policy Prerequisites	8
C. General Conditions of Bid	9
MBD 6.1 Preference points claim form in terms of the preferential Procurement regulations 2017	12
General Conditions of Contract	19
D. Specifications and Evaluation Criteria	28
E. List of Annexure:	
MBD 2 Tax clearance requirements	46
MBD 3.2 Pricing Schedule (Professional Services)	47
MBD 4 Declaration of Interest (In the Service of the State)	49
MBD 5 Declaration for procurement above R10 million (all applicable taxes included)	51
MBD 6.2 Declaration certificate for local production and content for designated sectors	53
MBD 7.1 Contract Form	57
MBD 8 Declaration of Bidder's Past Supply Chain Management Practices	61
MBD 9 Certificate of Independent Bid Determination	64
ANNEXURE A1: Past Experience	65
A2: Past Experience	66
ANNEXURE B: Company Details	67
ANNEXURE C: Joint Venture Disclosure Form	68
ANNEXURE D: Company Composition	78
ANNEXURE E: Declaration of Interests (Kinship, Relationship With Persons Employed By KING SABATA DALINDYEBO MUNICIPALITY)	79
ANNEXURE F: Declaration (Validity of Information Provided)	80
ANNEXURE G: Bid Check List	81

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	SCM NO: 016/2021/22	CLOSING DATE:	11 JANUARY 2022	CLOSING TIME:	12h00
DESCRIPTION	DESIGN AND SUPPLY OF MTHATHA DAM & HIGHBURY SWITCHES FOR KSDL (RE-ADVERT)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

KSD LOCAL MUNICIPALITY

MUNITATA BUILDING

CORNER SUTHERLAND & OWEN STREET

MTHATHA

5099

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	TECHNICAL SERVICES
CONTACT PERSON	Mr. N. Zibi	CONTACT PERSON	Mr B. Gwadiso
TELEPHONE NUMBER	047 501 4118	TELEPHONE NUMBER	073 807 7445
E-MAIL ADDRESS	zibin@ksd.gov.za	E-MAIL ADDRESS	bantu.gwadiso@live.co.za

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> 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.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
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3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

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

DATE:.....



BID NOTICE

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

No.	Project Name	CIDB Grading	Bid Number	Closing Date	Enquiries
1	Design and supply of Mthatha dam & Highbury switches for KSDLM (Re-advert)	N/A	SCM: 016/2021/22	Date: 05/01/2022 Time: 12H00	Technical Enquiries may be directed to Mr B. Gwadiso (Electricity section). Tel: 073 807 7445
2	Panel of three (3) service providers for co-sourcing information and communication technology audit for KSD Local Municipality for a period of three (3) years	N/A	SCM: 020/2021/22	Date: 13/01/2022 Time: 12H00	Technical Enquiries may be directed to Ms L. Mdingi (Internal Audit). Tel: 047 501 4204
3	Panel of four (4) service providers for supply, install, repair and maintenance of air conditioners for a period of two (2) years as and when needed	N/A	SCM: 022/2021/22	Date: 13/01/2022 Time: 12H00	Technical Enquiries may be directed to Ms N. Pilani (SCM). Tel: 047 501 4373
4	Panel of five (5) service providers for supply and delivery of paraffin for a period of three (3) years to KSDLM wards	N/A	SCM: 025/2021/22	Date: 12/01/2022 Time: 12H00	Technical Enquiries may be directed to: Ms X. Lunika (Revenue section). Tel: 047 501 4374

Bidders must take note of the following bid conditions

Place of Tender box: **1st Floor, Munitata Building, Next to Room 147.** All bids must be put in a sealed envelope and clearly marked with SCM Number and Project Name and be placed in a tender box. Tender documents can be downloaded free of charge from the National Treasury's tender portal (<http://www.etenders.gov.za/content/advertised-tenders>) or from the King Sabata Dalindyebo site (www.ksd.gov.za) as from the **8th of December 2021**

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

NO MASK NO ENTRY AT THE TENDER OPENING SESSION – SOCIAL DISTANCING A MUST.

NO COMPULSORY BRIEFING IS APPLICABLE FOR ALL BIDS

Bidders must take note of the following bid conditions: -

- Failure to submit comprehensive JV agreement (where applicable), failure to do so will result in a tender deemed non-responsive.
- Individual partners of JV are to comply and submit all relevant documents. Failure to do so will result in a tender deemed non-responsive.
- Failure to complete tender forms e.g. MBD 1, MBD 3, MBD 4, MBD 6, MBD 8 and MBD 9 will result in a tender deemed non-responsive.
- Failure to submit or complete supplementary information will result in the tender being null, void and non-responsive.
- All bidders from KSD jurisdiction **must** submit latest municipal statement not older than three months showing that they do not owe the municipality, non KSD bidders must attach proofs not older than three months from their respective municipalities.
- The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes.
- The KSD Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
- All certified copies submitted with a tender document must not be older than six months, failure to do so will result in tender deemed non-responsive.
- All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive.
- Use of tipex is prohibited and the bidder will be deemed non-responsive.
- The bidder to submit Audited financial statements for the past three financial years for any offer amounting to or exceeding R10 million inclusive of VAT.
- Bidders must sign MBD 5 for any offer amounting or exceeding R10 million.
- Bids submitted will hold good for a period of **90 days**.
- Failure to be registered on Central Supplier Database registration will result in a tender being disqualified.
- Bids which are late, incomplete, unsigned or submitted by fax, mail or electronically including copy of a tender document, will not be accepted.

- **BBBEE must be SANAS and IRBA Approved or Sworn affidavit must be from DTI failure to do so tenderers will lose point.**
- **Preferential Procurement Policy Framework ACT 2017 (PPPFA) Points will be evaluated based on the following criteria**
- **Stage 1 Pre –qualification evaluation**
- **Stage 2 Price and BBB EE Points**
- **Further Bid Condition for SCM: 016/2021/22 has a Local Content**
- Locally Manufactured Product will be considered with a prescribed minimum threshold for local production and content.
- If Raw material or input material is not available in the country bidders must obtain a written authorisation from DTI to import such raw material.
- **Minimum thresholds of local content and production is 50%.**
- A Copy of a written Declaration on Local Content and letter must be submitted together with the bid at the closing time and date of bid, failing to do will invalidate your bid.
- Failure to complete annexure C and MBD 6.2 will lead to disqualification

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

The tender will be evaluated and adjudicated on the basis of the new Preferential Procurement Policy Framework Act, and the regulations pertaining thereto, as well as the KING SABATA DALINDYEBU MUNICIPALITY's Supply Chain Management policy. The **80/20 preference** point system will be used as per the KSDLM SCM policy.

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

**N.Pakade (Mr)
Municipal Manager**

Date _____

B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

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

1.1 GENERAL PREREQUISITES

Introduction

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

Criteria

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

Joint Ventures

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

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

C. GENERAL CONDITIONS OF BID

1. INTERPRETATION

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

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

2. EXTENT OF BID

This contract is for – **DESIGN AND SUPPLY OF MTHATHA DAM & Highbury Switches for KSDLM (RE-ADVERT)**

3. CONTRACT TO BE BINDING

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

4. MODE OF BID

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

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

5. QUALITY

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

6. INSURANCE CLAIMS, ETC.

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

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

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

7. SIGNING OF DOCUMENTS

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

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

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

8.1 PENALTY PROVISION

Should the successful Bidder:

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

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

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

9. VALUE ADDED TAX

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

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

10. PRICE ESCALATION

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

11. AUTHORITY TO SIGN BID DOCUMENTS

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

12. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed within 90 days from the closing date and will be required to begin work on the assignment immediately upon appointment. The duration of this Project is a once off.

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: 016/2021/22, DESIGN AND SUPPLY OF MTHATHA DAM & HIGHBURY SWITCHES FOR KSDLM**” Must be deposited in the Bid Box, at the offices of the King Sabata Dalindyebo Municipality, Munitata Building Corner Sutherland & Owen Street, Mthatha 5099, not later than **12h00 on Tuesday, 11 January 2022**, at which time the bids will be opened in public.

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

16. BID AND PROJECT ENQUIRIES

Please refer all SCM enquiries to **Mr. N. Zibi** via e-mail on zibin@ksd.gov.za. All Project enquiries to **Mr B. Gwadiso** via e-mail on bantu.gwadiso@live.co.za

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of R 30 000.00 up to R 50 000 000.00 (all applicable
-
- taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated NOT to exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20.
Total points for Price and B-BBEE must not exceed	<u>100</u>
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	

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

2. DEFINITIONS

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

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

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

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

contractor is an EME that has the capability and ability to execute the sub-contract.

- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm :

- 9.2 VAT registration number :

- 9.3 Company registration number :

- 9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....
.....
9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated
Registered Account Number
Stand Number

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

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

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

WITNESSES:

1.

2.

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

DATE:.....

ADDRESS:

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

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

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

5. Use of contract documents and information; inspection

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

9. Packaging

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

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

15. Warranty

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

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

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

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

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

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

16. **Payment**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. **Prices**

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

18. **Increase/decrease of quantities**

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

19. **Contract amendments**

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

20. **Assignment**

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

21. Subcontracts

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

22. Delays in the provider's performance

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

23. Penalties

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

24. Termination for Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

26. Force Majeure

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

27. Termination for Insolvency

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

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.
29. **Limitation of Liability**
- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
30. **Governing Language**
- 30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
31. **Applicable Law**
- 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
32. **Notices**
- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
33. **Taxes and Duties**
- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

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

35. Amendment of Contracts

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

D. SPECIFICATION & EVALUATION CRITERIA

SECTION 2: BACKGROUND INFORMATION

OR Tambo District Municipality through Amatola Water is required to pump water in and around OR Tambo district. 10 MVA application was made for electrical infrastructure at Mthatha Dam and Highbury. The 10MVA would only be available once certain upgrades were done on KSD's network. King Sabata Dalindyebo provided a quote to OR Tambo to the tune of ±R 100 million to make this application a success. There were 5 different packages of which all contractors have been appointed and are busy working. The two switches are part of the 5th package however due to delays from Amatola side we are unable to install them thus they will be purchased and handed over to Amatola for installation whenever they are concluded on their side.

SECTION 3: OBJECTIVES AND OUTPUTS

The objective of the enquiry is to enable the procurement of the two switches which will results in the holistic scope being realized of providing 10MVA at the Highbury and Mthatha Dam.

Locally Manufactured Product will be considered with a prescribed minimum threshold for local production and content .If Raw material or input material is not available in the country bidders must obtain a written authorisation from DTI to import such raw material.

Minimum threshold of switchgear is 50%.

SECTION 4: DELIVERABLES

As per the specs provided. It is important that the specification be sent as is to avoid any black market products that may not be compactable with the current systems.

SECTION 5: TIME FRAMES

The project duration is (12) months from date of appointment.

SECTION 6: SPECIAL CONDITIONS

Please list special conditions

As per the specs provided. It is important that the specification be sent as is to avoid any black market products that may not be compactable with the current systems.

SECTION 7: CRITERIA FOR EVALUATION OF PROPOSALS

PRE-QUALIFICATION REQUIREMENTS

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

Functionality Threshold Evaluation (Technical = 70 points)

- Evaluate submission against functionality criteria.
- Rate submission against each criteria.
- Apply the penalty system and calculate total functionality score.
- Eliminate if supplier is below minimum qualifying threshold of 70 points.

NO.	CRITERIA	WEIGHTING
1.	Experience (Proof of appointment & reference letter to be provided in order to claim points)	40
	Similar Projects that were successfully conducted. (10 points per project with a maximum of 4 projects)	40
2.	Expertise (Proof to be attached in order to claim points)	40
	The bidder is expected to attach an OEM (Original Equipment Manufacturer) certificate.	40
3.	Methodology	20
	Programme for the planning stage to the submission of detailed design report and drawings.	10
	The bidder shall attach a project plan of sufficient detail which clearly describes how the work shall be executed with associated costs and time frames.	10
GRAND TOTAL		100

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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 in Wellness Program
- [ii] **Expertise** – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.
- [iii] **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with time frames and clearly explaining how the works will be implemented.
- [b] Bids that do not meet a minimum of **70** out of **100** in total for the criteria listed above will not be considered further.

TERMS OF REFERENCE

1. INTRODUCTION

This Specification covers the design and functional requirements for medium voltage metal-clad switchgear with vacuum circuit breakers complete with current and voltage Measurement unit for tariff metering as per Station Electric Diagrams in Appendix 1. It is provided as a guide to assist in the specification of medium voltage switchgear and is intended as a supplement to Station Electric Diagram and data sheets for switchgear projects.

The project is to supply two by switchgear as per the following specifications.

2. REFERENCES

The assemblies shall be constructed, wired, and tested in accordance with all applicable sections of the latest listed IEC standards and Codes.

- 2.1.1 62271-200 - High-voltage switchgear and control gear - Part 200: A.C. metal-enclosed switchgear and control gear for rated voltage above 1 kV and up to and including 52 kV.
- 2.1.2 62271-1 - High-voltage switchgear and control gear - Part 1: Common specifications.
- 2.1.3 62271-103 - High voltage switches - Part 1: switches for rated voltages above 1 kV and less or equal to 52 kV.
- 2.1.4 62271-105 - High-voltage switchgear and control gear - Part 105: High voltage alternating current switch-fuse combinations.
- 2.1.5 60255 - Electrical relays.
- 2.1.6 62271-100 - High-voltage switchgear and control gear - Part 100: High-voltage alternating current circuit breakers.
- 2.1.7 62271-102 - High-voltage switchgear and control gear - Part 102: High-voltage alternating current disconnectors and earthing switches.
- 2.1.8 61869-2 - Instrument Transformers - Part 1: Current Transformers.
- 2.1.9 61869-3 - Instrument Transformers - Part 2: Voltage Transformers.
- 2.1.10 60044-8 - Instrument transformers - Part 8: Low Power Current Transducers.
- 2.1.11 62271-206 - High-voltage prefabricated switchgear and control gear assemblies- Voltage presence indicating systems.
- 2.1.12 62271-304 High-voltage switchgear and control gear - Part 304: Design classes for indoor enclosed switchgear and control gear for rated voltages above 1 kV up to and including 52 kV to be used in severe climatic conditions.
- 2.1. Design tests, to verify IEC ratings as identified in this specification, shall be documented as required by ISO9001-2000 and available for review and inspection.
- 2.2. Optional - Seismic assessment shall be conducted to assure the switchgear will withstand seismic levels through UBC Zone 4. Any special design or installation considerations to assure compliance with this requirement will be thoroughly documented on project drawings.

- 2.3. It shall be the Vendor and/or manufacturer's responsibility to be, or to become, knowledgeable of the requirements of these Standards and Codes. Any changes or alternations to the equipment to make it meet Standards and Codes requirements shall be at the expense of the Vendor.

3. GENERAL DESIGN REQUIREMENTS

The switchgear shall have a voltage rating of 11 kV, with one (1) Incoming circuit breaker , (2) feeder breakers and current and voltage measurement unit for tariff metering as per Station Electric Diagrams in Appendix 1 . There will be a total of 3 circuit breakers. The switchgear will be one high construction with indoor frame size of 36" wide x 95" high x (standard – 85", optional – 92") deep. End dress panels will be provided on each end of a lineup and can extend the width by approximately one inch on each end. The switchgear shall meet indoor standards as defined in IEC standards and Codes. The switchgear will be used in a (X) kV, 3-phase, 50 Hz system. It shall be composed of factory assembled metal clad cubicles. The circuit breakers shall be designed with vacuum interrupter technology and shall incorporate a (spring operated or magnetically actuated) mechanism.

3.1. Ratings

3.1.1. The switchgear will have the following rating:

- 3.1.1.1. Rated Maximum Voltage 15) kV
- 3.1.1.2. Operating Voltage 11 kV
- 3.1.1.3. System frequency 50Hz
- 3.1.1.4. Main Bus Continuous Rating (1250) A
- 3.1.1.5. Control bus DC Voltage (Nom.) (48 VDC)
- 3.1.1.6. Circuit Breaker Interrupting (25) kA
- 3.1.1.7. Close and Latch (65 kA Peak
- 3.1.1.8. Breaker Interrupting Time 3 cycles
- 3.1.1.9. Temperature rise of the switchgear will be in accordance with the latest revision of IEC standards and Codes for metal clad switchgear.
- 3.1.1.10. The equipment shall be completely factory assembled and tested prior to shipment.

3.1.1.11. The below table provides the required ratings and related capabilities of circuit breakers utilized in this switchgear project:

Nominal Voltage Class kV	Rated Maximum Voltage kV	Low Frequency Withstand Voltage kV rms	Impulse Level (BIL) kV Crest	Rated Short Circuit Current kA rms	Short Time Current 2 Second kA rms	Close and Latch kA Peak	Rated Voltage Range Factor K
11	15	36	95	25	25	65	1.0

4. BASIC CONSTRUCTION

- 4.1. The switchgear assembly shall consist of metal-clad, free-standing, vertical, dead-front steel structures containing circuit breaker compartments and circuit breakers, primary bus system, ground bus system, auxiliary compartments and transformers, protection and control devices, control bus (as required) and connection provisions for primary, ground, and control circuits. The basic structure will be of modular construction and fabricated mainly of highly reflective, 14 gauge

galvanic steel, which does not require painting due to superior resistance to corrosion. The switchgear enclosure will be constructed of double wall galvanic steel with an air gap between sheets and in the event of a fault condition, the first layer will burn and the second layer will be insulated by the air gap.

- 4.2. The switchgear system shall be comprised of the following discrete modules, arranged in an overall height of 2250mm for each vertical section as per Station Electric Diagrams in Appendix 1. The compact dimensions for easy installation in small rooms or prefabricated substations are:
- 375 to 1500 mm width
 - 1600 to 2250 mm height
 - 840 to 1400 mm depth.
- 4.3. Cables shall be connected via the front AND switchboard positioned against the wall.
- 4.4. All control functions are centralized on a front plate, thus simplifying operation. The circuit breaker enclosure shall include stationary support bushings and primary contacts for engagement with the circuit breaker or ground and test (G&T) device. Standard bushings shall be made of glass-reinforced polyester (or optional porcelain) capable of supporting the weight of the current transformers. Primary contacts will be made of copper and designed to accept round, tulip style connectors.
- 4.5. The switchgear shall be designed so that future units can be added to each end (unless coupled to other equipment). A removable plate will cover any unused openings in the side of the gear.
- 4.6. Hem-bends (rigid overlap bending) will be consistently used when building the switchgear compartments to enhance strength and to minimize potential exposure of working personnel to sharp steel edges during installation and maintenance.
- 4.7. A 6 x 50mm tin plated copper ground bus shall be provided for the entire length of the switchgear. It shall be equipped with a solderless connector for #2/0 AWG copper cable at each end. The ground bus shall be accessible in the cable compartment, and shall have connection points in each switchgear section for workmen's grounds. The ground bus will be connected to the breaker frames and will ground the draw-out circuit breaker in and when traveling in between the connected and test positions. Bare, un-plated copper ground bus is unacceptable.
- 4.8. Busbars**
- 4.8.1. The main bus compartment shall be separated from the other compartments by an 11 gauge steel barrier (or equivalent) and shall fully enclose the main bus. The main bus compartment shall be accessible from the rear through the cable compartment. Main bus ratings shall match the highest rated circuit breaker continuous current ratings and comply with IEC standards and Codes temperature rise requirements.
- 4.8.2. Busbars shall be copper and shall be completely isolated and coated with an epoxy insulation that is flame retardant, non-hygroscopic and high dielectric, except at bolted joints. The bus shall be mechanically braced for the close and latch rating of the breaker having the highest interrupting rating within each assembly. All bolted bus joints shall be (Standard – silver-plated) (Optional – tin-plated). The bus connections to the circuit breakers shall match the breaker rating. Bus supports shall be flame retardant, track resistant GPO-3 glass polyester (Optional – porcelain).
- 4.8.3. Bus joint cover boots shall be manufactured from molded PVC and shall be removable and reusable for field inspection and maintenance. Taping of bus joints is not acceptable.
- 4.8.4. The shape of the bus bar shall be full round edge. The main bus shall not be tapered.

- 4.8.5. Bus bar connections shall be mechanically secured with reusable fastening devices that shall maintain adequate pressures at the joints within the operating temperature range of the switchgear.
- 4.8.6. The bus bars and support systems shall be designed to withstand the forces created during short circuit conditions at the rated momentary and short-time (2-second) conditions of the highest rated circuit breaker. Supports shall be made of (Standard - glass polyester) (Optional - porcelain).
- 4.8.7. An insulated, rigid, copper riser bus shall be provided from the circuit breaker / switchgear primary disconnects to a cable compartment location to allow cable termination lug connections. Riser bus connections to bus duct shall be rigid. Cable termination bus arrangement shall allow at least 36 inches for primary cable stress cones or potheads. Connections to roof entrance bushings shall include flexible straps from the rigid bus to the roof bushings.
- 4.8.8. Standard termination bus shall meet the bolt hole requirements of NEMA CC1-4.05, and shall typically be the NEMA 4-hole pattern. (Optional - Vendor will supply - crimp type cable lugs, compression type cable lugs, - as shown on project data sheets.)
- 4.8.9. The design shall be adaptable for top or bottom primary entrance arrangements. In 2-high breaker arrangements, each set of primary connections and zero-sequence current transformers, if applicable, shall be isolated into separate compartments by a grounded steel partition in accordance with IEC standards.
- 4.9. Bar type / zero-sequence current transformers, lighting arresters, surge capacitors, stationary control power transformers, ground sensors, or other auxiliary equipment shall be mounted in the cable compartments. An optional 7" rear extension shall be provided to accommodate additional equipment and power cable if required.
- 4.10. Control switches, instruments, meters, position indicating lights, protective relays, etc. shall be in a separate compartment from the circuit breaker. All other monitoring devices such as CT's and limit switches may be located within other compartments. Low voltage compartment door mounted devices shall be mounted on the front of the switchgear panels and arranged in an approved, logical, symmetrical manner. In those cases where there is not enough space on the door of the instrument compartment, a 10" front extension shall be installed to mount metering, protection, and control devices.
- 4.11. The breaker cubicles and circuit breaker units shall be constructed so that each unit of the same rating is interchangeable.
- 4.12. Solidly grounded metal (Optional – non-metallic poly carbonate) shutters shall automatically open when the breaker or G&T device is racked into the connected position and close (covering the primary contacts and current transformers) when racked to the test or disconnected positions or withdrawn from the cell. Shutter grounding shall be by dedicated ground wires, and shall not be dependent on grounding through hinges or moving contact surfaces. The actuation of the shutters must be by the movement of the circuit breaker. Gravity and spring-operated shutters are not acceptable.
- 4.13. Switches
- 4.13.1. Breaker control switches shall not be mounted adjacent to meter switches, and shall have "pistol grip" handles. Switches to be Electroschwitch Series 24 or equivalent.
- 4.13.2. Meter switches shall have "knurled knob" handles. Switches to be Electroschwitch Series 24 or equivalent.

- 4.13.3. Control and instrument switches will be provided and wired in accordance with specified single line diagrams and data sheets, and will be mounted only on low voltage compartment doors and panels.
- 4.14. Externally-visible, permanent nameplates shall be provided to identify each instrument, instrument switch, meter, relay, control switch, indicating light, circuit breaker compartment, potential transformer compartment, and auxiliary compartment. Equipment and terminal blocks within the compartments shall be suitably identified. Relays shall be designated as to use and as to the phase to which they are connected. Nameplates shall be laminated plastic. Characters shall be black letters on a white background.
- 4.15. Auxiliary switches shall be wired out to terminal blocks for customer convenience.
- 4.16. The compartment door shall be securely held with tamper-resistant hinges and sealed with (standard - multiple, tamper-resistant, captive manual fasteners) (optional - a single handle, multi-point latching mechanism in available ratings). (Optional -Compartment doors will include provisions for padlocking. Others to supply locks).

5. POWER CIRCUIT BREAKERS

- 5.1. The power circuit breakers shall be electrically operated, 3-pole, draw-out type, with vacuum interrupters and manual charging of a spring type stored energy operating mechanism. The power circuit breaker shall be provided with self-aligning line-side and load-side disconnecting devices. Circuit breakers to be Schneider-Electric DMV-A Single-isolation circuit breaker unit or similar.
- OR
- 5.2. The power circuit breakers shall be electrically operated, 3-pole, draw-out type, with vacuum interrupters and a magnetic actuator operating mechanism with capacitor stored energy. The power circuit breaker shall be provided with self-aligning line-side and load-side disconnecting devices. Circuit breakers to be Schneider-Electric DMV-A Single-isolation circuit breaker unit or similar. . The circuit breaker mechanism shall have a life of 100,000 no-load operations.
- 5.3. The breaker racking system shall allow smooth, consistent breaker movement with the door closed and shall have three positions in addition to the fully withdrawn position; disconnect, test and connected. The circuit breaker shall stop and lock in all three positions, requiring operator action to move from one position to another. The circuit breaker door must be provided with impact resistant poly carbonate viewing window of at least 86 square inches and 1/2" thick to determine breaker position, open/closed indicator, spring charge status, and operations counter.
- 5.4. The circuit breaker will be provided with an integral racking mechanism. Circuit breakers utilizing switchgear mounted racking mechanisms separate from the circuit breaker are not acceptable.
- 5.5. The draw-out mechanism shall hold the breakers rigidly in the CONNECTED (primaries and secondaries engaged), TEST (primary contacts disconnected and shutter closed, but control contacts engaged) and DISCONNECTED (both primary and secondary contacts disengaged) positions, with the door closed. The secondary contact plug shall automatically disconnect when the breaker is moved from the TEST to the DISCONNECTED position. A single (25 pin) fully automatic, self-aligning, secondary disconnecting device shall be provided to act as a disconnect for the secondary connections between the circuit breaker and the switchgear. The disconnecting device shall be positioned and constructed as to not expose the operator to live parts. The secondary disconnect shall connect automatically when the circuit breaker is racked into the test and connected positions. A double (50 pin) disconnect arrangement shall be available as an option and provided as shown on

project data sheets. The female portion of the disconnect system shall reside in the breaker compartment, so that energized contacts are recessed and remain "touch safe". To guarantee the integrity of operating personnel, it shall not be required to open or keep opened the door of the circuit breaker compartment after the breaker has been locked in the disconnected position to be able to rack the breaker or connect the secondary contacts, Circuit breakers that require manual connecting or disconnecting of the secondary contacts are unacceptable.

- 5.6. The breakers in the lower compartment shall be held captive in the cubicle by means of a latching mechanism, even in the disconnected position. Removal of the circuit breaker shall be by means of unlatching the mechanism and pulling the circuit breaker onto a lift truck. Cell must have a minimum of a 1" lip for proper sealing of the door and to prevent ingress of dirt and other contaminants. Circuit breakers that require rail extensions for circuit breaker removal are not acceptable.
- 5.7. Wheels shall be provided on the bottom of the circuit breaker for easy floor rolling after the breaker is removed from the frame. Circuit breakers that require a separately purchased floor rolling truck assembly are not acceptable.
- 5.8. Interlocks shall be provided which will prevent connecting the breaker to, or disconnecting it from the bus stabs unless the breaker is OPEN (tripped), assuring proper sequencing and safe operation. The close springs of the circuit breaker will automatically discharge when the breaker is released from the cell by pulling in on the truck latch assembly. Provisions shall be made for the addition of optional KIRK KEY interlocks, as shown on project data sheets and the single line diagram.
- 5.9. Control voltage and trip voltage shall be as follows:
 - 5.9.1. The breaker motor charging range shall be (48VDC). The trip voltage shall be (48VDC). The close voltage shall be (48VDC). The direct current power source shall be provided from a 50V battery and charger.
 - 5.9.2. Close and trip circuits for each breaker shall be separately fused. Fuse blocks shall be dead front, pull-out type, which provides the control power disconnecting means.
- 5.10. The circuit breaker shall be provided with a toroidal spring mechanism, which allows for the easiest manual charging. The mechanism shall rotate the main horizontal shaft in only one direction, in order to reduce wear and maintenance costs and eliminating mechanism binding. The breaker shall be equipped with the "stored energy operation" type, anti-pump-operating mechanism. It shall be possible to open and close the breakers manually. The circuit breaker shall be capable of operating in three cycles which means smaller power cables, lower construction costs, and improved system quality. The mechanism shall be completely front accessible and maintainable by removing the faceplate. Breakers that require lifting to access the mechanism under the carriage are unacceptable.

Or

The circuit breaker shall be provided with a magnetically actuated mechanism which shall use a flux-shifting device with integral permanent magnets. It also shall incorporate an electronic controller and a capacitor for energy storage. The circuit breaker mechanism shall be capable of 100,000 no-load operations. The breaker shall be virtually maintenance free, except for minor lubrication. The circuit breaker shall be capable of operating in three cycles which means smaller power cables, lower construction costs, and improved system quality. The mechanism shall be completely front accessible and maintainable by removing the faceplate. Breakers that require lifting to access the mechanism under the carriage are unacceptable. It shall be possible to program the electronic controller to react in three different ways upon loss of control power: 1) trip the circuit breaker immediately, 2) trip the circuit breaker with a delay, or 3) remain in the closed position.

- 5.11. A single (25 pin) fully automatic, self-aligning, secondary disconnecting device shall be provided to act as a disconnect for the secondary connections between the circuit breaker and the switchgear. The disconnecting device shall be positioned and constructed as to not expose the operator to live parts. The secondary disconnect shall connect automatically when the circuit breaker is racked into the test and connected positions. A double (50 pin) disconnect arrangement shall be available as an option and provided as shown on project data sheets. The female portion of the disconnect system shall reside in the breaker compartment, so that energized contacts are recessed and remain "touch safe". To guarantee the integrity of operating personnel, it shall not be required to open or keep opened the door of the circuit breaker compartment after the breaker has been locked in the disconnected position to be able to rack the breaker or connect the secondary contacts; Circuit breakers that require a manual secondary contact connecting plug are not acceptable.
- 5.12. The circuit breaker enclosure shall have interference blocking to prevent the insertion of improperly rated breakers. Note: Circuit breakers with a single secondary disconnect are not interchangeable with a dual secondary disconnect.
- 5.13. The breaker shall include 8 available mechanism operated contacts (MOC) consisting of 4a and 4b contacts, wired through the secondary disconnect. Up to 9 additional MOC contacts (5a, 4b) can be installed on the breaker and wired through the secondary disconnect, for a total of 17 available MOC contacts. All breaker-mounted contacts shall operate in both connected and test positions. Mechanism operated contacts that are installed external to the circuit breaker requiring complex linkages and alignment procedures to the breaker are not acceptable.
- 5.14. Provisions for padlocking breakers in any of the positions shall be included.
- 5.15. Circuit breaker power draw-out contacts shall be silver-plated.
- 5.16. The breaker shall have an mechanism device to indicate open or closed position, and spring charge status. Only the correct status flag for any single function shall be visible. Additionally, the breaker shall have a 5-digit, non-resettable operations counter.

6. INSTRUMENT AND CONTROL POWER TRANSFORMERS

GBC- A Current and voltage measurement unit Schneider electric type (SM6-24: 750 mm) or similar shall be supplied together with the switchgear as per Station Electric Diagrams in Appendix 1, with the following specifications.

- 6.1. Current Transformers
- 6.1.1. CT nameplates shall be located on the CT housing and information provided shall be in accordance with IEC standard. The CT winding shall terminate on a screw type terminal on the CT housing and shall be wired to shorting terminal blocks.
- 6.1.2. Each current transformer shall have a 5-ampere secondary and a primary rating as shown on the Data Sheets and One-Line diagram.
- 6.1.3. Ratings and accuracies shall be in accordance with IEC for the metering and relay applications shown on the Data Sheets.
- 6.1.4. Each current transformer shall have a short-circuiting device (shorting type terminal blocks). The first termination of each current transformer shall be at the short-circuiting device terminal blocks where the ground connection is also made.

6.1.5. Low voltage ring type CT's will be bushing-mounted, located behind the shutters and accessible from the front. Bushing design will accommodate up to four standard accuracy CT's per phase (two on the bus side and two on the load side) for all ratings

Current Transformers (CT) To Be Included In Switchgear		Yes
CT Orientation	Unit	P1 Towards the Busbar
Core 1		11kV INCOMER- OC/EF Protection
a) Ratio	A	600/300/5
b) Secondary Rating	A	5
c) Burden	VA	20
d) Class		5P20
Core 2		11kV INCOMER- OC/EF Protection
a) Ratio	A	600/300/5
b) Secondary Rating	A	5
c) Burden	VA	20
d) Class		5P20

Current Transformers (CT) To Be Included In Switchgear		Yes
CT Orientation	Unit	P1 Towards the Busbar
Core 1		11kV Feeder - OC/EF Protection
a) Ratio	A	200/5
b) Secondary Rating	A	5
c) Burden	VA	20
d) Class		5P20
Core 2		11kV Feeder - Metering
a) Ratio	A	200/5
b) Secondary Rating	A	5
c) Burden	VA	20
d) Class		0.2FS5
Core 3		11kV Feeder Spare
a) Ratio	A	800/400/5
b) Secondary Rating	A	5
c) Burden	VA	20
d) Class	Class 0.1	5P20

TARRIF METERING Current Transformers (CT) To Be Included In Switchgear		Yes
CT Orientation	Unit	P1 Towards the Busbar

TARRIF METERING Current Transformers (CT) To Be Included In Switchgear		Yes
Core 1		11kV - Metering
a) Ratio	A	600/300/5
b) Secondary Rating	A	5
c) Burden	VA	20
d) Class		0.2FS5
Core 2		11kV - Metering
a) Ratio	A	600/300/5
b) Secondary Rating	A	5
c) Burden	VA	20
d) Class		0.2FS5

6.2. Potential Transformers

- 6.2.1. Potential transformer shall be designed to withstand the Basic Impulse Level (BIL) of the switchgear. Potential transformers shall always be fused. Potential transformers shall be mounted on a draw-out unit in an auxiliary enclosure, which disconnects them from the primary circuit safely. The Voltage transformers shall be supplied in accordance with project data sheets and the single line diagram.
- 6.2.2. Voltage transformers shall be mounted in a separate draw-out compartment (truck assembly) and so arranged that the unit can be withdrawn from the operating position via a racking device with the door closed. In the withdrawn position, the fuses shall be completely disconnected from service and all exposed parts shall be visibly grounded.
- 6.2.3. The Voltage transformers compartment shall incorporate extension rails to allow changing fuses and general maintenance without the need to take the truck assembly completely out of its compartment.
- 6.2.4. Voltage transformers shall be connected to the line or load via solid copper rod, bus or shielded cable.
- 6.2.5. Each transformer shall be protected with current-limiting primary fuses, and shall be designed to withstand the basic impulse level of the switchgear.
- 6.2.6. Each transformer shall have a 110-volt phase to phase secondary and in accordance IEC accuracy classification meeting the requirements of the application.

INCOMER Cable Connected Voltage Transformers (VT)		
a) Cable Connected VT required		Yes
b) Construction		3 x Single Phase
c) Voltage Factor	p.u.	1.2 (Continuous)
	p.u.	1.9 (30s)
d) Primary Earthing		Neutral

INCOMER Cable Connected Voltage Transformers (VT)		
3 Phase Winding		Yes
a) Connection Topology		Star / Star
b) Type		Metering
c) Accuracy Class		0.2
d) Primary Rated Voltage	kV	11/ $\sqrt{3}$
e) Secondary Rated Voltage	V	110/ $\sqrt{3}$
f) VA Rating (@ 0.8 lagging Power Factor)	VA	100
g) Secondary Earthing		Neutral Earthing in LV Compartment
Open Delta Winding		Yes

6.3. Control Power Transformers

- 6.3.1. Control power transformers shall be dry type with disconnecting type current limiting primary fuses and fused 120/240 volt secondary. Transformers up to 15kVA single phase (or fuses for above 15kVA) shall be mounted on a truck assembly, which is moved between the connected and disconnected position via closed door racking and utilizing the same racking device as the circuit breaker.

7. RELAYING

- 7.1. All protective relays, auxiliary relays, indicating instruments, recording instruments, indicating lights, transducers, etc. shall be housed in the low voltage compartment unless specifically allowed by the project data sheets. The low voltage compartment shall isolate the above equipment so that additional arc flash protection is available. Relays and instruments shall be provided and wired as specified on the project single line diagram and data sheets. A multi-function, 3-phase microprocessor based relay and control package shall be used in 2-high breaker arrangements. Alternative relay types may be used in 1-high configurations to the extent allowed by mounting space in the low voltage compartments. Door-mounted protective relays will be draw-out type whenever practical.
- 7.2. Protective relays and test devices shall be semi-flush mounted. The relays shall be so arranged that they can be tested in position on the panel and readily withdrawn from the panel for inspection or replacement.
- 7.3. The relays shall be provided with targets with an external reset feature.
- 7.4. Switchgear device function numbers shall be in accordance with IEC standard.
- 7.4.1. Three 3-phase overcurrent protection (time and instantaneous)
- 7.4.2. Ground overcurrent (time and instantaneous)
- 7.4.3. Multi-shot reclosing

- 7.4.4. High set instantaneous
- 7.4.5. Ammeter, demand and peak demand ammeters
- 7.4.6. Event recording
- 7.4.7. Accumulation of breaker interrupting duty
- 7.4.8. Continuous self-checking
- 7.4.9. RS-232 and RS-485 communications ports for remote terminal connection.

8. GENERAL CONTROL AND METERING

- 8.1. Instruments and meters shall be rectangular and anti-fungi, black finish, dust proof and semi-flush mounted digital switchboard type.
- 8.2. Tariff Current transformers shall be Class 0.1 20VA 150/5Ampere.
- 8.3. The equipment panel shall be arranged symmetrically and when possible shall allow for possible future additions.
- 8.4. Instrument switches shall have black knurled non-removable handles. The circuit breaker controls shall have non-removable pistol grip handles.

9. CONTROL DEVICES AND WIRING

- 9.1. Control devices, control buses, local control, instrument cables and wiring on the equipment shall be installed at the factory. Low voltage cables shall be enclosed in grounded metal flexible conduit when routed through a high voltage compartment. Control wiring shall be neatly bundled and tie wrapped where applicable. Wiring shall be protected from rubbing against door flanges or other parts of the enclosure.
- 9.2. Control relays, auxiliary contacts and small mechanisms shall be enclosed, protected and accessible for maintenance.
- 9.3. Fuses shall be provided in each closing circuit of each circuit breaker. These fuses shall be respectively located in the low voltage compartment of the circuit breaker frame. Only the closing circuit shall be fused; there shall be no fuses in the tripping circuit
- 9.4. Control wire shall be fourteen (14) gauge SIS stranded, extra-flexible, 600V flame retardant, gray color and UL-listed wire except where larger sizes are needed for current carrying requirements. Current transformers shall be provided with a minimum of twelve (12) gauge. The conductors shall be stranded copper for fixed wiring and extra flexible stranded copper for hinge wiring. The conductors shall be 90 degrees Celsius normal operating temperature, flameproof 600-volt switchboard cable and shall meet ICEA S-66-524 NEMA publication No. WC-7 Standards for cross-linked thermosetting polyethylene insulated wire and cable. Flexible connections between stationary and hinged panels or doors shall be made between terminal blocks or clamped in such a manner as to afford flexibility without damage to the wires. The wires shall be neatly bundled and tie wrapped.
- 9.5. The assembled control equipment and wiring connections shall be insulated for 600-volts and shall be subjected to a one (1) minute test of 1500-volts AC at the factory after fabrication and assembly is complete.
- 9.6. Terminal blocks shall be provided for terminating all power and control wiring. Terminal blocks shall be rated at 600-volts, strap screw terminals with white marking strips showing terminal numbers.

- 9.7. Terminal blocks shall be conveniently located for external connection without accessing the high voltage compartments and shall be marked appropriately. A wire label at both ends will identify each internal connecting wire. (Optional - Marked wires or wire markers shall be provided on both ends of every conductor.)

10. NAMEPLATES

- 10.1. Nameplates shall be laminated white plastic with black lettering.
- 10.2. Nameplates shall be provided on all relaying, metering, and control devices.
- 10.3. Circuit identification nameplates shall be placed on the front and back of each switchgear frame.

11. FINISH

- 11.1. All non-galvanic steel within the switchgear and metal-enclosed bus enclosures shall be cleaned, iron phosphated and painted in accordance with the manufacturer's standard practice for the environmental conditions specified. The enclosure final exterior color paint coat shall be ANSI No. 61 gray.
- 11.2. The interior shall utilize galvanic steel for internal construction. The galvanic steel shall provide inherent reflective properties to its surface and shall not peel, scratch, rust or corrode. Painted interiors are subject to scratching during racking of the circuit breakers and normal maintenance of the switchgear and are therefore unacceptable.
- 11.3. Manufacturer shall supply paint, matching each color used, for field "touch up" after installation of the equipment.

12. TESTING

- 12.1. The control circuits shall be operated at the normal voltage and current for proper operation of circuit breakers, circuit breaker simulators, switches, contactors, interlocks, etc.
- 12.2. Instruments shall be energized from the low voltage winding of the potential transformers and the low current winding of current transformers. Where practical, each instrument shall be operated through its range of voltage, current and/or phase angle and frequency to produce deflections over the entire scale.
- 12.3. The ratio and interconnections of all potential transformers shall be functionally checked to verify conformance to the electrical drawings and electrical bills of material.
- 12.4. Relays shall be tested by applying rated current and/or voltage as required to determine proper performance characteristics. Each relay shall be tested to determine its proper operation in itself and also in the total overall circuit performance.
- 12.5. A static circuit check shall be performed for auxiliary switches, external circuit connections and parts of circuitry that have not been checked or cannot be checked functionally. The devices shall be checked for mechanical function and for conformance to the schematic and wiring diagrams.
- 12.6. After all electrical tests and mechanical checks have been completed and corrections have been signed off, the following dielectric tests shall be performed:

- 12.6.1. Each power bus shall be given a high voltage withstand test from phase to phase and phase to ground at the specified voltage, frequency and time duration indicated in the IEC Standard.
- 12.6.2. Control wire shall be given a high voltage withstand test from wire to ground at the specified voltage, frequency and time duration with reference to the proper standard.

13. ENGINEERING DATA REQUIREMENTS

13.1. Standard Class I drawings shall consist of a system single line drawing; front view; floor plan and section view drawing. Standard Class II drawings shall consist of Class I drawings plus 3-phase elementary and schematic diagrams, nameplate drawing, instrument layout and bills of material.

13.2. Drawings shall indicate all equipment, but only such equipment, as is actually in the switchgear scope of supply. All user connection and interface points shall be clearly marked, including primary and secondary cable entrances and connection points, installation details, generic interframe assembly and generic connection details for shipping splits.

13.3. Drawing Requirements

13.3.1. Auto Cad Version 2000 or greater supplied for all drawings.

13.3.2. Electronic drawing PDF format files for approval shall be supplied with Bid. Where possible, typical drawings shall be supplied as PDF files for class 1 and either PDF files

13.3.2.1. Structural Drawings, with critical dimensions, showing:

- 13.3.2.1.1. Arrangement.
- 13.3.2.1.2. Plan, front view, and elevation section views.
- 13.3.2.1.3. Required clearances for opening doors and for removing breakers.
- 13.3.2.1.4. Conduit or cable trays entrance locations and dimensions for both top and bottom entrance.
- 13.3.2.1.5. Bus bar locations and configurations.
- 13.3.2.1.6. Incoming and outgoing power cable terminator positions.
- 13.3.2.1.7. Anchor bolt locations.
- 13.3.2.1.8. Grounding connections.
- 13.3.2.1.9. Weight of equipment.

13.3.2.2. Elementary Three-Line Diagrams

- 13.3.2.2.1. Three line diagrams, with IEC device function numbers used throughout, shall show all:
- 13.3.2.2.2. Instrument transformers.
- 13.3.2.2.3. Relays.
- 13.3.2.2.4. Meters and meter switches.
- 13.3.2.2.5. Breakers and other pertinent devices.

13.3.2.3. Schematic Diagrams

- 13.3.2.3.1. Schematic diagrams shall be furnished for the electrically-operated breaker / relay control scheme.
- 13.3.2.3.2. Each schematic diagram shall show all control devices and device contact, each of which shall be labeled with its proper IEC device function number.

- 13.3.2.3.3. Each schematic diagram shall show device and terminal block terminal numbers for customer connections.
- 13.3.2.3.4. Provide control switch development tables.
- 13.3.2.4. Detailed Connection (Wiring) Diagrams showing, submitted for record only:
 - 13.3.2.4.1. Approximate physical location of all items in each unit.
 - 13.3.2.4.2. All wiring within each unit.
 - 13.3.2.4.3. All interconnecting wiring between units.
 - 13.3.2.4.4. Identification of all terminals, terminal blocks, and wires.
- 13.3.2.5. Provide one set of drawings shipped with the switchgear for start-up use.
- 13.4. Material List
 - 13.4.1. An electrical bill of material list shall be furnished listing the quantity, rating, type, and manufacturer's catalog number of all equipment on each unit.
- 13.5. Installation, Operating, and Maintenance Instructions
 - 13.5.1. Installation, operating, and maintenance instructions shall cover switchgear, breakers, relays, meters and devices requiring installation, programming and / or maintenance.
 - 13.5.2. The breaker operating mechanism shall be front-accessible, and all routine maintenance shall be performed with the breaker in an upright position. The interrupters shall be completely sealed requiring no interphase barriers. Breakers shall be designed for easy insertion, removal and transport on flat indoor surfaces. A breaker lift truck shall be furnished with each switchgear assembly.

14. PREPARATION FOR SHIPMENT

- 14.1. Preparation for Shipment shall be in accordance with manufacturer's standards. The Bidder shall be solely responsible for the adequacy of the Preparation for Shipment provision employed in respect of materials and application, to provide materials and their destination in ex-works condition when handled by commercial carrier systems.

15. SHIPPING

- 15.1. Instructions for receiving, handling, and storage shall be provided with the switchgear shipment.
- 15.2. Circuit breakers shall not be shipped installed in the switchgear assembly to avoid damage.
- 15.3. Each "shipping section" of stationary structures shall be provided with a permanently-attached, readily-visible identification tag bearing the equipment number of the assembly of which it is a part.
- 15.4. The switchgear shall be split in the most efficient manner for shipping.
- 15.5. If shipped in sections the wiring between the units shall be terminated on terminal blocks on each side of the shipping split. Jumpers shall be provided and marked for convenient connection in the field.
- 15.6. All accessory items shall be shipped with the switchgear. Boxes and crates containing accessories shall be clearly marked with the contents.
 - 15.6.1. Accessories include:
 - 15.6.1.1. A breaker lifting truck device to allow a circuit breaker, or auxiliary draw-out unit to be

elevated and then inserted or withdrawn from upper or lower compartments.

- 15.6.1.2. Circuit breaker accessories, including a hand crank for manually operating the breaker, PT/CPT/draw-out fuse racking system and/or a handle for manually charging the stored energy system on circuit breakers.
- 15.6.1.3. An electrical test jumper for connecting the breaker to the switchgear control circuit while the breaker is completely out of the cell.
- 15.6.1.4. Optional - An electrical test cabinet with door-mounted open and close pushbuttons for testing the circuit breaker away from the switchgear.
- 15.6.1.5. Optional - Vendor's standard, manually operated Ground & Test device – 3-terminal or 6-terminal.
- 15.6.1.6. Optional - Relay/test plug for each type of device, as applicable.

16. PROVISIONS FOR HANDLING AND FIELD ERECTION

- 16.1. Each assembly order shall be furnished with one set of channel base extensions suitable for crane hooks or slings.
- 16.2. Each shipping split shall be furnished with removable steel shipping channels that permit the use of pipe rollers or dollies without damaging the frame steel of the equipment.

Bill of Quantities

Item	Description	Quantity	Total Cost
1	Design, manufacture, test and supply a complete switchgear as per spécification supplied above.	2	
2	Deliver switchgear to KSDLM in a secured packaging.	2	
	Grand Total including (VAT)		

THE BASIS FOR SCORING IS AS FOLLOWS:

Mandatory Requirements. These are a requirement that if the Bidder is not compliant and does not furnish evidence thereof, leads to automatic disqualification. Objective criteria proof need to be provided before a Contract is awarded. It is in the Bidders' interest to provide proof that the Bidder meets the Mandatory requirements.

E. LIST OF ANNEXURES

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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)	
4.	PERSON AND POSITION	HOURLY RATE DAILY RATE R----- ----- R----- ----- R----- ----- R----- ----- R----- -----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT	
	-----	R----- days
	-----	R----- days
	-----	R----- days
	-----	R----- days

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

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

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

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

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

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

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

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

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:.....

3.2 Identity Number:.....

3.3 Company Registration Number:

3.4 Tax Reference Number:.....

3.5 VAT Registration Number:.....

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

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

* MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

YES / NO

3.8.1 If so, furnish particulars.

.....

.....

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

YES / NO

3.9.1 If so, furnish particulars

.....

.....

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

YES / NO

3.10.1 If so, furnish particulars.

.....

.....

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

YES / NO

3.11.1 If so, furnish particulars.

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

***YES / NO**

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

.....

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

***YES / NO**

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

2.2 If yes, provide particulars.

.....

* Delete if not applicable

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

***YES / NO**

3.1 If yes, furnish particulars

.....

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

***YES / NO**

transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature Date

.....
Position Name of Bidder

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if –

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

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

2. Definitions

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

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

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

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

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

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

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

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

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as

described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFPA), 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 **016/2021-22** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE :

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 APPLICABLE (ALL 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 ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	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 A.2
PAST EXPERIENCE WITH KING SABATA DALINDYEBO MUNICIPALITY

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

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

.....
DATE

.....
SIGNATURE OF BIDDER

**ANNEXURE B
COMPANY DETAILS**

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

Registered Company Name:

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

**ANNEXURE C
JOINT VENTURE DISCLOSURE FORM**

GENERAL

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

1. JOINT VENTURE PARTICULARS

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

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

d) Telephone

e) Fax

2. **IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

2.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax.....

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

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax.....

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

.....

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

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax.....

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

.....

3.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax.....

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

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax.....

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

.....

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

.....

.....

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

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

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

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

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

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

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

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

(a) Joint Venture cheque signing

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

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

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

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

.....
.....

(d) Acquisition of lines of credit

.....

-
-
- (e) Acquisition of performance bonds

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

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

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

- (a) Supervision of field operations
-

- (b) Major purchasing
-

- (c) Estimating
-

- (d) Technical management
-

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

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

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

.....

.....

.....

.....

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

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

10. PERSONNEL

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

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

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

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

.....

.....

.....

.....

.....

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

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

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

(Continue as necessary)

**ANNEXURE D
COMPANY COMPOSITION**

GENERAL

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

NAME	IDENTITY NUMBER	CITIZENSHIP	HISTORICALLY DISADVANTAGE D INDIVIDUALS STATUS (Y/N)	DISABILIT Y	FEMAL E	DATE OF OWNERSHI P	% OWNED	VOTING %

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.