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# MPUMALANGA PROVINCIAL GOVERNMENT



## DEPARTMENT OF CO-OPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS

**BID NUMBER: CGT/087/21/MP**

### **FRAMEWORK CONTRACTS FOR THE SERVICE OF MANAGEMENT CONTRACTORS FOR THE RENEWAL, MAINTENANCE, REPAIR AND OPERATION OF MUNICIPAL ELECTRICITY INFRASTRUCTURE WITHIN MPUMALANGA PROVINCE**

ISSUED BY:

Department of Co-operative Governance & Traditional Affairs  
Private Bag X11304  
**Mbombela**  
1200

NAME OF BIDDER: .....

TOTAL BID PRICE (all inclusive) :.....

(Also in words): .....

.....

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE &amp; TRADITIONAL AFFAIRS</b>					
BID NUMBER:	CGT/087/21/MP	CLOSING DATE:	08 NOVEMBER 2021	CLOSING TIME:	12H00
DESCRIPTION	FRAMEWORK CONTRACTS FOR THE SERVICE OF MANAGEMENT CONTRACTORS FOR THE RENEWAL, MAINTENANCE, REPAIR AND OPERATION OF MUNICIPAL ELECTRICITY INFRASTRUCTURE WITHIN MPUMALANGA PROVINCE				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>MBOMBELA</b> , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, <b>PIET RETIEF</b> , No. 11 Measroch Street, Piet Retief Office, <b>KWAMHLANGA</b> , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre <b>EVANDER</b> , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, <b>BUSHBUCKRIDGE</b> , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), <b>MIDDELBURG</b> , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, <b>MALELANE</b> , 24 Air Street, Malelane, <b>ELUKWATINI</b> , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
				<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>			
		AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		<input type="checkbox"/>			
		A REGISTERED AUDITOR			
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
		[IF YES ENCLOSE PROOF]		<input type="checkbox"/> Yes <input type="checkbox"/> No	
				[IF YES ANSWER PART B:3 BELOW ]	
SIGNATURE OF BIDDER		.....		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY	COGTA		CONTACT PERSON	Ms L Van der Walt	
CONTACT PERSON	Mr TG Nzimande		TELEPHONE NUMBER	013 766 6584	
TELEPHONE NUMBER	013 766 6374		FACSIMILE NUMBER		
CELL. NUMBER					
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS	gnzimande@mpg.gov.za				

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
1.6.	OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) 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	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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



**co-operative governance  
& traditional affairs**

**MPUMALANGA PROVINCE  
REPUBLIC OF SOUTH AFRICA**

**Department of Cooperative Governance and Traditional Affairs (COGTA)**

**Cooperative Governance & Traditional Affairs (CoGTA)**

**REPUBLIC OF SOUTH AFRICA**

**Tender No. CGT/**

**Framework contracts for the services of management contractors for the renewal,  
maintenance, repair and operation of municipal Electricity infrastructure within  
Mpumalanga Province**

**PROCUREMENT DOCUMENT**

(Based on NEC3 Term Service Contract – Option D)

July 2021

**Issued by:**

Department of Cooperative Governance and Traditional Affairs  
COGTA Samora Machel,  
Riverside Park,  
Mbombela, 1200  
Mpumalanga Province

**Name of Tenderer: .....**

**Department of Cooperative Governance and Traditional Affairs**  
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

**Framework contracts for the services of management contractors for the renewal,  
maintenance, repair and operation of municipal Electricity infrastructure within  
Mpumalanga Province**

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**Department of Cooperative Governance and Traditional Affairs**  
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

**Framework contracts for the services of management contractors for the  
renewal, maintenance, repair and operation of municipal Electricity infrastructure  
within Mpumalanga Province**

**T1.1 Tender Notice and Invitation to Tender**

The Department of Cooperative Governance and Traditional Affairs (COGTA) is a Government Component within the Ministry for Cooperative Governance and Traditional Affairs (CoGTA). The Department of Cooperative Governance and Traditional Affairs (COGTA) has invited bids for the services of contractors to enter into framework contracts over a three-year term without a commitment to a quantum of work to provide management contractor services relating to the maintenance, repair and operation of municipal electricity infrastructure within Mpumalanga Province

COGTA will enter into framework contracts with a successful tenderer. Organs of state including departments, public entities, municipalities and municipal entities may make use of this framework agreements and issue Task Orders for works falling within the scope of the contracts that are entered into.

Contracts will be based on the NEC3 Term Service Contract (Option D).

The Tender Documents will be available from **e-Tender Publication Portal** ([www.etenders.gov.za](http://www.etenders.gov.za)) of National Treasury of the Republic of South Africa from date of publication of the Notice of Request for Proposals in Government Tender Bulletin and/ or any national media. Any queries related to e-Tender Publication must be communicated with [eTenders@treasury.gov.za](mailto:eTenders@treasury.gov.za) or by contacting the Office of Chief Procurement Officer through Supply Chain Call Centre on 012 406 9222).

Technical enquiries shall be directed to Cogta Department. Please note that response(s) to enquiries will be communicated to all tenderers who would have attended the compulsory briefing session. Therefore, it is a responsibility of tenderers or their representatives to record correctly their email addresses in the compulsory briefing session attendance register. COGTA does not take any responsibility for wrongly and/ or illegibly written email addresses.

The closing time for receipt of tenders is stated on the advert.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Issued by:

**Head of Department**  
**Department of Cooperative Governance and Traditional Affairs**  
**Mpumalanga Provincial Government**

**Department of Cooperative Governance and Traditional Affairs**  
**Cooperative Governance & Traditional Affairs (CoGTA)**

Tender No. CGT/

**Framework contracts for the services of management contractors for the  
renewal, maintenance, repair and operation of municipal Electricity infrastructure  
within Mpumalanga Province**

**T1.2 Tender Data**

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The employer is the Department of Cooperative Governance and Traditional Affairs
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer is:  Name: COGTA <b>Physical Address:</b> Department of Cooperative Governance and Traditional Affairs COGTA Samora Machel, Riverside Park, Mbombela, 1200 Mpumalanga Province <b>Telephone:</b> (013) 766 6245 <b>Email:</b>
3.4	The language for communications is English
4.7	The arrangements for a compulsory clarification meeting are as stated in the Advert and Invitation to Tender.  Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy.

4.13.2	The address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
4.13.3	<p><b>Location of tender box:</b> Mpumalanga Provincial Treasury (Department of Finance)</p> <p><b>Physical Address:</b> Department of FProvincial Treasury Riverside Park, Mbombela, 1200</p> <p><b>Identification details:</b> Reference no, Title of Tender and the closing date and time for tenders</p>
4.13.4	Tender document shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a CD or Flash Drive.
4.13.5	<p>The tenderer is required to meet the following conditions :</p> <ol style="list-style-type: none"> <li>1. All declaration pages fully completed, signed and submitted.</li> <li>2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink.</li> <li>3. None of the documents have correction fluid on them. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory</li> <li>4. The tender documents issued by COGTA are not tampered with and the content remains unchanged.</li> <li>5. Tenderers (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate but not limited to: Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information and Company Directors). Tenderers must ensure that they are registered on the CSD before submitting the Tenders.</li> <li>6. In the event that the project value is above R30 million when the package order is issued by municipalities, bidders shall comply with clause 14 (<b>subcontracting as a condition of tender for procurement above R30 million</b>) of the Preferential Procurement Regulations, 2017.</li> <li>7. COGTA or the municipality reserves the right to guide the process of sub-contracting.</li> </ol>
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is 11:00 am as stated in the Tender Notice and Invitation to Tender.
4.16	The tender offer validity period is 90 days exclusive of closing date but inclusive of 90 <sup>th</sup> day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

5.11.5

The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference). The total number of tender evaluation points ( $T_{EV}$ ) shall be determined in accordance with the following formula.

$$T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$$

where  $f_1$  and  $f_2$  are fractions,  $f_1$  equals 1 minus  $f_2$  and  $f_2$  equals 0.5.

$N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.9.

The score for financial offer ( $N_{FO}$ ) is calculated using the 80/20 Preference Point System formula:

$$P_S = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

where a maximum of **90** points is allocated for price

$P_S$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017 (ref: Referencing Schedule), a maximum of **10** points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9 where maximum points for qualification is **100**

5.11.9

The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality Criteria	Maximum Number Of Points
<b>Experience In The Industry</b>	25
<b>Human Resources – Project Engineer</b>	25
<b>Human Resources - Site Agent</b>	10
<b>Availability Of Key Plant And Equipment From The Tenderer</b>	10
<b>Experience Of Tenderer</b>	25
<b>Financial Resources - Bank Letter</b>	5
<b>Maximum Possible Score For Quality (<math>M_s</math>)</b>	<b>100</b>

The minimum number of evaluation points for quality is **70**.

5.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) the tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> </li> <li>e) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> </ul>
5.17	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
	<p>The additional conditions of tender are:</p> <p>Notwithstanding the requirements of 5.11, a limited number of contracts will be entered into with the highest scoring tenderers to ensure that there is sufficient capacity to satisfy the anticipated demand.</p> <p>In the event that there is no responsive tender, a contract may be negotiated with the most competitive unsuccessful tenderers from an adjacent region.</p>

**Department of Cooperative Governance and Traditional Affairs**  
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

**Framework contracts for the services of management contractors for the maintenance, repair and operation of municipal electricity infrastructure within the Mpumalanga Province**

## **T.2.1 List of compulsory returnable documents**

### **1 Returnable Schedules required for tender evaluation purposes**

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Compulsory Declaration
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Schedule 1: Experience of the tenderer
- Schedule 2: Experience of key person (service management)
- Schedule 3: Plant and Equipment
- Schedule 4: Approach paper
- Duly signed bid documents (each page initialled) including all the attached SBD forms.
- Legally signed Joint Venture Agreement (in case of a JV)
- Contractor Registration for Incorporation or of Company Registration Document
- Proof of CIDB registration certificate (**minimum CIDB grading 3PE or higher**)
- Proof of registration on Central Supplier Database
- Shareholders' Agreements / Share Certificates / Memorandum of Association For Companies
- A valid and active **TAX COMPLIANCE STATUS** Certificate / Pin issued by the South African Revenue Services
- Valid Letter of Good Standing from the Department of Labour or Proof of Compensation for Occupational Injuries and Diseases Act, 1963 (No. 130 of 1993) (Letter for Tender purposes will not be accepted)
- SBD 1, SBD2, SBD 4, SBD 6.1, SBD 6.2, SBD 8, SBD 9 and GCC
- Fully completed Bill of Quantities
- 

### **2 Other documents required for tender evaluation purposes**

The tenderer must provide the following returnable documents:

- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see [www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php)), a registered auditor approved by IRBA, or a sworn affidavit in the case of a qualifying small enterprise or exempted micro enterprise, if preference points are claimed in respect of Broad-Based Black Economic Empowerment.

### **3 C1.1 Offer portion of Form of Offer and Acceptance**

### **4 C1.2 Contract Data (Part 2)**

The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to enter a direct fee percentage and a subcontracted fee percentage which are applied to Defined Cost in order to calculate the Prices for Services Done to Date and the Prices.

**Failure to tender the percentages in Part 2 of the Contract Data or to sign the form of offer and acceptance will result in the tender being declared non-responsive.**

## T.2.2 RETURNABLE SCHEDULES

### Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

## Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

*Tenderer*

## Compulsory Declaration

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

### Section 1: Enterprise Details

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

### Section 2: Particulars of companies and close corporations

<b>Company / Close Corporation registration number</b>	
--	--

### Section 3: SARS Information

<b>Tax reference number</b>	
<b>VAT registration number:</b>	<i>State Not Registered if not registered for VAT</i>

### Section 4: CIDB registration number

<b>CIDB Registration number (if applicable)</b>	
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### Section 5: National Treasury Central Supplier Database

<b>Supplier number</b>	
<b>Unique registration reference number</b>	

### Section 6: Particulars of principals

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

**Section 7: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- |   |   |
|---|---|
| a member of any municipal council                                     | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| a member of any provincial legislature                                |   |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity   |
| a member of the board of directors of any municipal entity            | an employee of Parliament or a provincial legislature   |
| an official of any municipality or municipal entity                   |   |

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 8: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

--	--	--	--

\*insert separate page if necessary

**Section 9: Record of termination of previous contracts with an organ of state**

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes                      No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

**Section 10: Declaration**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Name

Date

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of

the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

## Preferencing schedule: Broad Based Black Economic Empowerment Status

### Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that “Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy:”

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

### 1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

### 2 Sufficient evidence of qualification

#### 2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is:

- a) a registered auditor’s certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity’s last financial year or a 12-month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see [www.thedti.gov.za/gazettes/Affidavit\\_EME.pdf](http://www.thedti.gov.za/gazettes/Affidavit_EME.pdf))

#### 2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see [www.thedti.gov.za/gazettes/BBEE\\_QUALIFYING\\_SMALL\\_ENTERPRISE.pdf](http://www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf))

### 3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% max points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	50
Level 3 contributor	80
Level 2 or contributor	90
Level 1 contributor	100

**4 Declaration**

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code *(tick applicable box)*
  - Generic code of good practice
  
  - Other – specify .....
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature : .....

Name : .....

Duly authorised to sign on behalf of : .....

Telephone : .....

Fax: ..... Date : .....

Name of witness ..... Signature of witness .....

- Note:**
- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
  - 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

## FUNCTIONALITY (TECHNICAL)

The table below lists the returnable schedules that set out the scoring criteria and sub criteria, and the percentage weighting for the score achieved against the relevant schedule to be used for functionality.

FUNCTIONALITY TEST				
<b>1</b>	<b>EXPERIENCE IN THE INDUSTRY: LIST OF SIMILAR (ELECTRICITY) PROJECTS SUCCESSFULLY COMPLETED WITH COMPLETION CERTIFICATES</b>		<b>Maximum Points = 25</b>	<b>Reference Page No.</b>
	Points are not cumulative			
	<p><b>Experience of Tenderer in Electricity Infrastructure Projects successfully completed will be scored as follows:</b>  <i>(Submit a list of all projects completed with contact details and Completion Certificates for bidders respective CIDB grade)</i></p> <p>A copy of the Completion Certificate per project is to be attached in order to claim points during the evaluation process. <b>Failure to submit the above will result in no points being allocated during pre-qualification.</b></p> <p><b>Compulsory submission of valid CIDB 3PE or higher certificate</b></p>	<p>&gt; 5 Projects</p> <p>≥ 3 but &lt; 5 Projects</p> <p>≥ 1 but &lt; 3 Projects</p> <p>1Project</p>	<p>25 Points</p> <p>20 Points</p> <p>15 Points</p> <p>0 Points</p>	
<b>2</b>	<b>HUMAN RESOURCES – Project Engineer</b>		<b>Max Points = 25 (a + b)</b>	<b>Reference Page No.</b>
	Points are not cumulative			
	<p><b>(a) Number of years in Electricity projects</b></p>	<p>&gt; 5 Years</p> <p>≥ 3 but ≤ 5 Years</p> <p>≥ 1 but &lt; 3 Years</p> <p>Less than 1 Year</p>	<p>10 Points</p> <p>8 Points</p> <p>5 Points</p> <p>0 Points</p>	
	<p><b>(b) Technical Qualifications</b>  <i>(CV and certified copies to be submitted)</i></p> <p><i>(Anything below National Diploma Engineering will be allocated 0 points)</i></p>	<p>Professional Registration with(ECSA)</p> <p>BSc / B-Tech or higher</p> <p>Diploma</p> <p>No Qualification</p>	<p>15 Points</p> <p>10 Points</p> <p>8 Points</p> <p>0 Points</p>	

3	<b>HUMAN RESOURCES - SITE AGENT</b> Points are not cumulative		<b>Maximum Points = 10</b>	<b>Reference Page No.</b>
	<p><b>Experience in Electricity Infrastructure Projects</b></p> <p><i>(CV to be attached)</i></p> <p><b>N/B:</b> <b>Professional Key Personnel are required for the duration of the project.</b></p> <p>For each personnel must be a fully completed and shortened CV for each Key Personnel Member submitted.</p> <p>Each CV should be structured under the following headings:</p> <ol style="list-style-type: none"> <li>1. Personal particulars Name Date and place of birth Place(s) of tertiary education and dates associated therewith.</li> <li>2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)</li> <li>3. Overview of post graduate experience (year, organization and position)</li> <li>4. Outline of recent and current assignments / experience that has bearing on the required service and extent of involvement of this project</li> <li>5. Contact references</li> </ol>	<p>More than 6 Years</p> <p>≥ 3 but ≤ 5 Years</p> <p>2 projects</p> <p>Less than 2 Years</p>	<p>10 Points</p> <p>7 Points</p> <p>3 Points</p> <p>0 Points</p>	
4	<b>Availability Of Key Plant And Equipment From The Tenderer</b>		<b>Maximum Points = 10</b>	<b>Reference Page No.</b>
	<b>Type of Plant or Equipment</b>	<b>Number of Plant or Equipment</b>	<b>Maximum Points for Owned or hired Plant</b>	<b>Reference Page No.</b>
	Cherry picker	1	2.5	
	Generator	1	2.5	
	Crane Truck	1	2.5	
	Auger Machine for Drilling holes	1	2.5	

<b>5</b>	<b>EXPERIENCE OF TENDERER</b> Points are not cumulative		<b>Maximum Points =25</b>	<b>Reference Page No.</b>
	Bidders must attach their company registration document to validate the total number of years the company/firm has been in the industry/ business/ existence/ operation	> 5 Years	25 Points	
		≥ 3 but ≤ 5 Years	15 Points	
		1 but < 3 Years	8 Points	
		Less than 1 Year	3 Points	
<b>6</b>	<b>FINANCIAL RESOURCES - BANK LETTER</b> Points are not cumulative; only highest applicable points will be awarded		<b>Maximum Points = 5</b>	<b>Reference Page No.</b>
	A bank letter of not older than 3 months and of rating D or better must not be older than 3 months.	Bank letter attached	5 Points	
<b>TOTAL FUNCTIONALITY POINTS</b>			<b>100 POINTS</b>	

Threshold for pre-qualification is 70% (or minimum of 70 points) for the tenderer to be selected to participate in a closed tender process.

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Tenderer that fail to achieve the minimum score for pre-qualification will not be eligible for selection to participate in a closed tender process. A more detailed explanation of the pre-qualification criteria is given above

**Note:**

- Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

**COMPANY PROFILE**

Bidders are required to submit a Company Profile that records evidence of previous work which substantiate their ability to undertake specific tasks.

The Company Profile must include the following items:

- Company Registration Documents
- Latest Financial Statements
- VAT Registration Certificate
- Letter of Good Standing (COIDA) and proof of good standing with the Unemployment Insurance Fund (UIF) if applicable
- OHS Policy
- Quality Management Plan (if any)
- Environmental Management Plan (if any)
- **Submit a list of all projects completed with contact details and Completion Certificates**
- **Project Engineer and Site agent: Details and Qualifications of Personnel. Proof of, comprehensive curriculum vitae's and qualifications for Key Personnel must be attached with the tender submission**
- **Proof of ownership of all machinery and equipment and/or Intent to Hire letters**
- **Proof of Experience in the Industry company registration document**
- **Proof of a valid confirmation of professional indemnity insurance letter**
- **Proof of Registration with Professional Bodies (E.g. CIDB, ECA)**
- **Proof of valid CIDB Contractor Grading**
- **Certified copy of workmen's compensation certificate , Act No. 4 of 2002**
- **Certified copy of Unemployment Insurance Certificate, Act No. 4 of 2002**
- Certified copy of Incorporation (if tenderer is a Company)
- Certified copy of Founding Statement (if tenderer is a Closed Corporation)
- Certified copy of Partnership Agreement (if tenderer is a Partnership)
- Curriculum Vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act, Act No. 85 of 1993
- Curriculum Vitae of all supervisory staff and safety personnel

1. Please note that all copies of qualifications must be certified. Copies of certified documents will not be accepted.

2. All Attachments should be properly serialised and an index attached

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

**Department of Cooperative Governance and Traditional Affairs**  
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

**Framework contracts for the services of management contractors for the renewal, maintenance, repair and operation of municipal electricity infrastructure within Mpumalanga Province**

**C1.1 Form of Offer and Acceptance**

**Offer**

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of works as described in Part 1 of the Contract Data.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data without any guarantee regarding a quantum of work.

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

Head of Department

**for the  
Employer**

Department of Cooperative Governance and Traditional Affairs

COGTA  
Samora Machel, Riverside Park,  
Mbombela, 1200 Mpumalanga  
Province

Name &  
signature of  
witness

Date:



**Department of Cooperative Governance and Traditional Affairs**  
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

**Framework contracts for the services of management contractors for the renewal, maintenance, repair and operation of municipal electricity infrastructure within Mpumalanga Province**

### C.1.2 Contract Data

The Conditions of Contract are the NEC3 Term Service Contract (First Edition with amendments issued up to and including April 2013), published by the Institution of Civil Engineer, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the First Edition of June 2005 may be downloaded [www.neccontract.com/documents/TSC.pdf](http://www.neccontract.com/documents/TSC.pdf).)

Each item of data given below is cross-referenced to the clause in the NEC3 Terms Service Contract to which it mainly applies.

#### Chapter 2

#### Chapter 3 Part one - Data provided by the *Employer*

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1            **General**

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The *conditions of contract* are the core clauses and the clauses for main Option:

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**E:        Cost reimbursable contract**

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**dispute resolution Option W1:    Dispute resolution procedure**

---

**and secondary Options**

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**X2        Changes in the law**

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**X17:     Low service damages**

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**X19:     Task Order**

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**X20 :    Key performance indicators**

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**Z:        *Additional conditions of contract***

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of the NEC3 Term Service Contract as amended

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10.1        The *Employer* is

- 1) the Department of Cooperative Governance and Traditional Affairs; or  
COGTA Samora Machel, Riverside Park, Mbombela, 1200 Mpumalanga Province  
Telephone: (013) 766 6245
- 

10.1        The *Service Manager* for a Task is as stated in the Task Order

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11.2(2)     The Affected Property is as stated in the Task Order

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11.2(13)    The *service* is the maintenance, repair and operation of municipal electricity infrastructure within the Mpumalanga Province over a three year term without any commitment to a quantum of work

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11.2(15)    The Service Information applicable to all Tasks is in the document C3: Scope of Work. Task specific Services Information is in the document C3: Scope of Work in the Task Order

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12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13.3	The <i>period for reply</i> is two weeks
<b>2</b>	<b>The Contractor's main responsibilities</b> No data is required for this section of the <i>conditions of contract</i>
<b>2</b>	<b>The Contractor's main responsibilities</b>
21.1	The <i>Contractor</i> is not required to submit a first plan. Task Order programmes are submitted with each Task Order
<b>3</b>	<b>Time</b>
30.1	The <i>starting date</i> for the <i>services period</i> and the issuing of Task Orders is two weeks after the Contractor receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance.  The <i>starting date</i> for a Task Order is as stated in the Task Order
30.1	The <i>service period</i> within which Task Orders are issued is 36 months after the <i>starting date</i> . The <i>service period</i> for a Task Order is as stated in the Task Order
<b>4</b>	<b>Testing and defects</b> No data is required for this section of the <i>conditions of contract</i>
<b>5</b>	<b>Payment</b>
50.1	The <i>assessment interval</i> is monthly on or before the 1 <sup>st</sup> day of each successive month.
51.1	The <i>currency of this contract</i> is the Rand.
51.4	The interest rate on late payment is the prime lending rate of the <i>Employer's Bank</i> at the time that interest is due.
<b>6</b>	<b>Compensation events</b> No data is required for this section of the <i>conditions of contract</i>
<b>7</b>	<b>Use of Equipment Plant and Materials</b> No data is required for this section of the <i>conditions of contract</i>
<b>8</b>	<b>Risks and insurance</b>
80.1	The <i>Employer's</i> additional risks are as stated in the Task Order
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is R 5 million
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is their replacement cost
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is R 10 million
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R 10 million
83.1	The <i>Contractor</i> provides additional insurances as stated in the Task Order.
<b>9</b>	<b>Termination</b>  There is no Contract Data required for this section of the <i>conditions of contract</i> .

<b>10</b>	<b>Data for main Option clause</b>
<b>E</b>	<b>Cost reimbursable contract</b>
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> for each Task Order at intervals no longer than 5 weeks.
<b>11</b>	<b>Data for Option W1</b>
W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ),
W1.2(3)	The <i>Adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).
W1.4(2)	The <i>tribunal</i> is a South African Court of Law
<b>12</b>	<b>Data for secondary Option clauses</b>
<b>X1</b>	<b>Price adjustment for inflation according to Seifsa</b>
<b>X2</b>	<b>Changes in the law</b>
	No data is required for this Option
<b>X17</b>	<b>Low service damages</b>
X17.1	The <i>service level table</i> is in the Task Order. The amounts for low performance damages are set out in the Task Order
<b>X19</b>	<b>Task Order</b>
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within two weeks of the issuing by the Employer of a Task Order if such a programme is not submitted prior to the issuing of such an order
<b>X20</b>	<b>Key Performance Indicators (not used when Option X12 applies)</b>
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document identified in the Task Order
X20.2	A report of performance against each Key Performance Indicator is provided at intervals as stated in the Task Order.
<b>Z</b>	<b>Additional conditions of contract</b>
	The <i>additional conditions of contract</i> are
<b>Z.1</b>	<b>The Contractor's invoice</b>
Z.21	The <i>Contractor</i> submits original valid tax invoices satisfying the requirements of the Services Information (the "Tax Invoices") one week after receiving a payment certificate from the <i>Service Manager</i> in terms of clause 51.1.
Z.2.2	Where the <i>Contractor</i> does not submit the Tax Invoices within the time required:
	<ul style="list-style-type: none"> <li>• the period within which payment is made in terms of clause 51.2 and</li> <li>• the time allowed in clause 91.4</li> </ul>
	are extended by the length of time from the date when the <i>Supplier</i> should have submitted the Tax Invoices to the date when he does submit it.

**Z2 Selection and appointment of the *Adjudicator***

Add the following paragraph to clause W.1.2(1)

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see [www.ice-sa.org.za](http://www.ice-sa.org.za)), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract (Third edition with amendments up to and including April 2013).

**Z3 Acts or omissions by mandatories**

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Contractor* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Contractor* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Contractor* contemplated in section 37(2).

**Z4 Low services damages**

Add clause X17.2:

If a Defect notified to the *Contractor* at the end of the *service period* shows low performance in with respect to a performance level stated in the Contract Data, the *Contractor* pays the amount of low services damages stated in the Contract Data.

**Z5 Vendor registration**

The *Contractor* registers on the *Employer's* vendor data base by completing the relevant Vendor Registration Form and providing all the required information.

One hundred percent of the Prices for Work Done to Date is retained in assessments of the amount due until the *Contractor* has registered on the *Employer's* vendor database.

**Z6 Providing the Services**

Add the following clause 20.6

The *Contractor* manages the provision of the *services* on the Affected Properties. The *Contractor* subcontracts the provision of the *services* on the Affected Properties except the work which the Contract Data associated with a Task Order states that he will do himself.

**Z7 Defined Cost and Disallowed Cost**

Add the following before the first bullet to 11.2(5) Defined Cost:

- the work done by the *Contractor* himself which is included in the priced list of items associated with a Task Order

Add the following before the first bullet 11.2(6) to Disallowed Cost

- the *Contractor's* management.

**Z8 Assessing the amount of the work which the Contract Data states that the *Contractor* will do himself**

- 1 The *prices* for the work done by the *Contractor* himself are the lump sums and the product of the quantity multiplied by the unit rates agreed to and included in a priced list of items associated with a Task Order.
- 2 The *Contractor* provides a quotation for each item of work agreed with the *Services Manager* which he will do himself assessed on a forecast of the Defined Cost of such work. Effects on cost are separately assessed at open market rates or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered.

- 3 The assessment includes risk allowances for costs and time for matters which are the *Contractor's* risk under the contract. The assessment is not revised if the forecast upon which it is based is shown by later recorded information to have been wrong.



## C 1.3 FORMS OF SECURITIES

**Pro-Forma NEC3 SC Performance Bond this must be same as vol 2 pro-forma.**

To: Mpumalanga Department: Co-operative Governance and Traditional Affairs

Dear Sirs

Reference No. [●] *[Drafting Note: Guarantor/Bank reference number to be inserted]*

Performance Bond: *[Drafting Note: Name of Contractor to be inserted]*

Employer: Contract Reference - [●] *[Drafting Note: Contract reference number to be inserted]*

### 1. In this Guarantee

1.1 The following words and expressions have the following meanings:

- 1.1.1 "Guarantor" - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Guarantor to be inserted]* [□] **Financial Services Board Registration number**
- 1.1.2 "Guarantor's Address" - means [●]; *[Drafting Note: Guarantor's physical address to be inserted]*
- 1.1.3 "Contract" - means the written agreement entered into between the Employer and the Contractor on or about [●] [●] 201[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: signature date and Contract reference number to be inserted]*
- 1.1.4 "Contractor" - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*
- 1.1.5 "Employer" - means Mpumalanga Department: Co-operative Governance and Traditional Affairs
- 1.1.6 "Expiry Date" - means the [●] day of [●] *[Drafting Note: This date should align with the date of final completion]*.
- 1.1.7 "this Guarantee" - means this document;
- 1.1.8 "Guaranteed Sum" – means, subject to clause 4, the sum of [● - figure] ([● - words]) *[Drafting Note: Maximum aggregate Guarantee amount (not exceeding 10.0% of the total of the Prices as at the Contract Date) to be inserted]* which amount will reduce with 50% when the Practical Completion certificate is issued until Final Completion.

- 1.2 Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.
2. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.
3. A demand for payment under this Guarantee shall be made in writing at the Guarantor's address or by email to the following email [.....insert..] and shall:
  - 3.1 state the amount claimed ("the Demand Amount");
  - 3.2 state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract:
4. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer's written certificate certifying the amount of such reduction and the Contractor's entitlement thereto under the Contract.
5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:
  - 5.1 the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:
    - 5.1.1 is and shall be absolute and unconditional in all circumstances; and
    - 5.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;
  - 5.2 the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.
  - 5.3 should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.
6. The Guarantor's obligations in terms of this Guarantee:
  - 6.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

6.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.

7. This Guarantee:

7.1 shall expire on the Expiry Date until which time it is irrevocable;

7.2 is, save as provided for in 5.3 above, personal to the Employer and is neither negotiable nor transferable;

7.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

7.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, **obtaining** any court order; and

7.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

8. The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at \_\_\_\_\_ Date \_\_\_\_\_

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:

Guarantor Signatory 1: \_\_\_\_\_ Guarantor Signatory 2: \_\_\_\_\_

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

Capacity of Guarantor Capacity of Guarantor

Signatory 1: \_\_\_\_\_ Signatory 1: \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_  
(Printed Name of Witness)

Guarantor's seal or stamp \_\_\_\_\_

**Department of Cooperative Governance and Traditional Affairs**  
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No COGTA/XXXXX/2021

**Framework contracts for the services of management contractors for the renewal, maintenance, repair and operation of municipal electricity infrastructure within Mpumalanga Province**

## **C.2 Pricing Data**

The Pricing Data associated with a Task Order is established in the associated Task Order.

### **C2: Pricing Data**

#### **C2.1 Pricing assumptions**

**C2.1.1** The *Contractor* is paid according to the price estimated in the BOQ submitted for the work using rates approved by COGTA. The cost of managing the service is included in the Fee.

**C2.1.2** Defined Cost includes the work done by the Contractor and the subcontracted at the unit rates established in the priced list of items. Defined Cost excludes costs associated with the management of the services.

**C2.1.3** The *Contractor* does not have to allow in his prices in the priced list of for matters that may arise as a result of a compensation event.

**C2.1.4** The priced list of items are the unit rates and lump sums which are applicable to the work which can be performed in terms of the Task Order.

1. Tenderers are to ensure that adequate provision for the health and safety measures have been made and provided as required by the Department of Labour.
2. The PDF/ original format *Pricing Schedule* must be populated by hand in black ink and will be the document used for evaluation purposes and if tenderer is successful this Pricing Schedule will be balanced in conjunction with the Project Manager and then applied for forecasting and subcontracting where applicable.
3. Tenderers are also required to electronically populate the Excel format and add to the required Flash Drive with your submission. This shall be used to support verification of pricing errors.
4. All items on the Pricing Schedule, where detailed specifications apply, are listed under Technical requirements, and are cross-referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
5. Bidders must indicate the District Municipality that they are bidding. Bidders are permitted to bid for one or more District Municipality.
6. All fields must be completed for each District municipality for the tender to be considered. If any fields are not priced, the tenderer will be disqualified for that District tendered.
7. Tenderers must furnish unit prices for the listed products only.

8. All costs including administration, health and safety, COVID 19 compliance, transportation and offloading shall be included in the tender rate. Transportation costs shall then cover location anywhere within the identified District.
9. The tenderer shall be deemed to have insured themselves and the services they are rendering.

**C2.2 Travelling and Working Time**

- (i) The travelling cost should be quoted per kilometre.
- (ii) Normal hours will be from 07h45 till 16h15 and thereafter the after hour rate will apply.

**Department of Cooperative Governance and Traditional Affairs**  
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

**Framework contracts for the services of management contractors for the renewal, maintenance, repair and operation of municipal electricity infrastructure within Mpumalanga Province**

### **C3: Scope of work**

#### **1 Introduction**

The Mpumalanga Provincial Department of Cooperative Governance and traditional Affairs (COGTA) intends to appoint panels of service providers to provide emergency interventions in municipalities in the Mpumalanga Province.

##### 1.1 COGTA's objectives

COGTA's objective is to put in place a number of regional framework agreements for a range of commonly encountered goods, services and works, which can be readily accessed by municipalities and other organs of state in order to make a significant contribution to meeting Cabinet's objectives relating to improvements in reliable water services and access to sustainable sanitation services.

COGTA's objective in entering into a framework contract over a three-year term with management contractors for the maintenance, repair and operation of municipal electricity infrastructure, on an as and when instructed basis, is to secure the services of contractors capable of serving the emerging municipal needs for such services within all the municipalities in Mpumalanga Province.

##### 1.2 Background

The municipalities' electricity infrastructure starts from the Intake points. Municipalities have reticulation and distribution networks, substations minisubstations and transformers, low voltage reticulation and connections to consumers. The municipalities have also area flood lights and street lights. They have traffic lights. Some municipalities have buildings and entertainment facilities that have electricity infrastructure. They have water and waste water treatment works, pump stations and other service delivery infrastructure that have electricity components.

The municipalities in Mpumalanga Province are facing serious infrastructure challenges. The infrastructure is aged and is not maintained properly. There is reactive maintenance in most municipalities. The infrastructure is also strained due to overloading. There are challenges of illegal connections, theft and vandalism.

As a result there is infrastructure failure and collapse. This hampers service delivery of electricity.

COGTA is establishing a framework contract that would ensure the timeous response to refurbish, repair, replace and maintain the electricity infrastructure. A framework agreement is an agreement between an organ of state and one or more contractors, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged. An order, on the other hand, is an instruction to provide goods, services or any combination thereof under a framework agreement. Framework agreements

enable COGTA to procure on an as-instructed basis (call offs) over a set term without necessarily committing to any quantum of work.

### 1.3 Extent of the services

The services over the term within the **Mpumalanga Province** may include:

- a) the refurbish, repair, replace and maintain the following:
- b) high voltage infrastructure;
- c) medium voltage infrastructure;
- d) low voltage infrastructure;
- e) building and other facilities electricity infrastructure;
- f) Area lighting and street lighting
- g) Traffic lighting
- h) Generators

### 1.4 Location of the services

The works shall be located within the District Municipalities of Mpumalanga as listed below:

- Ehlanzeni District Municipality
- Nkangala District Municipality
- Gert Sibande District Municipality

## 2 General requirements

**2.1** The Contractor shall in providing the Works observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

**2.2** The Contractor shall only utilize in the provision of the services materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

- a) fit for their intended purpose; and
- b) capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

## 3 Management

**3.1** The works shall be done at the sites specified in the signed task order. The sites shall be in the municipalities in Ehlanzeni DM, Gert Sibande DM and Nkangala DM as per the table below:

<b>Ehlanzeni District</b>	<b>Gert Sibande District</b>	<b>Nkangala District</b>
Bushbuckridge	Chief Albert Luthuli	Dr. JS Moroka
City of Mbombela	Dipaleseng	Emakhazeni
Nkomazi	Dr. Pixley Ka Isaka Seme	Emalahleni
Thaba Chweu	Govan Mbeki	Steve Tshwete

<b>Ehlanzeni District</b>	<b>Gert Sibande District</b>	<b>Nkangala District</b>
	Lekwa	Thembisile Hani
	Mkondo	Victor Khanye
	Msukaligwa	

- 3.2 The Project Implementation must take place within 5 working days of placing an official order except for long lead special material as determined by the employer.
- 3.3 The project location shall be indicated on the official Task order.
- 3.4 Delivery of work packages must include the off-loading thereof at the contractor's own risk and cost to the designated delivery locations as indicated in the task order.
- 3.5 Bidders must supply and ensure their own labour and/or plant and equipment for the offloading of the products at the designated sites.
- 3.6 The Employer shall place task orders as and when required during the contract period.
- 3.7 An official task order must be issued before any delivery may be made to the site.
- 3.8 Upon delivery of works, the supplier must ensure that the completion certificate is signed by the employer's representative on site. The supplier must attach the completion certificate to the invoice for processing of payment.
- 3.9 The Employer reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).
- 3.10 Letter of good standing from the Workmen's Compensation Commissioner in terms of COIDA or latest assessment and proof of payment or in case of new registration, proof of registration must be provided.

#### **4 Location of the works**

- 4.1 The sites shall be in the municipalities listed above. Each purchase order shall clearly identify the site.

#### **5 Quality and quantities:**

##### **5.1 Quality Standards:**

- i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be considered for procurement.
- ii. In the event the employer elects to accept an alternative item purported to be equal/similar by the Tenderer, the employer may request the tenderer to provide samples of the alternative offer for testing and inspection. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.

5.2 Quality Tests: The employer may from time to time test the quality of the products and non-compliance may result in the termination of the contract.

5.3 No estimated quantity projection is provided. The products shall be ordered throughout the contract period as and when required.

## 6 Information:

6.1 Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted.

6.2 The tender must be valid for 90 (ninety) days after closing date.

6.3 The contract period will be from date of commencement until 36 months thereafter

6.4 Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

## 7 Technical Requirements

7.1 Bidders should familiarize themselves with the all the relevant standard specifications and regulatory requirements for all materials and services to be supplied. The list below are indicative of the standards required for the materials and services.

- SANS 1200LC: Cable ducts
- SANS 182: Conductors for overhead electrical Transmission line (All parts)
- NRS 038: Concrete poles
- SANS 470: Concrete poles for telephone, power and lighting purposes
- SANS 556: Low-voltage switchgear
- SANS 592: Wood preservatives containing high temperature creosote and coal tar
- SANS 593: Wood preservatives containing low and medium temperature creosote and coal tar
- SANS 753: Pine poles, cross arms and spacers for power distribution, telephone systems and street lighting
- SANS 754: Eucalyptus poles, cross-arms and spacers for power distribution and communications systems
- SANS 780: Distribution Transformers
- SANS 935: Hot-dip (galvanized) zinc coatings on steel wire

- SANS 1019: Standard voltages, currents and insulation levels for electricity supply
- SANS 1091: National colour standard
- SANS 1063: Earth rods and coupler
- SANS 1186: Symbolic safety signs (All Parts)
- SANS 1418: Aerial bundled conductor systems (All Parts)
- SANS 1507: Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V) (All Parts)
- SANS 1524-1: Electricity payment systems – Prepayment meters
- SANS 1619: Small power distribution unit
- SANS 1713: Electric cables –Medium voltage aerial bundled conductors for voltages from 3.8/6.6kV to 19/33kV
- SANS 10005: The preservative treatment of timber
- SANS 10114-1 Interior lighting Part 1: Artificial lighting of interiors
- SANS 10142-1: The wiring of premises – Low voltage installations
- SANS 10142-2: The wiring of premises Part 2: Medium-voltage installations above 1 kV a.c. not exceeding 22 kV a.c. and up to and including 3 000 kW installed capacity
- SANS 10198: The selection, handling and installation of electric power cables of rating not exceeding 33kV (All Parts)
- SANS 10199: The design and installation of earth electrodes
- SANS 10200: Neutral earthing in medium voltage industrial power systems
- ESKCAAB4: Zinc coated earth conductor, guy and stay wire for transmission
- SANS 10280: Overhead power lines for conditions prevailing in South Africa
- SANS 10292: Earthing of low voltage distribution systems
- SANS 10313: The protection of structures against

lightning

- SANS 10389-1 Exterior lighting Part 1: Artificial lighting of exterior areas for work and safety
- SANS 60076: Power transformers (All Parts)
- SANS 60269: Low voltage fuses (All Parts)
- SANS 60273: Characteristics of indoor and outdoor post insulators for systems with nominal voltages greater than 1000V.
- SANS 60282: High voltage fuses (All Parts)
- SANS 60305: Insulators for overhead lines with nominal voltage above 1000V –ceramic or glass insulator unit for a.c. systems –characteristics of insulator units of the cap and pin type.
- SANS 60383-1: Insulators for overhead lines with nominal voltage above 1000V. Part 1: Ceramic or glass insulator units for a.c. systems –definitions, test methods and acceptance criteria.
- SANS 60383-2: Insulators for overhead lines with nominal voltage above 1000V. Part 2: Insulator strings and insulator sets for a.c. systems –definitions, test methods and acceptance criteria
- SANS 60439: Low voltage switch gear and control gear assemblies (All Parts)
- SANS 60529: Degrees of protection provided by enclosures (IP code)
- SANS 60614: Conduits for electrical installations (All Parts)
- SANS 60670: Boxes and enclosures for electrical accessories (All Parts)
- SANS 60815: Guide for the selection of insulators in respect of polluted conditions
- SANS 60947: Low voltage switchgear and control gear (All Parts)
- SANS 61089: Round wire concentric lay overhead electrical stranded conductors
- SANS 61284: Overhead lines – Requirements and tests for fittings
- SANS 61643: Low voltage surge protective devices (All Parts)

- SANS 61952 : Insulators for overhead lines - Composite line post insulators for AC systems with a nominal voltage greater than 1 000 V -Part 1:Definitions, end fittings and designations
- SANS 62053: Electricity metering equipment (ac) (All Parts)
- SANS 62055: Electricity metering – Payment systems (All Parts)
- SANS 62262: Degrees of protection provided by enclosures for electrical equipment against external mechanical impacts (IK code)
- SANS 62271: High voltage switchgear and control gear (All Parts)

The Rationalized User Specifications are:

- NRS 009: Electricity sales systems (All Parts)
- NRS 018: Fittings and connectors for LV overhead power lines using aerial bundled conductors
- NRS 020: Cable ties for use with ABC
- NRS 022: Stays and associated equipment
- NRS 032: Service distribution boxes – pole-mounted
- NRS 033: Electricity Distribution – Guidelines for medium voltage lines up to 22kV, using wooden poles and bare conductors
- NRS 034: Electricity Distribution – Guidelines for the provision of electrical distribution networks in residential areas (All Parts)
- NRS 040: High-voltage operating regulations
- NRS 051: Suspension and strain fittings for insulated supporting structures used in medium voltage aerial bundled system
- NRS 053: Accessories for medium voltage power cables (3.8/6.6 kV to 19/33 kV)
- NRS 054: Power Transformers
- NRS 060: Code of Practice for clearances
- NRS 066: Medium voltage insulators
- NRS 096-1: Sealing of electricity meters

The Particular Specifications are the specifications contained under the following parts of the ESKOM Distribution Standard:

- Part 0 General
- Part 1 Planning
- Part 2 Earthing
- Part 3 Low Voltage
- Part 4 Medium Voltage
- Part 8 Services
- Part 9 Buyers Guide
- Part 11 Work Execution
- Part 14 Low Voltage Maintenance
- Part 22 Cables
- Part 25 Prepayment Metering

## **8 Drawings**

8.1 In some cases design drawings/ detail shall be provided and in other cases not.

8.2 Typical Eskom drawings shall be obtained from Eskom Technical Documents Website, <https://scot.eskom.co.za/> upon registration and payment.

## **9 General**

The Contractor shall:

- a) provide a fortnightly progress report covering work which is the subject of a Task Order.
- b) be required to participate in regular progress meetings

## **10 Health and safety**

The Contractor shall manage health and safety in accordance with the latest edition of the Occupational Health and Safety Specification for Construction Works Contracts.

## **11 Procurement**

COGTA will invite bidders for the services of contractors to enter into framework contracts over a three-year term without a commitment to a quantum of work to provide contractor services relating to the maintenance, repair and operation of municipal infrastructure within each of the District Municipalities.

COGTA will enter into framework contracts with successful tenderers. Organs of state including departments, public entities, municipalities and municipal entities may make use of this framework agreements and issue Task Orders for works falling within the scope of the contracts that are entered into.

Contracts will be based on the NEC3 Term Service Contract (Option D).

### **11.1 Promotion of secondary (developmental) procurement objectives**

11.1.1 The Contractor shall achieve in the execution of a Task Order key performance indicators which promote a **range** of secondary procurement objectives including those relating to local economic development, Broad-Based Black Economic Empowerment, local labour and skills development.

11.1.2 The Contractor shall provide in a format acceptable to the Project Manager monthly data which facilitates the reporting on key performance indicators relating to secondary procurement objectives to a wide range of stakeholders.

## **12 Reporting**

The Contractor shall report on the socio-economic indicators such as jobs created and employment of local labour specified in a Task Order.

## **13 Communications**

All communications with the Employer which are made in terms of the contract should be made using the standard templates provided by COGTA.

## **14 Issuing of Task Orders**

The Employer will issue Task Orders in accordance with the provisions of the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management.

## **15 Invoices**

Invoices submitted shall be Tax invoices. The invoice shall comply with requirements, if any, established by the Employer.

## **C4 PROJECT SPECIFICATIONS**

### **1. HIGH LEVEL ACTIVITIES TO BE UNDERTAKEN BY THE SERVICE PROVIDER**

- Implement projects as per the task order.
- Compilation & Submission of Implementation Plan/s.
- Oversee the execution of the tasks on site.
- Conduct Risk Assessment and implement mitigation measures.
- Quality Control and Management
- Coordination & Reporting.
- Based on the above and any required activity, take liability for the works under implementation
- Training of operational staff
- Project handover and commissioning

#### **1.1. Occupational Health and Safety**

The service provider needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014;
- Section 27(2) of the Disaster Management Act, 2002 regulations as amended;
- Consolidated Directions on Occupational Health and Safety in certain workplaces

After appointment, the service provider to prepare and seek approval from the employer for the following documents:

- Occupational Health and Safety Baseline specification
- COVID-19 Specification;
- Safety, Health, Environment and Quality Policy.

### **2. PROCUREMENT**

#### **Preferential procurement procedures**

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule, 80/20.

### **3. CERTIFICATION BY RECOGNIZED BODIES**

*None*

### **4. PLANT AND MATERIALS PROVIDED BY THE EMPLOYER**

*None*

## 5. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

*Storage space shall be identified by the employer.*

## 6. PLANT AND EQUIPMENT

As required by the task order

## 7. ESSENTIAL DATA

7.1. The notice period for delivery is 05 Days

7.2. The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.

7.3. The requirements for the termination, diversion or maintenance of existing services are:

1) none

7.4. Services which are known to exist on the site are:

1) Water network.

2) Electricity reticulation, sub-surface and overhead

3) Sewer Network

4) Roads

7.5. The duration of the project is 36 months

### 7.6. **SANS 1921-6, Construction, and management requirements for works contracts – Part 6: HIV/AIDS awareness.**

A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.

A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011- 265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: [www.hwseta.org.za](http://www.hwseta.org.za).

The HIV/AIDS awareness programme is to be repeated at four-month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)

#### **Additional clauses**

The duration of each workshop is not to be less than 2 ½ hours.

#### **7.7. Management meetings**

A Schedule of meetings will be agreed with the service provider.

#### **7.8. Daily records**

The Service Provider is instructed to keep a set of signed off daily diaries with specific detail relating to Contract Participating Goals (CPG).

#### **7.9. Payment certificates**

Payment Certificates will be done as per Service Level Agreement. Payments will not be processed unless all the required supporting information are attached to the claim for payment.

## **2 PARTICULAR SPECIFICATIONS**

### **1. MINIATURE SUBSTATION SPECIFICATION**

#### **1.1. SCOPE**

1.1.1. This specification covers the Departments minimum requirements for the selection, manufacture, testing and supply of outdoor type miniature substations. It is applicable to medium-voltage substations for systems with AC rated nominal voltages 12 kV. This specification covers Type B miniature substations requirements not exceeding 630 kVA.

1.1.2. The tests prescribed in this specification will evaluate the performance capabilities of medium-voltage miniature substations.

1.1.3. The provisions of NRS 004 miniature substation requirements must be adhered to have been adopted, in order to ensure that quality miniature substations are purchased.

#### **1.2. NORMATIVE REFERENCES**

1.2.1. The following documents contain provisions that, through reference in the text, constitute requirements of this specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below.

- **NRS 004 (Int): 2000:** Mini-substations for rated A.C. Voltages up to and Including 11kV.
- **CP-TSSPEC-006: 2002:** Specification for 11 kV metal-enclosed ring Main units for type B miniature substations.
- **NRS 068: 2002:** Cable earth fault indicators.
- **SABS 555: 1985:** Mineral insulating oil for transformers and switchgear (uninhibited).
- **NRS 053 : 2000:** Accessories for Medium Voltage power cables (3,8/6,6kV to 19/33kV)
- **SABS 1339: 2000:** Electric cable – Crossed-link polyethylene (XLPE) - insulated cable for voltages from 3, 8/6,6kV to 19/33kV.
- **SABS 780 : 1998:** Distribution transformers
- **BS EN 50180 : 1999:** Bushings above 1 kV up to 36 kV and from 250A to 3,15kA for liquid filled transformers

### 1.3. GENERAL

1.3.1. The transformer shall be approved in writing by the Engineer.

1.3.2. No refurbished miniature - substations / 2nd hand will be accepted.

1.3.3. Miniature substation shall be installed, tested and commissioned to Council's standards, complete with base as described later.

1.3.4. Only 315kVA TYPE B or 630kVA TYPE B miniature substation shall be used.

1.3.5. The Mini Sub shall be complete with but not limited to the following, an 11kV Ring Main Unit with SF6 OR Vacuum breaker with self-power protection relay, a low loss wound distribution transformer, LV bus-bars, switchgear, small wiring, street light panel, contactors, Current Transformers etc.

1.3.6. It shall be suitable for use at an altitude of 1000m above mean sea level in an area of high summer rainfall, and high humidity with severe lightning conditions and light winter frost.

1.3.7. The main supply to the LV compartments shall be metered with appropriate CTs and meter as described elsewhere.

1.3.8. To comply with the relevant SANS specification

#### **1.4. ENCLOSURE**

- 1.4.1. The housing shall be rectangular in plan, approximately 3 meters long by 1, 2 meters wide (manufacturer's nearest standard). Colour shall be avocado code C 12.
- 1.4.2. The housing shall be of 2mm 3CR12 construction. The housing shall be erected on a rolled steel channel under base of 100 x 50mm, galvanized and Epoxy tar painted and shall be rigid, robust and completely self-supporting. All bolts and screws to be cadmium plated. The housing shall be so designed that it can be lifted off, complete with base frame, or lowered over a Ring Main Unit fixed to already connect HV cables.
- 1.4.3. The housing shall be vermin proof, dust and corrosion proof and shall protect the internal equipment from spray water or falling rain at an angle of 60 degrees to the vertical.
- 1.4.4. Adequate ventilation shall be provided to prevent the build-up of condensation or heat in any compartment, including driver of the miniature substation.
- 1.4.5. The housing shall be divided to approval into four separate compartments for HV Switchgear, transformer, LV main circuit breaker and transformer accessories, LV Switchgear, busbar and metering. The switchgear compartment: IP 66 shall be provided with an approved hinged locking access doors. These doors shall exert uniform pressure at all points on the gasket when the door is closed and shall be adequately sized for the operation and maintenance of the equipment installed therein. All doors shall open from the outside. The locking handle on each door shall be such as to accept the Council's standard substation padlocks.

#### **1.5. CLEANING AND PAINTING**

- 1.5.1. The metal shall be degreased and shot blasted to remove all dirt, scale or blemishes. It shall be powder coated in an approved fashion with one coat zinc chromate primer and two coats of scratchproof, weatherproof enamel, both on the inside and outside of the unit. The instrument/circuit breaker panel shall be painted white inside and the outside, including the roof, avocado green to SABS specification.

#### **1.6. TRANSFORMER (TO SABS 780/1979)**

- 1.6.1. The low loss transformer shall be of the indoor oil immersed type, filled with oil to SABS 555-1959, and shall be tested before the filling and dispatch of the transformer.

1.6.2. The winding shall be of plain annealed copper or copper foil and the connections shall be of plain annealed copper conductors adequately insulated and braced to maintain clearances between other windings and between live parts and other metal parts when subjected to short circuit or earthed conditions, and to be free of vibration in normal service and during transport.

## **1.7. GENERAL SPECIFICATIONS**

1.7.1. Noise levels Shall not exceed those laid down in SABS 780

1.7.2. Voltage Ratio 11kV/420V/242 V – open terminal with earthed neutral

1.7.3. Vector group Dyn 11

1.7.4. Tapping`s on HV Windings  $\pm 2,5\%$  and  $\pm 5\%$

1.7.5. Tapping Adjustment , By means of externally operated, off load lockable tap switch

1.7.6. The transformer shall be fitted with indoor bushings and terminal adapters suitable for the number and size of connections, both HV and LV cabling.

1.7.7. The tank shall be of the sealed non-breathing type incorporating 20% free space above the oil.

1.7.8. The transformer compartment shall be removable without disturbing HT or LT cabling.

## **1.8. HIGH VOLTAGE EQUIPMENT**

1.8.1. The high voltage equipment shall incorporate a Ring Main Unit rated 630A, 350 MVA for 3 seconds or similar equipment approved in writing by the Engineer, fitted with a suitable bracket with wooden clamping blocks, below terminals of switchgear, to clamp and support up to 185 mm<sup>2</sup> PILCDSTA cable for a 315 KVA and up to 185 mm<sup>2</sup> for 630 KVA and a SF6 or Vacuum breaker. The unit shall incorporate cable earthing device and cable test connections behind and interlocked safety cover.

1.8.2. Test certificates to BS 116 and 3941 shall be provided for each unit.

1.8.3. Marking of conductors and terminals of power and secondary circuit to show phase sequence shall comply with BSS 158-1968. Busbar connections and risers shall be air insulated to BSS 169-1957.

1.8.4. Clearance from phases to earth and between phases to BSS 162.

1.8.5. The Ring Main Unit shall face the housing to the front same as the LT equipment.

## **1.9. LOW VOLTAGE EQUIPMENT**

1.9.1. Bus-bars connections and risers suitably colour coded, shall be air insulated and conform to the latest SABS specification or failing that, the BSS 159 shall apply. Clearances between phases and phase to earth shall be adequate and busbar support insulators shall be of porcelain or epoxy resin moulding.

1.9.2. All connections from bus-bars shall be supported on insulators to maintain adequate spacing, and shall, like the bus-bars be of copper.

1.9.3. A LV Main Circuit Breaker 500A (3) pole LY603 MCCB suitably rated shall be fitted for protection between the LV transformer terminals and the LV busbar. (1000A for 630 KVA). All cable terminals shall be provided with lugs appropriate to the cable, bolts, nuts, plain washers and locknuts. This provision will be in the same compartment as the tap changer, oil purification outlets, sight glass, etc. off the transformer.

1.9.4. The main LV breaker and its terminals will be covered by a suitable, tough, venting, heat and explosive resistant clear cover.

1.9.5. Outgoing circuits shall be provided for as follows:

- All terminations shall be fixed to suitable terminations. The gland plate is to be mounted to a rail to allow positioning of the gland plate as required. The rail shall be so positioned that the hole in the gland plate for the cable is in line with the terminations of the circuit breaker, and shall be mounted to the top of the under base. The rail shall be of rugged construction to allow for the secure mounting of the gland plate.
- All gland plates shall be drilled, treated and suitably
- Covered. Four gland plates with the following hole sizes shall be provided; 50mm diameter hole for 315 KVA and 63 mm diameter for 630 KVA. One gland plate with four 25mm diameter holes shall be provided for streetlight cables. One gland plate with one 20 mm diameter hole shall be provided for the day light switch cable.
- The mounting rack for outgoing feeder circuit breakers shall be drilled for four CBI (LN 603 and JS 150-600A) circuit breakers.
- In the metering section there shall be provision for future installation of six British Standard Footprint meters and future installation of three 10 VA current transformers for each meter shall be provided for at the busbar or below the circuit breaker on a 3CR 12 mounting plate. This shall be a hinged panel.
- Streetlight equipment shall be provided for, to the right on the mounting rack mentioned: 3 x 80A 230V GEC kWh meters, AC1 contactor, 3 phase circuit breaker (150 A 20 kA), photocell and by-pass switch for 3ph streetlight

circuit, **no fuses.**

#### **1.10. METERING**

1.10.1. All metering shall be done on the low voltage or else approved in writing by the Engineer.

#### **1.11. CABLE TERMINATIONS & ENTRIES**

1.11.1. All cable entries shall be from below and cable terminals shall be provided with lugs appropriate to the cable specified, bolts, nuts, plain washers and locknuts. These terminals shall be located within 150mm of the cable boxes or gland plates and approved copper riser connections shall be provided between the terminals and the circuit breaker.

1.11.2. The armouring of all cables shall be earthed to the main earth busbar together with the bare copper earth conductor specified with that cable. All cables shall be terminate by means of a glad to a gland plate. This bare copper conductor shall be of the same cross section areas as the one laid with the cable and shall be connected to the earth busbar.

#### **1.12. SOCKET OUTLET(16 AMP)**

1.12.1. One 16 A 1 phase Socket outlet shall be installed in the LV compartment and shall be protected by a suitable CIRCUIT BREAKER and earth leakage unit as prescribed by the code of practice SANS 10142-1. All live connections will suitably covered as in terms of the said code of practice.

#### **1.13. EARTHING IN SUBSTATION**

1.13.1. An approved copper earth bar not less than 25mm x 3mm in section shall be provided along the entire length of the miniature substation internally, to which all-metal parts of switchgear, transformer and cable end box glands shall be connected.

1.13.2. The earth bar shall be drilled at each end and fitted with a 10mm diameter brass terminal bolt, nut and locknut. The earth bar shall be fitted with a removable link between the HV and LV compartments.

#### **1.14. TESTING**

1.14.1. The supplier shall supply copies of all test certificates covering works tests to SABS or to the relevant BSS where not provided for by the SABS.

**1.15. 200KVA DUAL RATIO MINI-SUBSTATION CHECKLIST**

		Yes	No
11KV – 6.6 KV/420V		<input checked="" type="checkbox"/>	<input type="checkbox"/>
SF6 Ring Main unit with earthing facility on all three switches		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Neutral to earth system TN-S		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Self-powered relay for transformer (Overload & earth fault protection)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bolted top transformer with filler, drain and breather		<input checked="" type="checkbox"/>	<input type="checkbox"/>
60 amp 3Ø Streetlight panel with daylight switch and bypass.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kamstrup 382 M gen. 3 Phase 4wire meter with 812G GSM modem for streetlight circuit.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 X 300/5 CT's		<input checked="" type="checkbox"/>	<input type="checkbox"/>
EDMI Mk10A Energy meter 3 Phase 4 Wire (Statistics meter)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Switched socket outlet		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Light with switch (LT side only)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Circuit breakers	1 X 300 amp Main	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2 X 100 amp	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2 X 63 amp	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cable mounting:	HT Clamps	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	LT Gland plates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Colour:	AVO green C12	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sketch plan of base		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Test certificate		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Guarantee		<input checked="" type="checkbox"/>	<input type="checkbox"/>

- Notes**
1. The Mini-sub Enclosure must be manufactured from 3CR12- Metal.
  2. Ventilation must be adequate to prevent overheating in the LT compartment and to prevent condensation in the mini-sub and be Vermin proof
  3. Control to Street lights, Socket outlet and internal light must be by Suitable circuit breaker. No fuses

### 1.16. 315KVA DUAL RATIO MINI-SUBSTATION CHECKLIST

		Yes	No
11KV – 6.6 KV/420V		<input checked="" type="checkbox"/>	<input type="checkbox"/>
SF6 Ring Main unit with earthing facility on all three switches		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Neutral to earth system TN-S		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Self-powered relay for transformer (Overload & earth fault protection)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bolted top transformer with filler, drain and breather		<input checked="" type="checkbox"/>	<input type="checkbox"/>
60 amp 3Ø Streetlight panel with daylight switch and bypass.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kamstrup 382 M gen. 3 Phase 4wire meter with 812G GSM modem for streetlight circuit.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 X 500/5 CT's		<input checked="" type="checkbox"/>	<input type="checkbox"/>
EDMI Mk10A Energy meter 3 Phase 4 Wire (Statistics meter)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Switched socket outlet		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Light with switch (LT side only)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Circuit breakers	1 X 500 amp Main	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2 X 300 amp	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	..... X .....amp	<input type="checkbox"/>	<input type="checkbox"/>
Cable mounting:	HT Clamps	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	LT Gland plates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Colour:	AVO green C12	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sketch plan of base		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Test certificate		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Guarantee		<input checked="" type="checkbox"/>	<input type="checkbox"/>

- Notes**
- The Mini-sub Enclosure must be manufactured from 3CR12- Metal.**
  - Ventilation must be adequate to prevent overheating in the LT compartment and to prevent condensation in the mini-sub and be Vermin proof**
  - Control to Street lights, Socket outlet and internal light must be by Suitable circuit breaker. No fuses**

**1.17. 630KVA 11KV/420V MINI-SUBSTATION CHECKLIST**

		Yes	No
11KV/420V		<input checked="" type="checkbox"/>	<input type="checkbox"/>
SF6 Ring Main unit with earthing facility on all three switches		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Neutral to earth system TN-S		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Self-powered relay for transformer (Overload & earth fault protection)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bolted top transformer with filler, drain and breather		<input checked="" type="checkbox"/>	<input type="checkbox"/>
60 amp 3Ø Streetlight panel with daylight switch and bypass.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kamstrup 382 M gen. 3 Phase 4wire meter with 812G GSM modem for streetlight circuit.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 X 1000/5 CT's		<input checked="" type="checkbox"/>	<input type="checkbox"/>
EDMI Mk10A Energy meter 3 Phase 4 Wire (Statistics meter)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Switched socket outlet		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Light with switch (LT side only)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Circuit breakers	1 X 1000 amp Main	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4 X 300 amp	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	..... X .....amp	<input type="checkbox"/>	<input type="checkbox"/>
Cable mounting:	HT Clamps	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	LT Gland plates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Colour:	AVO green C12	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sketch plan of base		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Test certificate		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Guarantee		<input checked="" type="checkbox"/>	<input type="checkbox"/>

- Notes**
1. **The Mini-sub Enclosure must be manufactured from 3CR12- Metal.**
  2. **Ventilation must be adequate to prevent overheating in the LT compartment and to prevent condensation in the mini-sub and be Vermin proof**
  3. **Control to Street lights, Socket outlet and internal light must be by Suitable circuit breaker. No fuses**

## 2. POLES

2.1. The pole structures shall be Eskom approved structures that are shown Eskom drawings found on website <https://scot.eskom.co.za/>

### 2.2. Wooden Poles

Pole length	Pole top	Application	Planting depth
5m	80-99mm	Service connections	1.0m
7m	120-139mm	ABC	1.3m
8m	120-139mm	ABC	1.3m
9m	140-159mm	ABC	1.5m
10m	160-179mm	MV	1.7m
11m	160-179mm	MV	1.8m
11m	180-199mm	MV transformer structures	1.8m
12m	180-199mm	MV	2m
13m	180-199mm	Special MV application	2.2m
14m	200-219mm	Special MV application	2.2m
15m	200-219mm	MV	2.2m

The minimum group strength of the poles shall be 55Mpa.

### 2.3. Concrete poles

Concrete poles shall be one of the following types, as specified by the purchaser and approved by the engineer and in accordance with SANS 470:

- (a) Reinforced concrete pole,
- (b) Partially prestressed concrete pole, or
- (c) Prestressed concrete pole

Poles shall be manufactured in accordance with NRS 038

The overall length of the pole shall be as the same as the one being replaced or specified by the Engineer and shall be one of the following standard lengths: 4m, 7m, 9m, 10m, 11m, 12m, 15m, 18m, 21m and 24m.

Pole strengths shall comply to table 1, NRS 038 and SANS 470.

### 2.4. Monopole Steel Structures

All steel structures shall be manufactured in accordance with industry standards and ISO certifications in accordance with SANS 121 and shall be galvanized.

Painting and finishing shall be in accordance with BS 2569 and SANS 1091.

## 3. CONDUCTORS

The following conductor sizes shall be used as a standard:

Name	Equivalent Cu area mm <sup>2</sup>	Stranding and wire diameter mm	Overall diameter mm	Aluminium area mm <sup>2</sup>	Ultimate Tensile Strength N	Current rating Amps @50deg C
Fox	22.58	6/1/2.79	8.37	36.68	13 100	148
Mink	38.71	6/1/3.66	10.98	63.13	21 900	209
Hare	64.52	6/1/4.72	14.16	104.98	36 000	292

The Aerial Bundled Conductors shall either be self-supporting or supporting core system.

Cable Size	Current Rating (Note 1)	Short Circuit Rating (Note 2)	Conductor Resistance @ 20°C	Conductor Resistance @ 80°C	Self-Supporting System		Supporting Core System		
					Induction Reactance @ 50Hz	Impedance (z) @ 50Hz at 80°C	Supporting Core Size	Induction Reactance @ 50Hz	impedance (z) @ 50Hz at 80°C
mm <sup>2</sup>	(A)	kA	(Ω/km)	(Ω/km)	(Ω/km)	(Ω/km)	mm <sup>2</sup>	(Ω/km)	(Ω/km)
25	105	2,3	1,200	1,490	0,096	1,493	54,6	0,101	1,493
35	144	3,2	0,868	1,078	0,096	1,082	54,6	0,097	1,082
50	183	4,6	0,641	0,796	0,090	0,801	54,6	0,089	0,801
70	228	6,4	0,443	0,550	0,089	0,557	54,6	0,086	0,557
95	277	8,5	0,320	0,397	0,086	0,406	54,6	0,081	0,405
120	322	11,0	0,253	0,314	0,084	0,325	70	0,079	0,324
150	350	13,8	0,206	0,256	0,082	0,269	95	0,079	0,268

#### 4. TRANSFORMERS

The distribution transformers shall be pole mounted and of the following sizes

Rating/kVA	Primary Voltage/ kV	Phase	Secondary Voltage/ V
16	22 or 11	1	242
32	22 or 11	2	242
50	22 or 11	3	420
100	22 or 11	3	420
200	22 or 11	3	420
315	22 or 11	3	420

## Annexure 1: Proforma Task Order

<h1>Task Order (TSC)</h1> <p>for use with framework contracts based on the NEC3 TSC</p>		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <i>Insert employer's logo</i> </div>
<b>Employer:</b>		
<b>Unit / department:</b>		
<b>Contractor :</b>		
<b>Framework contract details:</b>		
<b>No:</b>		<b>Title:</b>
<b>Task Order No:</b>		
<b>Detailed description of the work in the Task</b>		
<b>Contract Data associated with the performance of the Task</b>		
<b>Part 1: Data provided by the Employer</b>		
<p>The Contract Data as provided for in the <i>Contractor's</i> framework contract applies together with the additional <i>contract data</i> in this Task Order</p>		
<b>Core clauses</b>		
10.1	<p>The <i>Employer</i> is (name):</p> <p>Address:</p> <p>Postal Address:</p> <p>Tel No:</p> <p>Fax No:</p> <p>Mobile No. :</p> <p>E-mail address:</p>	
10.1	<p>The <i>Service Manager</i> is (name):</p> <p>Address:</p> <p>Postal Address:</p> <p>Tel:</p> <p>Fax:</p> <p>Mobile No. :</p> <p>e-mail:</p>	

11.2(2)	The Affected Property is:
11.2(14)	The following matters will be included in the Risk Register
<b>Secondary options</b>	
X17	<b>Low service damages</b>
The amounts for low service damages are:	
<b>X19</b>	<b>Task Order</b>
X19.2	The starting date for the Task is
X19.2	The Task completion date is
X19.2	The delay damages are R            per day
<b>X20</b>	<b>Key Performance Indicators</b>
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document called
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of ..... weeks
<b>Z6</b>	<b>Providing the services</b>
	The work done by the Contractor himself is as follows:
<b>Part 2: Data provided by the Contractor</b>	
Contractor's representative is (Name):	
Address	
Tel No.:	
Fax No.	
Email.	
X19.7	The Contractor's Task Order programme is attached as Annexure A.
<b>THE AMOUNT OF PRICES (DEFINED COST PLUS THE FEE) INCLUSIVE OF VAT IS:</b>	
(in words) .....	
..... ; ;	
R. .... (in figures)	

<p>The above prices are valid for                      days from the date of the <i>Contractor's</i> signature below</p>	
<p><b>Contractor's representative</b></p> <p>Signature:</p> <p>Name:</p> <p>Date:</p>	<p><b>Acceptance by <i>Employer</i></b></p> <p>The above pricing and other details in this Task Order are accepted and the <i>Contractor</i> may now commence work on the Task in terms of Clause X19.4.</p> <p>Signature:</p> <p>Name: (Print)</p> <p>Date:</p>

## Task Order specific data and information

### C2: Pricing Data

#### C2.1 Pricing assumptions

**C2.1.1** The *Contractor* is paid according to the price estimated in the BOQ submitted for the work using rates approved by COGTA. The cost of managing the service is included in the Fee.

**C2.1.2** Defined Cost includes the work done by the Contractor and the subcontracted at the unit rates established in the priced list of items. Defined Cost excludes costs associated with the management of the services.

**C2.1.3** The *Contractor* does not have to allow in his prices in the priced list of for matters that may arise as a result of a compensation event.

**C2.1.4** The priced list of items are the unit rates and lump sums which are applicable to the work which can be performed in terms of the Task Order.

## **Secondary (developmental) procurement objectives**

### **.... General**

The relevant provisions of the following COGTA standard documents in the annexures of the Tender) apply to the execution of the Task Order:

- 1) Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 2) Specification for direct employment generated in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 3) Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

### **.... Contract skills development goal**

The Contractor shall achieve or exceed in the performance of the Task Order the contract skills development goal established in the Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts.

### **.... Specification data**

#### **..... *Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure***

The Contractor shall achieve or exceed a contract local enterprise goal (CLEG) of ...% in the performance of the Task Order in accordance with the provisions of the Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure

The region which applies to the local enterprises is the Mpumalanga Province region as identified in the contract

#### **..... *Specification for direct employment generated in the construction, renovation, refurbishment, alteration or maintenance of infrastructure***

The Contractor shall achieve or exceed a contract local direct employment goal (CLDEG) of . . . % in the performance of the Task Order in accordance with the provisions of the Specification for direct employment generated in engineering and construction contracts. The local direct employment goal (CLDEG) for women and youth (persons under the age of 36) shall be .....% and ...% respectively.

The geographic area which applies to local people is .....

## Annexure 2: Regions for framework contracts

District boundaries, travel distances, population served, location of water schemes, condition of waste water treatment works and location of major towns and cities has informed the grouping of district municipalities into geographic regions.

**Figure 1: Regions for framework contracts**

**Table 1: District municipality coverage within a region**

Region	Province	District municipality	Seats
1	Mpumalanga	Ehlanzeni District Municipality	Nelspruit
2	Mpumalanga	Gert Sibande District Municipality	Ermelo
3	Mpumalanga	Nkangala District Municipality	Middelburg

## **Annexure 3: COGTA Occupational Health and Safety Specification for Construction Works**



BILL 3 : DAY WORKS					
ITEM NO	DESCRIPTION	UNIT	RATE	RATE	RATE
			Ehlanzeni DM Price Per Unit (Incl. VAT)	Gert Sibande DM Price Per Unit (Incl. VAT)	Nkangala DM Price Per Unit (Incl. VAT)
<b>A.1</b>	<b>DAYWORKS LABOUR</b>				
1	Contractor's Representative	h			
2	Surveyor	h			
3	<u>Qualified Artisan</u>				
	(i) Electrician	h			
	(ii) Electrician	h			
	(vi) Cable jointer	h			
4	Foreman, leader-hand	h			
5	Semi-skilled labourer	h			
6	Labourer	h			
7	<u>Other</u>				
	(i) Intern (To be deployed by COGTA @ R8000 per month)	h	50	50	50
	(ii) Community Liaison Officer (To be deployed by COGTA @ R6000 PM)	h	37.5	37.5	37.5
	(iii) Mechanical Engineer	h			
	(iv) Civil Engineer	h			
	(v) Electrical Engineer				
	(vi) Technician				
<b>A.2</b>	<b>PLANTHIRE: WORK RATES ON SITE</b>				
8	Crane up to 80t capacity	h			
9	TLB 60 kW - 70 kW	h			
10	Cherry Picker	h			
11	Forklift 3.5t Capacity	h			
12	Crane truck 24t Capacity	h			
13	<u>Generating sets</u>				
	(a) 1,5 kVA (petrol) 220V	h			
	(b) 5 kVA (petrol) 220V	h			
	(c) 30 kVA (diesel) 380V - 3ph	h			
	(d) 50 kVA (diesel) 380V - 3ph	h			
	(e) 100 kVA (diesel) 380V - 3ph	h			
14	Auger machine for drilling holes	h			

BILL 3 : DAY WORKS					
ITEM NO	DESCRIPTION	UNIT	RATE	RATE	RATE
			Ehlanzeni DM Price Per Unit (Incl. VAT)	Gert Sibande DM Price Per Unit (Incl. VAT)	Nkangala DM Price Per Unit (Incl. VAT)
A.1	DAYWORKS LABOUR				
	TOTAL CARRIED SUMMARY				
BILL 3 : DAY WORKS					
ITEM NO	DESCRIPTION	UNIT	RATE	RATE	RATE
			Ehlanzeni DM Price Per Unit (Incl. VAT)	Gert Sibande DM Price Per Unit (Incl. VAT)	Nkangala DM Price Per Unit (Incl. VAT)
BROUGHT FORWARD					
A.2	PLANTHIRE: WORK RATES ON SITE Cont...				
15	(a) Water tankers 5 000 litre	h			
16	<b>Tip trucks</b> (a) 6 m <sup>3</sup>	h			
17	<b>Flat bed trucks</b> (a) 5t	km			
18	<b>LDV</b> (a) 2 x 4WD  (b) 4 x 4WD	km  km			
19	Lowbed 50 ton	km			
20	Plate compactors & tampers	h			
21	Grid rollers. Ballasted mass 14 600 kg	h			
22	Walk-behind vibrating rollers (a) 500 - 630 kg (b) 980 - 1 350 kg	h h			
23	Arc-welding unit (300 A)	h			
A.3	LABOUR BASED TOOLS				
24	<b>Hand Operated- supply the following</b> (a) Pick  (b) Shovel  (c) Crowbar  (d) Bucket (10 l )  (e) Wheelbarrow    (g) Overhead distribution groundin/ earthing set (cables)	each  each  each  each    set			
A.4	METERS AND INSTRUMENTS				

<b>BILL 3 : DAY WORKS</b>					
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE</b>	<b>RATE</b>	<b>RATE</b>
			<b>Ehlanzeni DM Price Per Unit (Incl. VAT)</b>	<b>Gert Sibande DM Price Per Unit (Incl. VAT)</b>	<b>Nkangala DM Price Per Unit (Incl. VAT)</b>
<b>A.1</b>	<b>DAYWORKS LABOUR</b>				
25	Power and Energy Logger	day			
26	Megger	day			
27	Cable fault locator	day			
<b>TOTAL BILL 3 CARRIED SUMMARY</b>					

**BILL : ELECTRICITY**

ITEM NO	DESCRIPTION	UNIT	RATE	RATE	RATE
			Ehlanzeni DM Price Per Unit (incl. VAT)	Gert Sibande DM Price Per Unit (incl. VAT)	Nkangala DM Price Per Unit (incl. VAT)
<b>A.1</b>	<b>ELECTRICITY</b>				
1	<b>Pole Planting</b>				
2	Excavate and backfill with 1:10 cement/sand mixture to the following depth				
3	1m - 1.5m deep	No.	1		
4	1.7m -2.2m deep	No.	1		
5	Concrete surface 50mm thick include preparation pavement layers	sqm	1		
6	Paving surface 50mm thick include preparation pavement layers	sqm	1		
7	<b>Electricity poles (Supply and Install)</b>				
8	5m Wood 80-100 mm tops	No.	1		
9	7m Wood 120-140mm tops	No.	1		
10	9m Wood 160-180 mm tops	No.	1		
11	11m Wood 160-180mm tops	No.	1		
12	11m Wood 180-200mm tops	No.	1		
13	13m Wood 180-200mm tops	No.	1		
14	9m 140mm top dia strut pole	No.	1		
15	11m 160mm top dia strut pole	No.	1		
16	12m 180mm top dia strut pole	No.	1		
17	14m 180mm top dia strut pole	No.	1		
18	15m 200mm top dia strut pole	No.	1		
19	2500mm Wood crossarm as Eskom DDT0316	No.	1		
20	3500mm Wood crossarm as Eskom DDT0317	No.	1		
21	4500mm Wood crossarm as Eskom DDT0317	No.	1		
22	<b>Insulators (Supply and Install)</b>				
23	22kV Post Insulators	No.	1		
24	33kV Post Insulators	No.	1		
25	Post Side groove ties Eskom DDT 0259	No.	1		
26	Long Spindle Eskom DDT 0391	No.	1		
27	Long Rod 11kV Suspension Insulator	No.	1		
28	Long Rod 22kV Suspension Insulator	No.	1		
29	Long Rod 33kV Suspension Insulator	No.	1		
30	Eye Bolt M20	No.	1		
31	Eye Nut M20	No.	1		
32	D Shackle	No.	1		
33	Curved Washer M20x65	No.	1		
34	Bonding Clip M20	No.	1		
35	Flat Round Washer M20	No.	1		
36	Nut M20	No.	1		
37	Short spindle as Eskom DDT0390	No.	1		
38	1700mm Steel Crossarm as Eskom DDT0397	No.	1		
39	<b>MV Stays/ Strut (for FOX, MINK and HARE) (Supply and Install)</b>				
40	1 Off conv anchor as Eskom DDT3035	No.	1		
41	20mm Stay Rod 2m long	No.	1		
42	1 Off flying stay	No.	1		
43	450x450x6 80x26mm slot Stay Plate (DDT3172)	No.	1		
44	Threaded Rod M20x350 as Eskom DDT3015	No.	1		
45	Stay Bracket as Eskom DDT3032	No.	1		
46	Thimble as Eskom DDT3026	No.	1		
47	Guy Grip 3/3.35 as Eskom 3069	No.	1		
48	Stay wire galvanised 7/4 1100MPa as DDT3124	No.	1		
49	Insulator strain-stay as Eskom DDT3144	No.	1		
50	Stay guard PVC-U pipe as Eskom 3195	No.	1		
51	Bracket strut as Eskom DDT 3150	No.	1		
52	Barbed wire as Eskom DDT0399	m	1		
53	Danger Sign as Eskom DDT 3202	No.	1		
54	M20 Plate Stay as DDT3172	No.	1		
55	Double wrap guy grip (19/2.65) as DDT7047	No.	1		
56	Coach Screw as Eskom DDT3090	No.	1		
57	<b>LV Structures (Supply and Install)</b>				
58	Pigtail bolt M16 as Eskom DDT3003	No.	1		
59	Clamp Suspension as Eskom DDT3061	No.	1		
60	Cable Tie as Eskom DDTDDT3075	No.	1		
61	Nut Eye M16 as Eskom DDT3004	No.	1		
62	Strapping stainless as Eskom DDT3131	No.	1		
63	End caps as Eskom DDT3079	No.	1		
64	Clamp Strain as Eskom DDT 3060	No.	1		
65	LV fuse unit as Eskom DDT 3182	No.	1		
66	Clamp IPC as Eskom DDT3039	No.	1		
67	Strapping stainless 12mm as Eskom DDT3131	No.	1		
68	Clamp strain as Eskom DDT3067	No.	1		
69	Stay wire galvanised 3/3.35 1100MPa as DDT3124	No.	1		
70	Double wrap guy grip (3/3.35) as DDT7047	No.	1		
71	<b>Service Boxes (Supply and Install)</b>				
72	1 - 4 Way box : 1 x 63 A mcb as Eskom DDT0180	No.	1		
73	Readyboard split meter with 2X16A Sockets (DDT 3176)	No.	1		
74	Meter standard ECU keypad 20A	No.	1		
75	<b>Stringing (Supply and Install)</b>				
76	Fox conductor	m	1		
77	Mink Conductor	m	1		
78	Hare Conductor	m	1		
<b>TOTAL CARRIED FORWARD</b>					

**BILL : ELECTRICITY**

ITEM NO	DESCRIPTION	UNIT	RATE	RATE	RATE
			Ehlanzeni DM Price Per Unit (Incl. VAT)	Gert Sibande DM Price Per Unit (Incl. VAT)	Nkangala DM Price Per Unit (Incl. VAT)
<b>BROUGHT FORWARD</b>					
79	35mm sq ABC 1phase + 1 bare neutral	m	1		
80	35mm sq ABC 2phase + 1 bare neutral	m	1		
81	35mm sq ABC 3phase + 1 bare neutral	m	1		
82	70mm sq ABC 2phase + 1 50mm sq bare neutral	m	1		
83	70mm sq ABC 3phase + 1 50mm sq bare neutral	m	1		
84	35mm sq ABC 3phase + 1 35mm sq bare neutral + 1 25mm sq phase street lighting	m	1		
85	70mm sq ABC 3phase + 1 50mm sq bare neutral + 1 25mm sq phase street lighting	m	1		
86	MV Mink full tension joint	No.	1		
87	MV Hare full tension joint	No.	1		
88	MV Fox full tension joint	No.	1		
89	LV joint 35 mm full tension	No.	1		
90	LV joint 70 mm full tension	No.	1		
91	<b>Pole Mounted Transformers: 22kV (Supply and Install)</b>				
92	315kVA x 3 Phase	No.	1		
93	200kVA x 3 Phase	No.	1		
94	100kVA x 3 Phase	No.	1		
95	50kVA x 3 Phase	No.	1		
96	32kVA x 2 Phase	No.	1		
97	16kVA x 1 Phase	No.	1		
98	<b>Pole Mounted Transformers: 11kV (Supply and Install)</b>				
99	315kVA x 3 Phase	No.	1		
100	200kVA x 3 Phase	No.	1		
101	100kVA x 3 Phase	No.	1		
102	50kVA x 3 Phase	No.	1		
103	32kVA x 2 Phase	No.	1		
104	16kVA x 1 Phase	No.	1		
105	<b>Transformer Accessories (Supply and Install)</b>				
106	Transformer oil	lt	1		
107	Silica Gel	Kg	1		
108	<b>LV Protection Fuses (Supply and Install)</b>				
109	63A 500V 120kA fuse	No.	1		
110	80A 500V 120kA fuse	No.	1		
111	125A 500V 120kA fuse	No.	1		
112	160A 500V 120kA fuse	No.	1		
113	LV fuseholder Bracket angle as Eskom DDT3182	No.	1		
114	Fuseholder 1kV 160A as Eskom DDT3182	No.	1		
115	<b>Section Links (Supply and Install)</b>				
116	Post Insulator as Eskom DDT 0391	No.	1		
117	Fuse mounting bracket as DDT3086 sheet 4 or 5	No.	1		
118	Fuse cut out assembly with solid link as Eskom DDT3086 sheet 3	No.	1		
119	Fuse Cut Out assembly with fuseholder as Eskom DDT3086 sheet 2	No.	1		
120	<b>House Connections (Supply and Install)</b>				
121	Overhead connection	No.	1		
122	ECU base, fixing rails and plug	No.	1		
123	Split Meter Din Rail 20A WS with Keypad	No.	1		
124	Electricity dispenser unit (containing split meters or equivalent) including securing	No.	1		
125	63A circuit breaker	No.	1		
126	<b>Conductor (Supply Cable) (Supply and Install)</b>				
127	10mm sq Airdac with Pilot wires (for 20A Connections) for Split Metering	m	1		
128	4mm sq Airdac	m	1		
129	<b>Cable Trays (Supply and Install)</b>				
130	Medium Duty cable tray 300mm wide in 3m lengths	length	1		
131	300mm wide Tee	No	1		
132	300mm wide 90deg. Horizontal Bend	No	1		
133	300mm wide vertical bend	No	1		
134	Splice set	No	1		
135	<b>Cables: (Supply and Install)</b>				
136	1.5 mm sq 3 core pVC SWA	m	1		
137	1.5 mm sq 4 core pVC SWA	m	1		
138	1.5 mm sq 7 core pVC SWA	m	1		
139	2.5 mm sq 3 core pVC SWA	m	1		
140	2.5 mm sq 4 core pVC SWA	m	1		
141	4 mm sq 3 core pVC SWA	m	1		
142	4 mm sq 4 core pVC SWA	m	1		
143	6 mm sq 3 core pVC SWA	m	1		
144	6 mm sq 4 core pVC SWA	m	1		
145	10 mm sq 3core pVC SWA	m	1		
146	10 mm sq 4 core pVC SWA	m	1		
147	16 mm sq 3core pVC SWA	m	1		
148	16 mm sq 4 core pVC SWA	m	1		
<b>TOTAL CARRIED FORWARD</b>					

BILL : ELECTRICITY					
ITEM NO	DESCRIPTION	UNIT	RATE	RATE	RATE
			Ehlanzeni DM Price Per Unit (Incl. VAT)	Gert Sibande DM Price Per Unit (Incl. VAT)	Nkangala DM Price Per Unit (Incl. VAT)
<b>BROUGHT FORWARD</b>					
149	25 mm sq 4 core pVC SWA	m	1		
150	35 mm sq 4 core pVC SWA	m	1		
151	50 mm sq 4 core pVC SWA	m	1		
152	70 mm sq 4 core pVC SWA	m	1		
153	95mm sq 4 core pVC SWA	m	1		
154	120 mm sq 4 core pVC SWA	m	1		
155	150mm sq 4 core pVC SWA	m	1		
156	185mm sq 4 core pVC SWA	m	1		
157	11KV XLPE 35mm sq 3 core	m	1		
158	22KV XLPE 35mm sq 3 core	m	1		
159	11KV XLPE 70mm sq 3 core	m	1		
160	22KV XLPE 70mm sq 3 core	m	1		
161	<b>Termination kits for the following stranded copper cables (Supply and Install)</b>				
162	1.5 mm sq 3 core pVC SWA	No.	1		
163	1.5 mm sq 4 core pVC SWA	No.	1		
164	1.5 mm sq 7 core pVC SWA	No.	1		
165	2.5 mm sq 3 core pVC SWA	No.	1		
166	2.5 mm sq 4 core pVC SWA	No.	1		
167	4 mm sq 3 core pVC SWA	No.	1		
168	4 mm sq 4 core pVC SWA	No.	1		
169	6 mm sq 3 core pVC SWA	No.	1		
170	6 mm sq 4 core pVC SWA	No.	1		
171	10 mm sq 3core pVC SWA	No.	1		
172	10 mm sq 4 core pVC SWA	No.	1		
173	16 mm sq 3core pVC SWA	No.	1		
174	16 mm sq 4 core pVC SWA	No.	1		
175	25 mm sq 4 core pVC SWA	No.	1		
176	35 mm sq 4 core pVC SWA	No.	1		
177	50 mm sq 4 core pVC SWA	No.	1		
178	70 mm sq 4 core pVC SWA	No.	1		
179	95mm sq 4 core pVC SWA	No.	1		
180	120 mm sq 4 core pVC SWA	No.	1		
181	150mm sq 4 core pVC SWA	No.	1		
182	185mm sq 4 core pVC SWA	No.	1		
183	11KV XLPE 35mm sq 3 core	No.	1		
184	22KV XLPE 35mm sq 3 core	No.	1		
185	11KV XLPE 70mm sq 3 core	No.	1		
186	22KV XLPE 70mm sq 3 core	No.	1		
187	<b>Cable Jointing Kits (Supply and Install)</b>				
188	1.5 mm sq 3 core pVC SWA	No.	1		
189	1.5 mm sq 4 core pVC SWA	No.	1		
190	1.5 mm sq 7 core pVC SWA	No.	1		
191	2.5 mm sq 3 core pVC SWA	No.	1		
192	2.5 mm sq 4 core pVC SWA	No.	1		
193	4 mm sq 3 core pVC SWA	No.	1		
194	4 mm sq 4 core pVC SWA	No.	1		
195	6 mm sq 3 core pVC SWA	No.	1		
196	6 mm sq 4 core pVC SWA	No.	1		
197	10 mm sq 3core pVC SWA	No.	1		
198	10 mm sq 4 core pVC SWA	No.	1		
199	16 mm sq 3core pVC SWA	No.	1		
200	16 mm sq 4 core pVC SWA	No.	1		
201	25 mm sq 4 core pVC SWA	No.	1		
202	35 mm sq 4 core pVC SWA	No.	1		
203	50 mm sq 4 core pVC SWA	No.	1		
204	70 mm sq 4 core pVC SWA	No.	1		
205	95mm sq 4 core pVC SWA	No.	1		
206	120 mm sq 4 core pVC SWA	No.	1		
207	150mm sq 4 core pVC SWA	No.	1		
208	185mm sq 4 core pVC SWA	No.	1		
209	11KV XLPE 35mm sq 3 core	No.	1		
210	22KV XLPE 35mm sq 3 core	No.	1		
211	11KV XLPE 70mm sq 3 core	No.	1		
212	22KV XLPE 70mm sq 3 core	No.	1		
213	<b>Galvanised outlet boxes (Supply and Install)</b>				
214	100 x 100 x 50	No.	1		
215	100 x 50 x 50	No.	1		
216	<b>Surface Mounted Steel outlet boxes (Supply and Install)</b>				
217	100 x 100 x 50	No.	1		
218	100 x 50 x 50	No.	1		
219	<b>Trunking (Supply and Install)</b>				
220	Galvanised 75 X 75mm P8000 trunking c/w cover in 3m lengths	length	1		
221	<b>SABS approved galvanised flexible conduits (Supply and Install)</b>				
222	20mm	m	1		
223	25mm	m	1		
<b>TOTAL CARRIED FORWARD</b>					

BILL : ELECTRICITY					
ITEM NO	DESCRIPTION	UNIT	RATE	RATE	RATE
			Ehlanzeni DM Price Per Unit (Incl. VAT)	Gert Sibande DM Price Per Unit (Incl. VAT)	Nkangala DM Price Per Unit (Incl. VAT)
<b>BROUGHT FORWARD</b>					
224	<b>Connectors for galvanised flexible conduits (Supply and Install)</b>				
225	20mm	No.	1		
226	25mm	No.	1		
227	<b>Conductors and Earth Wires (Supply and Install)</b>				
228	600 -1000V PVC insulated copper wire in 100m coils				
229	1.5mm sq	No.	1		
230	2.5mm sq	No.	1		
231	4mm sq	No.	1		
232	6mm sq	No.	1		
233	10mm sq	No.	1		
234	16mm sq	No.	1		
235	<b>Bare copper earth wire (Supply and Install)</b>				
236	1.5mm sq	m	1		
237	2.5mm sq	m	1		
238	4mm sq	m	1		
239	10mm sq	m	1		
240	16mm sq	m	1		
241	25mm sq	m	1		
242	35mm sq	m	1		
243	50mm sq	m	1		
244	70mm sq	m	1		
245	<b>Light Switches, Sockets and Isolators (Supply and Install)</b>				
246	10A 1gang 1way swich flush	No.	1		
247	10A 1gang 2way swich flush	No.	1		
248	10A 1gang intermediate swich flush	No.	1		
249	10A 2gang 1way swich flush	No.	1		
250	10A 2gang 2way swich flush	No.	1		
251	Photocell in an enclosure	No.	1		
252	16 Amp 3-pin single S.S.O	No.	1		
253	16 Amp 3-pin single D.S.S.O	No.	1		
254	16 Amp 3-pin single S.S.O UPS red	No.	1		
255	16 Amp 3-pin single D.S.S.O UPS red	No.	1		
256	20A DP Isolator	No.	1		
257	30A DP Isolator	No.	1		
258	45A DP Isolator	No.	1		
259	30A TP-N weatherproof Isolator	No.	1		
260	63A TP-N weatherproof Isolator	No.	1		
261	<b>Light Fittings (Supply and Install)</b>				
262	2 x 18 W CFL bulkhead luminaire with acrylic diffuser	No.	1		
263	2 x 36 W totally enclosed Surface fluorescent luminaire IP65	No.	1		
264	2 x 36 W enclosed Surface fluorescent luminaire IP20	No.	1		
265	400W LED IP65 flood light 42000lm with High-pressure die-cast aluminum finished housing and 4mm Clear tempered glass diffuser and spigot entry	No.	1		
266	450W LED IP65 flood light 62000lm with High-pressure die-cast aluminum finished housing and 4mm Clear tempered glass diffuser and spigot entry	No.	1		
267	40W LED IP65 4000lm street light with High-pressure die-cast aluminum finished housing and 4mm Clear tempered glass diffuser and spigot entry	No.	1		
268	60W LED IP65 7000lm street light with High-pressure die-cast aluminum finished housing and 4mm Clear tempered glass diffuser and spigot entry	No.	1		
269	80W LED IP65 9000lm street light with High-pressure die-cast aluminum finished housing and 4mm Clear tempered glass diffuser and spigot entry	No.	1		
270	120W LED IP65 13000lm street light with High-pressure die-cast aluminum finished housing and 4mm Clear tempered glass diffuser and spigot entry	No.	1		
271	aluminum finished housing and 4mm Clear tempered glass diffuser and stainless steel stirrup	No.	1		
272	<b>Street Lighting Poles c/w access hole, dinrail and earth stud, bottom plate, tamper proof screw (Supply and Install)</b>				
273	11.8m Galvanized tapered Street Lighting pole with base diameter/top 140/76mm	No.	1		
274	9.5m Galvanized tapered Street Lighting pole with base/top diameter 114/76mm	No.	1		
275	7.5m Galvanized tapered Street Lighting pole with base/top diameter 114/76mm	No.	1		
276	4.7m Galvanized tapered Street Lighting pole with base/top diameter 114/76mm	No.	1		
277	Single Spigot 150mm outreach 15deg rake	No.	1		
278	Double Spigot 150mm outreach 15deg rake	No.	1		
279	Quad Spigot 150mm outreach 15deg rake	No.	1		
280	Single Spigot 300mm outreach 15deg rake	No.	1		
281	Double Spigot 300mm outreach 15deg rake	No.	1		
282	Quad Spigot 300mm outreach 15deg rake	No.	1		
283	<b>Minisubstation (Supply and Install)</b>				
284	Complete 315kVA 11kV/420V Minisubstation as per the specification	No.	1		
285	Complete 630kVA 11kV/420V Minisubstation as per the specification	No.	1		
286	Complete 200kVA 11kV/420V Minisubstation as per the specification	No.	1		

TOTAL CARRIED FORWARD								
BILL : ELECTRICITY								
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			Ehlanzeni DM Price Per Unit (Incl. VAT)	Gert Sibande DM Price Per Unit (Incl. VAT)	Nkangala DM Price Per Unit (Incl. VAT)			
<b>BROUGHT FORWARD</b>								
287	<b>pVC Conduits/ Pipes (Supply and Install)</b>							
288	20mm pVC conduit in 6m lengths	No.	1					
289	25mm pVC conduit in 6m lengths	No.	1					
290	32mm pVC conduit in 6m lengths	No.	1					
291	75mm ribbed pVC sleeves in 6m lengths	No.	1					
292	110mm ribbed pVC sleeves in 6m lengths	No.	1					
293	160mm ribbed pVC sleeves in 6m lengths	No.	1					
294	20mm pVC conduit 90deg bends	No.	1					
295	25mm pVC conduit 90deg bends	No.	1					
296	32mm pVC conduit 90deg bends	No.	1					
297	75mm ribbed pVC 90deg bends	No.	1					
298	110mm ribbed pVC 90deg bends	No.	1					
299	160mm ribbed pVC 90deg bends	No.	1					
300	<b>Traffic Lighting System (Supply and Install)</b>							
301	Traffic Signal Controller in weatherproof box c/w pole mounting brackets	No.	1					
302	Pole cap	No.	1					
303	Robot Heads c/w 3 Light Covers, Holding Pins & 3 Lights	No.	1					
304	Robot Light Cover	No.	1					
305	4m Traffic light pole	No.	1					
306	5m Traffic light pole	No.	1					
307	7VA LED Traffic Light	No.	1					
308	Repainting of Traffic pole (include scrubbing and cleaning and 3 coat paint	No.	1					
309	150x150x100mm steel junction box c/w and 15No 1.5mm terminal block and lid	No.	1					
310	200x200x100mm steel junction box c/w and 15No 1.5mm terminal block and lid	No.	1					
311	50mm galvanized kicker pipe	No.	1					
312	<b>Earthing (Supply and Install)</b>							
313	Threaded copper earth rods 12mm 1200mm long	No.	1					
314	Threaded copper earth rods 12mm 1200mm long	No.	1					
315	12m fibreglass Link stick c/w head and hook	No.	1					
316	Overhead distribution groundin/ earthing set (cables)	Set	1					
317	<b>Meter Boxes (Supply and Install)</b>							
318	450 x 450 x 220mm steel painted lockable meter box	No.	1					
319	315 x 225 x 155mm pVC single phase meter box c/w circular glass screen	No.	1					
320	<b>Low Voltage Circuit Breakers and isolators (Supply and Install c/w accessories)</b>							
321	10kA 1 Pole 6-20A MCB	No.	1					
322	10kA 1 Pole 25-63A MCB	No.	1					
323	10kA 3 Pole 6-20A MCB	No.	1					
324	10kA 3 Pole 25-63A MCB	No.	1					
325	10kA 3 Pole 80-100A MCB	No.	1					
326	10kA 3 Pole 125A MCB	No.	1					
327	15kA 3 Pole 16-63A MCCB	No.	1					
328	15kA 3 Pole 80-125A MCCB	No.	1					
329	15kA 3 Pole 150-160A MCCB	No.	1					
330	25kA 3 Pole 16-125A MCCB	No.	1					
331	25kA 3 Pole 250-400A MCCB	No.	1					
332	35kA 3 Pole 300-400A MCCB	No.	1					
333	50kA 3 Pole 500-630A MCCB	No.	1					
334	50kA 3 Pole 400-800A MCCB	No.	1					
335	65kA 3 Pole 315-630A ACB fixed	No.	1					
336	65kA 3 Pole 315-630A ACB draw out	No.	1					
337	65kA 3 Pole 500-1000A ACB fixed	No.	1					
338	65kA 3 Pole 500-1000A ACB draw out	No.	1					
339	65kA 3 Pole 800-1600A ACB fixed	No.	1					
340	65kA 3 Pole 800-1600A ACB draw out	No.	1					
341	85kA 3 Pole 1000-2000A ACB fixed	No.	1					
342	85kA 3 Pole 1000-2000A ACB draw out	No.	1					
343	<b>Medium Voltage Circuit Breakers and isolators (Supply and Install c/w accessories)</b>							
344	11kV 400A VCB draw out c/w accessories	No.	1					
345	11kV 600A VCB draw out c/w accessories	No.	1					
346	11kV 800A VCB draw out c/w accessories	No.	1					
347	11kV 1200A VCB draw out c/w accessories	No.	1					
348	11kV 400A SF6 draw out c/w accessories	No.	1					
349	11kV 600A SF6 draw out c/w accessories	No.	1					
350	11kV 800A SF6 draw out c/w accessories	No.	1					
351	11kV 1200A SF6 draw out c/w accessories	No.	1					
352	22kV 400A VCB draw out c/w accessories	No.	1					
353	22kV 600A VCB draw out c/w accessories	No.	1					
354	22kV 800A VCB draw out c/w accessories	No.	1					
355	22kV 1200A VCB draw out c/w accessories	No.	1					
356	22kV 400A SF6 draw out c/w accessories	No.	1					
357	22kV 600A SF6 draw out c/w accessories	No.	1					
358	22kV 800A SF6 draw out c/w accessories	No.	1					
359	22kV 1200A SF6 draw out c/w accessories	No.	1					
360	<b>Service VTs and CTs for 11kV and 22kV (changing oil, resealing, change bushes)</b>							
361	Service VTs	No.	1					
362	Service CTs	No.	1					

<b>TOTAL CARRIED FORWARD</b>									
<b>BILL : ELECTRICITY</b>									
ITEM NO	DESCRIPTION	UNIT	RATE	RATE	RATE				
			<b>Ehlanzeni DM Price Per Unit (Incl. VAT)</b>	<b>Gert Sibande DM Price Per Unit (Incl. VAT)</b>	<b>Nkangala DM Price Per Unit (Incl. VAT)</b>				
<b>BROUGHT FORWARD</b>									
363	<b>VTs and CTs</b>								
364	11kV pole mounted VT ratio 11000/110V or 220V	No.	1						
365	22kV pole mounted VT ratio 22000/110V or 220V	No.	1						
366	33kV pole mounted VT ratio 33000/110V or 220V	No.	1						
367	11kV pole mounted CT ratio 5/5 or 10/5 or 15/5 or 20/5	No.	1						
368	22kV pole mounted CT ratio 5/5 or 10/5 or 15/5 or 20/5	No.	1						
369	33kV pole mounted CT ratio 5/5 or 10/5 or 15/5 or 20/5	No.	1						
370	<b>Ring Main Switches</b>								
371	11kV SF6 Ring Main units with 2nos. load break switches and 1 No. circuit breaker	No.	1						
372	22kV SF6 Ring Main units with 2nos. load break switches and 1 No. circuit breaker	No.	1						
373	<b>Outdoor Circuit Breakers</b>								
374	22kV Outdoor Vacuum Circuit Breakers 630A	No.	1						
<b>TOTAL BILL CARRIED SUMMARY</b>									

BILL 6 : GENERAL CONTRACTUAL REQUIREMENTS					
ITEM NO	DESCRIPTION	UNIT	RATE	RATE	RATE
			Ehlanzeni DM Price Per Unit (Incl. VAT)	Gert Sibande DM Price Per Unit (Incl. VAT)	Nkangala DM Price Per Unit (Incl. VAT)
<b>A.1</b>	<b>SUMS STATED PROVISIONALLY BY THE EMPLOYER</b>				
	<u>Provisional Sums</u>				
1	For work to be executed by a Nominated Sub-Contractor(Sum to be specified by Engineer)	sum	xx	xx	xx
2	Overheads, charges and profit on item 2	%			
3	For work to be executed by a Nominated Emerging Sub-Contractor which is to be employed under this programme(Sum to be specified by Engineer)	sum	xx	xx	xx
4	Overheads, charges and profit on item 3 for assisting, training, co-ordinating and supervision of a Nominated Emerging Sub-Contractor which is to be employed under this programme(Sum to be specified by Engineer)	%			
5	For work to be executed by a nominated Engineer (Based on ECSA guideline on fees 2015 gazette)	sum	xx	xx	xx
6	Overheads, charges and profit on item 5	%			
7	Payment to Eskom in respect of electrical connection fees(Sum to be specified by Engineer)	sum	xx	xx	xx
8	Overheads, charges and profit on item 7	%			
<b>A.2</b>	<b>PRIME COST ITEMS</b>				
9	Prime cost of goods or materials to be supplied to the site of the Works upon specific instruction of the Engineer	PC sum	xx	xx	xx
9.1	Overheads, charges and profit on item 9	%			
<b>A.3</b>	<b>SUMS STATED PROVISIONALLY BY THE ENGINEER</b>				
10	Occupational Health and Safety				
11	Contractor's initial obligations in respect of the				
12	Occupational Health and Safety Act contractual regulations	P.Sum	xx	xx	xx
13	Overheads, charges and profit on item 12	%			
<b>TOTAL BILL 1 CARRIED SUMMARY</b>					



### Application for a Tax Clearance Certificate

#### Purpose

Select the applicable option ..... Tenders  Good standing

If "Good standing", please state the purpose of this application

Empty text box for purpose of application

#### Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no Company/Close Corp. registered no

Income Tax ref no PAYE ref no 7

VAT registration no 4 SDL ref no L

Customs code UIF ref no U

Telephone no Fax no

E-mail address

Physical address

Postal address

#### Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no Income Tax ref no

Telephone no Fax no

E-mail address

Physical address

**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R: ,

Expected duration of the tender  year(s)

**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

**Audit**

Are you currently aware of any Audit investigation against you/the company? ..... YES NO  
If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

--

Date

Name of representative/agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

--

Date

Name of applicant/Public Officer

**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
  - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - (b) without just cause shown by him, refuses or neglects to-
    - (i) furnish, produce or make available any information, documents or things;
    - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO



4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 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

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: \_\_\_\_\_ = \_\_\_\_\_ (maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?  
 (*Tick applicable box*)

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

7.1.1 If yes, indicate:

- i) What \_\_\_\_\_ percentage of the \_\_\_\_\_ contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

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

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

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

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

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

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

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

This Standard Bidding Document (SBD) 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, 2017, 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, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated 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 this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **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>
_____	_____ %
_____	_____ %
_____	_____ %

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

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

- 3.1 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 SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

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

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

4. 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 AO/AA 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 Institution):**  
.....

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) 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 / Institution 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 / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

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

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 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 as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS 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 Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 9) must be completed and submitted with the bid:

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

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

**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 Institution)

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

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

<sup>9</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, **efforts**, skill and knowledge in an activity for the execution of a contract.

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

Js914w 2

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means 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 supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

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

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

5.1 The supplier 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 supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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 supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

#### **9. Packing**

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

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

#### **10. Delivery and documents**

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

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

#### **11. Insurance**

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

#### **12. Transportation**

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

#### **13. Incidental services**

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

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

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

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

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

## 23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

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

24.1 When, after the date of bid, provisional payments are required, or 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. **Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. **Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. **Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. **Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. **National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. **Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)