

LEPELLE-NKUMPI LOCAL MUNICIPALITY



BID DOCUMENT

BID NO. LNM051/2020/21

APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF TJIANE VILLAGE 85 HOUSEHOLDS

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
SUPPLY CHAIN MANAGEMENT MR JEFFREY PITSENG LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 Tel: (015) 633 4531 Fax: (015) 633 6896	TECHNICAL SERVICES Mr. Phasha Tebogo LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 Tel: (015) 633 4557 Fax: (015) 633 6896

NAME OF BIDDER (BIDDING ENTITY) : _____
CSD NUMBER : _____
RECEIPT NUMBER : _____
CLOSING DATE : 12 NOVEMBER 2021
CLOSING TIME : 11H00

THE OFFERED TOTAL OF THE PRICES INCLUDING VALUE ADDED TAX IS:

R..... (In figures)

SCHEDULE OF CONTENTS

FORM "A"	BID NOTICE AND INVITATION TO BID (MBD 1) RESPONSIVENESS AND EVALUATION CRITERIA
FORM "B"	BID FORM
FORM "C"	GENERAL UNDERTAKING BY THE BIDDER
FORM "D"	GENERAL CONDITIONS OF CONTRACT
FORM "E"	GENERAL PROCEDURES
FORM "F"	SPECIAL CONDITIONS OF CONTRACT (IF ANY)
FORM "G"	BID SPECIFICATIONS
FORM "H"	SCHEDULE OF PRICES (MBD 3.1 or 3.2 or 3.3)
ANNEXURE "A"	DECLARATION OF INTEREST (MBD 4)
ANNEXURE "B"	DECLARATION OF PROCUREMENT ABOVE 10 MILLION (MBD 5)
ANNEXURE "C"	PREFERENTIAL PROCUREMENT REGULATION FORM (MBD6.1)
ANNEXURE "D"	CONTRACT FORM (MBD 7.1)
ANNEXURE "E"	MEDICAL CERTIFICATE FOR CONFIRMATION OF PERMANENT DISABILITY STATUS
ANNEXURE "F"	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
ANNEXURE "G"	CERTIFICATE OF INDEPENDENT BID DERTIMIRNATION (MBD 9)
ANNEXURE "H"	STANDARDS

FORM A**BID NOTICE****BID: LNM051/2020/21****APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF TJIANE VILLAGE (85 Households)**

Documents can be downloaded and printed from e-Tenders portal For Free.

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The completed Bid document, fully priced and signed must be sealed in an envelope marked "BID number" should be deposited in the tender box at the Lepelle-Nkumpi Municipality Civic Centre, Lebowakgomo, not later than 11:00 on 12 NOVEMBER 2021

The Lepelle-Nkumpi Municipality is not compelled to accept the lowest or any bid. No late, faxed or telephonic bids will be accepted. The Council also reserves the right to negotiate further conditions and requirements with the successful bidder.

The Municipality shall adjudicate and award bids in accordance with the Preferential Procurement Policy Framework Act, 5/2000 and its amended regulations, **Pre-qualification criteria for preferential procurement, Local content, 100 points Functionality, 80/20 point system where 80 points are for price and 20 points for B-BBEE Level of contribution**, and prospective bidders must accept that the bid price will be adjudicated, according to the said legislation. Bids will remain valid for **90 (Ninety)** days.

Enquiries related to Technical specifications should be addressed to Technical services **Mr Tebogo Phasha/Mokgalo Maribe** to telephone number (015) 633 4559

MANKGA KG
ACTING MUNICIPAL MANAGER

MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEPELLE NKUMPI MUNICIPALITY

BID NUMBER:	LN051/2020/21	CLOSING DATE:	12 NOVEMBER 2021	CLOSING TIME:	11H00
DESCRIPTION	Electrification of Tjiane Village(85) households				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS

LEPELLE-NKUMPI MUNICIPALITY					
UNIT 170 BA, CIVIC CENTRE					
LEBOWAKGOMO					
0737					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE	R.....
SIGNATURE OF BIDDER	DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Lepelle Nkumpi Municipality	CONTACT PERSON	Mr Mokgalo Maribe/ Hancy Maoto
CONTACT PERSON	Jeffrey Pitseng	TELEPHONE NUMBER	015 633 4559
TELEPHONE NUMBER	015 633 4531	FACSIMILE NUMBER	(015) 633 6896
FACSIMILE NUMBER	(015) 633 6896	E-MAIL ADDRESS	Malekate.phasha@lepelle-nkumpi.gov.za
E-MAIL ADDRESS	Jeffrey.pitseng@lepelle-nkumpi.gov.za		

MBD1

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES ☐ NO ☐
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES ☐ NO ☐
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES ☐ NO ☐
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES ☐ NO ☐
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES ☐ NO ☐

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

RESPONSIVENESS AND EVALUATION CRITERIA

The Lepelle-Nkumpi Municipality will consider no Bid unless it meets the following responsiveness criteria:

Pre-qualification criteria for preferential procurement

- 1) That only one or more of the following tenders may respond
 - An EME or QSE
 - A tenderer who fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

Administrative compliance

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- Tax Compliance Pin/ CSD number must be completed in MBD form 1
- Bid documents and forms, BOQ's must be completed in full and each page of the bid initialized or signed
- Alterations must be signed/initialized
- Copy of the company registration certificate must be submitted with the bid.
- Certified copy of Identity document (ID) of all director (s) must be attached
- **CIDB Grading 3EP or higher**
- Only local produce products will be considered, Local Content Annexures (C,D and E) must be fully completed with the line stipulated minimum threshold as stated below

ITEM NUM BER	DESCRIPTION AND COLOUR OF MATERIAL	MINIMUM THRESH OLD
1.	<ul style="list-style-type: none"> • Electrical and telecom cables • Transformers and shunt reactors 	90%
2.	<ul style="list-style-type: none"> • Class 0 • Class 1 • Class 2 • Class 3 • Class 4 • Components and conversation activities 	<ul style="list-style-type: none"> • 90% • 70% • 70% • 45% • 10% • 50-100%

- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Complies with the requirements of the bid and technical specifications.
- Authority for signatory - attach resolution in case for more than one director.
- Adheres to Pricing Instructions(e.g. Providing lump sums on quantified items in the BOQ)

- Letter of good standing from Department of Labor
- THE USE OF CORRECTION FLUID (TIPPEX) WILL AUTOMATICALLY INVALIDATE YOUR BID
- Late bids shall not be admitted for consideration.
- Bidders must attach the Statement of Municipal Rates on the municipality letterhead not older than 3 months for the company and all directors (if the Statement of Municipal Rates is not in the name of bidder and all directors affidavit from SAPS must be attached) or letter from Traditional Authority not older than 3 months for the company and all directors or a lease agreement for the company and all directors.
- The bid will be rejected if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the Municipality or Municipal entity, or to any other Municipality or Municipal entity are in arrears for more than three months (90 days)
- **Recovery of rates in arrears from tenants and occupiers**
 - (1) If an amount due for rates levied in respect of a property is unpaid by the owner of the property after the date determined in terms of section 26(2), the municipality may recover the amount in whole or in part from a tenant or occupier of the property, despite any contractual obligation to the contrary on the tenant or occupier. The municipality, may recover an amount only after the municipality has served a written notice on the tenant or occupier.
 - (2) The amount a municipality may recover from the tenant or occupier of a property in terms of subsection (1) is limited to the amount of the rent or other money due and payable, but not yet paid, by the tenant or occupier to the owner of the property.
 - (3) Any amount a municipality recovers from the tenant or occupier of the property must be set off by the tenant or occupier against any money owed by the tenant or occupier to the owner. The tenant or occupier of a property must, on request by a municipality, furnish the municipality with a written statement specifying all payments to be made by the tenant or occupier to the owner of the property for rent or other money payable on the property during a period determined by the municipality Proof of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached (Not older than 3 months).

28. Recovery of rates in arrears from tenants and occupiers

- (4) If an amount due for rates levied in respect of a property is unpaid by the owner of the property after the date determined in terms of section 26(2), the municipality may recover the amount in whole or in part from a tenant or occupier of the property, despite any contractual obligation to the contrary on the tenant or occupier. The municipality, may recover an amount only after the municipality has served a written notice on the tenant or occupier.
- (5) The amount a municipality may recover from the tenant or occupier of a property in terms of subsection (1) is limited to the amount of the rent or other money due and payable, but not yet paid, by the tenant or occupier to the owner of the property.
- (6) Any amount a municipality recovers from the tenant or occupier of the property must be set off by the tenant or occupier against any money owed by the tenant or occupier to the owner.
- (7) The tenant or occupier of a property must, on request by a municipality, furnish the municipality with a written statement specifying all payments to be made by the tenant or occupier to the owner of the property for rent or other money payable on the property during a period determined by the municipality.

2. BID EVALUATION CRITERIA

All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Lepelle-Nkumpi Municipality Model Supply Chain Management Policy for Infrastructure Procurement and Delivery Management, the Preferential Procurement Policy Framework Act, amended PPR 2017 and other applicable legislations.

The 80/20 preference point system will be applicable with Price at 80 and B-BBEE Level of Contribution at 20. The points will be allocated as follows:

Evaluation on Price and Preference Point System

The evaluation for Price and B-BBEE level of contribution shall be based on the 80/20 PPPFA and amended PPR 2017 principle and the points for evaluation criteria are as follows:

Evaluation Criteria		Points
1.	Price	80
2.	Black Economic Empowerment	20
3.	Total	100

The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

- 1. The Municipal Manager may cancel a contract awarded to a person if:**
 - a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- 2. The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
 - a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
 - b) Failed, during the last five years, to perform satisfactorily on a previous contract with the Lepelle-Nkumpi Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
 - c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
 - d) Been convicted of fraud or corruption during the past five years;

- e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

EVALUATION CRITERIA

All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Lepelle-Nkumpi Municipality Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.

Functionality Scorecard

Functionality	Points allocation
Functionality	Points allocation
Company Experience (Certified copies of appointment letters and completion certificates in electrical projects) from government or parastatals	
1 – 2 appointment letters and completion certificates	25
3 – 6 appointment letters and completion certificates	35
7–above appointment letters and completion certificates	40
Total	40
Registration with Department of Labour (Certified copy of letter of Occupational Health and Safety Act 1993)	20
Electrical Installation Regulation Registration 6 (4): Registration of Electrical Contractor.	
Total	20
Attached letter of intent from Registered financial institution with full details as guarantor in the amount of 10% as specified for surety purposes	
Total	20
TARGETED GOALS:	
(Proof of registration documents of Plant or letter of intent to rent)Required plant: Crane truck greater than 7 ton with a crane (load test certificate) certificate registered with truck documentation> (NB. Letter of intent to rent must be accompanied by proof of registration.)	20
Total	20
Functionality Threshold	60
Total Points for Functionality	100

Form “B”**BID FORM****BID NUMBER: LNM073/2020/21**

I/We, the undersigned:

- a) Bid to supply and deliver to the Lepelle-Nkumpi Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Forms and the Annexure attached hereto, should this bid be accepted in whole or in part;
- d) Confirm that this bid may only be accepted by the Lepelle-Nkumpi Municipality by way of a duly authorised Letter of Acceptance; and,
- e) Declare that we are fully acquainted with the Preferential Procurement Form and Schedules, and the contents thereof and that we have signed the Schedule of Prices – “H” and completed the Procurement Form, attached hereto.
- f) Declare that, the relevant authorised person thereto will initial each page of the bid document and amendments.
- g) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- h) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed atthis Day of(year)

Signature of the Bidder:**Name of Bidder:****Address:****Date:****As Witness:**

1.

2.

Particular of Sole Proprietors and Partners in Partnerships

Name	Identity Number	Personal Income Tax Number

(Attach copy of identity Document, if bidder is a Sole Proprietor and/or Partners in Partnership)

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned, am/are authorised to enter into this contract of behalf of:

by virtue of _____

dated _____ a certified copy if which is attached to this bid.

Signature of authorised person: _____

Name of Firm: _____

Postal Address: _____

Date:

As witness: 1. _____
2. _____

Please Note:

The prices at which bids are prepared to supply the goods/ perform the services must be placed on the column on the Form provided for that purpose.

Failure on the part of the bidder to sign the Form of Tender and initial each page of this bid document will result in a bid being disqualified.

Bank account details of bidder:**Bank:** _____**Branch:** _____**Branch Code:** _____**Accounting Number:** _____**Type of Account:** _____

BIDDING INFORMATION

Details of person responsible for bidding process

Name _____

Contact number _____

Address of office submitting bid

Telephone _____

Fax no _____

E-mail address _____

AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall conform their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

"By resolution of the board of directors passed on _____ 20_____"

Mr. _____

Has been duly authorised to sign all documents in connection with the bid for

Contract _____ No _____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company:

In his capacity as:

Date: _____

Signature of signatory

As witness: 1. _____

2. _____

FORM “C”

GENERAL UNDERTAKINGS BY THE BIDDER

1.1 Definitions

- 1.1.1 **“Acceptable bid”** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.
- 1.1.2 **“Chairperson”** means the chairperson of the Lepelle-Nkumpi Municipality Bid Adjudication Committee.
- 1.1.3 **“Municipal Manager”** means the Municipal Manager of the Municipality.
- 1.1.4 **“Committee”** refers to the Bid Evaluation and Adjudication Committee.
- 1.1.5 **“Council”** refers to Lepelle-Nkumpi Municipality.
- 1.1.6 **“Equity Ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 **“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.
- 1.1.8 **“Member”** means a member of the Bid Adjudication Committee.
- 1.1.9 **“Service providers”** refers to the bidders who have been successful in being awarded Council contracts.
- 1.1.10 **“SMME’s”**(Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGO’s, managed by one owner or more, as defined in the National Small Business Act 102 of 1996.
- 1.1.11 **“Contract”** refers to legally binding agreement between Lepelle-Nkumpi Municipality and the service provider.
- 1.1.12 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
- 1.1.13 **“Contractor”** means any natural or legal person whose bid has been accepted by the Council.
- 1.1.15 **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.
- 1.1.16 **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted tender or price quotation.

1.1.17 **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.

1.1.18 **“Functionality”** means technical capability, financial and other resource availability that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

1.2 INTERPRETATION:

1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention.

1.2.2 An expression which denotes:-

1.2.2.1 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;

1.2.3 When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

1.2.4 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s)} to the Lepelle-Nkumpi Municipality.

On the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into this bid);

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Lepelle-Nkumpi Municipality during the validity period indicated and calculated from the closing time of the bid.

This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquainted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Lepelle-Nkumpi Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Lepelle-Nkumpi Municipality legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.

I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract.

I/we declare that I/we have participation/no participation in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved:

Form “D”

GENERAL CONDITIONS OF CONTRACT**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 **“Contracts”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendixes thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice,”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidised 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 recognised 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 direct 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 on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of 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 provider and not involving the provider’s fault or negligence and is 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 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 bidders of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs, 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 manufacturing does take place.
- 1.18 **“Manufacture”** means the 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 Lepelle-Nkumpi Municipality.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contracts.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or “in Writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (including professional services related to the building

and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

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

5. Uses of contract documents and information inspection

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

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is

decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements 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 accepted or not, the cost in connection with these inspections, tests or analysis shall be defrayed by the provider.

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

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

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

9. Packing

- 9.1 The provider 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 subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

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

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

15. Warranty

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months, or any portion thereof as the case may be, after goods have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payments to be made to the provider under this contract shall be specified.
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilments of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.

16.4 Payments will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase/ decrease of quantities

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

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

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

22. Delays in the provider's performance

- 22.1 Delivery of goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the act of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

23. Penalties

- 23.1 Subject to GCC clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed 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.

24. Termination for default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) If the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2
 - (b) If the provider fails to perform any other obligation(s) under the contract;
 - (c) If the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 24.2 In the event of the purchaser terminating the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for

any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-dumping and countervailing duties and rights

- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing rights are increased in respect of any dumped or subsidised import, the Municipality 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 are abolished, or where the amount of such provisional payments or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to be delivered or rendered in terms of the contract or any other contract or any other amount which may be due to him.

26. Force Majeure

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

27. Termination for insolvency

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

28. Settlement of disputes

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

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

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

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

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

29. Limitation of liability

29.1 Except in case of criminal negligence or wilful misconduct, and in the case of infringement pursuant to clause 6:

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

30. Governing language

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

31. Applicable laws

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

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address noticed later

by him in writing and such posting shall be deemed to be proper services of such notice.

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

33. Taxes and duties

33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of contracts

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

35. Amendment of contracts

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

FORM "E"

**PANEL OF TWO SERVICE PROVIDERS FOR SUPPLY AND
DELIVERY OF ROAD AND STORMWATER MAINTENANCE
CONSUMABLES FOR PERIOD OF 36 MONTHS**

SPECIAL CONDITIONS OF THE CONTRACTS:

1. It is emphasized that a contract will not necessarily result from the responses received to this request for proposal. LEPELLE-NKUMPI MUNICIPALITY reserves the right to enter into negotiations with any one or more of the respondents, should it be decided to proceed with the contract.
LEPELLE-NKUMPI MUNICIPALITY reserves the right not to evaluate and /or consider any proposal that does not comply strictly with the requirements as set out in this request.

 2. LEPELLE-NKUMPI MUNICIPALITY reserves the right to make a decision/ selection based solely on the information received in the proposal to this request.
Furthermore to point 4. You will have to achieve a technical acceptability threshold of 60 out of 100 points in terms of the services required and detailed tender specification.
- g)

FORM “G”

Scope of work

DESCRIPTION OF WORKS

C3.1.1 General Description of the project

The project comprises of electrification of Tjiane village which comprise of 85 stands. The village is located for ±85km from Polokwane CBD.

C3.1.1 Employer’s Objectives

- The project to be completed within reasonable budget and program.
- The tasks must be done in line with SABS, SANS or IEC.
- To deliver public infrastructure using labour intensive methods.
- Job creation around Lepelle Nkumpi Local Municipality (EPDW)
- Development of business opportunities to emerging contractors under LNM.
- The cost of the project must not affect the quality of work.
- To complete the above tasks to Eskom standards.

Labour-intensive works

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local labour to be temporarily employed in terms of this Scope of Work.

C3.1.2 Overview and Location of Works

The work that must be executed under this contract is electrification of 85 houses in Tjiane village under Lepelle Nkumpi Local Municipality in Capricorn District Municipality.

C3.1.3 Extent of Works

The scope of work comprise of the following:

- Site establishment
- Pegging of works
- Construction of LV feeder lines
- Low voltage network using 7m and 9m Poles, 35 and 70mm² 4 Core 3Ph
- Service connection: 10mm² for 20A Overhead connection.
- House connections (85 connections)

Note:

The description of the project as described in this section is merely an outline of the contract works and shall not be regarded as limiting to the amount of work to be done by the Contractor under this contract.

C3.1.4 Location of the Works

The following details provide the key elements of the project area:

- Municipal Area : Lepelle Nkumpi Local Municipality
- Project area Locality : Tjiane Village

Electrification of Tjiane Village Works & technical information: Electrification

SCOPE

Supply labour, transport and material to construct the complete electrical infrastructure and house connections for the Village in question, site establishment and everything else to complete the installation as described in the technical specifications and attached drawings.

The contractor produces and submits a quality plan and construction program to the employer within one week of acceptance. The construction program will be in bar chart format. The contractor provides all plant and materials - except the material under plant and materials which the employer will provide- equipment and labour for the whole of the works, which includes:

TEMPORARY WORK

Clear the right of way and campsites, in order to erect the necessary site offices, own accommodation facilities, sanitary units, bulk water containers, site store, etc. The works also include the cleanup of site camp and site store, as well as transportation of excess material not used, back to the stores.

PERMANENT WORK

- Position all poles and any stays associated with a particular structure, using the services of an ESKOM approved registered surveyor.
- Excavate pole, stay and strut holes, erect wooden poles, stays and struts and backfill and compact pole, stay and strut holes in layers of 300mm.

- Install MV and LV stays in accordance with the distribution standard.
- Assemble the MV structures as well as the aerial bundle conductor LV structures according to the distribution standards. Wooden poles of 7m and 11m are used and structures are single-pole design.
- Run out and string bare overhead line conductor (ACSR), code name fox.
- Run out and string 3 core self-supporting 35mm² and 70mm² ABC plus bare neutral.
- Install the transformers, including MV surge arrestors, MV drop fuses and LV fuse protection units.
- Pole mounted 3 x 32kVA, 11kV/480V dual phase transformers to be used.
- Excavate trenches to a depth of at least 500mm for type 1 MV and LV three-point star earth electrodes, install electrodes and backfill and compact on completion.
- Install pole top distribution boxes complete with one pigtail bolt and one eye nut per distribution box.
- Connect pole top boxes to LV feeders with phasing as indicated on drawing.
- Excavate for 7m wooden poles (LV) and 11m wooden poles (MV) in accordance with D-DT-0332, backfill and compact pole in layers of 300mm.
- Install meters inside meter box, and ready boards with plugs in houses.
- Connect meters to pole top box via 4mm² overhead airdac, according to distribution standard.
- Some stands are currently vacant and these are indicated on the drawing. If the stands are still vacant at the time of installation, the ready boards and service conductor will not be installed.
- Demolish the existing LV ABC infrastructure as shown on the demolition drawing. Some of the poles which can be reused must be retained. To minimize power interruption to the already connected customers, the demolition must only be completed after the new electricity infrastructure.
- All materials must be brand new.
- Test and commission the entire infrastructure.
- Test and commission house connections and issue COCs.

- Capture all connections on CORDAPTIX prepaid bulk uploads, fill in connection slips in full.
- The work will be taken over by the employer on completion.

RESTRICTIONS IN PROVIDING THE WORKS

- Visit every resident and arrange access for mid-block electrification.
- Treat residents in a courteous, friendly and polite manner and keep them informed of changes to the required access.
- Foster close relationships with recognized community structures.
- Staff other than key contractor -staff is employed from the local community.
- Definition of completion: The works are to be completed in accordance with the specifications in all respect and taken-over by the employer, except cleaning of the site and breaking of camp which may be done within 1 week after completion.
- All services shall be in accordance with ESKOM distribution services standard and specifications.

TECHNICAL SPECIFICATIONS

Note: Unless otherwise specified the material shall be in accordance to the specifications listed in the ESKOM **NEC** small works contract.

WORK SPECIFICATION

NOTES:

- All work shall be in accordance with the relevant ESKOM specification.
- All labour cost shall be included in quoted rate.

1.1 .A PRELIMINARIES & GENERAL

1. A.1 TO 1.A.6 TRANSPORT

- The specific contractor shall supply, transport and off-load all material on the site.
- No additional transport charges will be entertained, except for ESKOM provided materials.

1.A.7 TO 1 .A. 12 SITE ESTABLISHMENT AND TIME RELATED COSTS

- a) The specific contractor shall supply a suitable site office, site store with a store man, staff accommodation and security.
- b) The specific contractor shall supply suitable supervision on site.
- c) the contractor shall also be responsible to remove all facilities established on site after his work is complete.

1. A.13 DESIGN

- a) The specific contractor shall supply a complete design to ESKOM specifications.

1.1. B PEGGING OUT THE WORKS

- a) The contractor shall deliver the completed work in accordance with the specifications and to the total satisfaction of ESKOM in regard to the clarity, quality accuracy and neatness.
- b) Reporting any incident pertaining to the environment, wild life, accidents and damages to property,
- c) The routes of the power lines shall be pegged such that the said lines can be erected in strict accordance with the code of practice for overhead power lines and the specifications of the relevant sections of the Occupational Health and Safety Act, Act 85 of 1993, and any regulations which may apply.
- d) The contractor shall obtain permission from the property owners to clear bush and/or trees before any work is carried out.
- e) The contractor shall open a "line of sight" for survey purposes only for surveying lv routes. For surveying MV feeder routes the clearances shall comply with the relevant standards.

- f) Cost to include for all bush clearing and/or tree felling
- g) The contractor shall repair all fences damaged by him to the satisfaction of the property owner
- h) The contractor shall set out the line route with its angle, tee-off, terminal and transformer pole positions in accordance with the stipulated route.
- i) The contractor shall peg the pole, stay and/or strut positions at each bend, tee-off and transformer point.
- j) The contractor shall peg on-line positions between points. It is important to take note of topographical features in the positioning of pole, stay and/or strut positions. All deviations should be referred back to the project engineer.
- k) The contractor must return at least one township layout plan with the medium voltage and low voltage "as-pegged" lines indicated in different colours.

1.1. C DIGGING HOLES

- a) The contractor shall provide all trenching, excavation of pole and stay holes, bedding material, back filling and surface reinstatement as required.
- b) Pole holes shall be dimensioned as per drawing DDT-0332.
- c) Stay holes shall be dimensioned as per drawing DDT-0350.
- d) All excavations shall be kept covered or barricaded, if not attended to, in a manner accepted by ESKOM to prevent injury to people or livestock.
- e) The contractor must allow for all soil conditions in his tender price. No additional payments will be considered.
- f) Risk of collapse and keeping excavations free of water shall be included in the quoted rate

1 1.D POLES

- a) All poles shall be positioned plumb vertical in the centre of the excavations viewed from any direction.
- b) Planting of poles and backfilling of holes shall be in accordance with SCSSCAA01.

1 1.E HV STRUCTURES

- a) Supplying and installing all hardware according to the relevant structure drawings.

1.1. F HV STAYS

- a) Supply and install complete stay assembly according to relevant structure drawing.
- b) Planting of stays and backfilling of holes shall be in accordance with SCSSCAA01.
C) risk of collapse and keeping excavations free of water shall be included in the quoted rate.
- c) All stays shall be planted with the relevant stay plates fitted on the stay rod.
- d) The stay plate shall be placed up against undisturbed soil on the pole side of the hole, the hole shall be backfilled and compacted in layers of 250mm.
- e) Struts shall be fitted with barbed wire anti climbing devices.

1.1. G LV STRUCTURES

- a) Supplying and installing all hardware according to the relevant structure drawings.
- b) All in accordance with Eskom's distribution construction standards.
- c) LV abc fittings shall conform to scsscaal4.
- d) Non-tension phase connections on abc shall be made using a 95/35 - 95/35 ipc in accordance with D-DT-3039 (part 9) .
- e) Non-tension neutral connections on abc shall be made using one h crimp in accordance with D-DT-3019 (part 9) per connection.
- f) The ABC shall be connected to the pole-top distribution box using 1 x 35 - 95/6-25 IPC (refer to D-DT-3039 (part 9)) for phase connections and 2 x 35-95 (pg)/6-25 (IPC) (refer to D-DT-3039 (part 9)) for neutral connections: or
- g) The connector housing shall be made entirely of weather resistant plastic materials. No metallic parts outside the housing will be accepted (except for the tightening bolt).
- h) The tightening bolt shall incorporate an over torque shearing head which will allow a clamping torque in conformity with the manufacturer's re-commendations. Without the use of any special tools.

- i) No energized parts shall be exposed or accessible by the operators during installation.
- j) All mounting hardware shall comply with the ESKOM distribution standard for bare neutral ABC.
- k) Suspension bracket max. vertical load - 700 DAN
- l) Strain clamps max. horizontal load - 1500 DAN
- m) Brackets are to be manufactured from corrosion resistant materials. Galvanized steel brackets are not acceptable.
- n) Cable ties in accordance with D-DT-3075 shall be used to avoid loosening the bundle at all structures including transformer structures. The general positions of cable ties are shown on the relevant structure drawings. Additional ties shall be fitted as required.
- o) On all bare neutral ABC systems the neutral shall be insulated from the strain clamp to the transformer connection with a UV protected covering. Refer to d-dt-3127.
- p) All ABC tails or ends shall be sealed using end caps.

1.1. H LV STAYS

- a) Supply and install complete stay assembly according to relevant structure drawing.
- b) Planting of stays and backfilling of holes shall be in accordance with scsscaa01.
- c) Risk of collapse and keeping excavations free of water shall be included in the quoted rate.
- d) All stays shall be planted with the relevant stay plates fitted on the stay rod.
- e) The stay plate shall be placed up against undisturbed soil on the pole side of the hole. The hole shall be backfilled and compacted in layers of 250mm.
- f) Struts shall be fitted with barbed wire anti climbing devices.

1.1.1 SERVICE BOXES

- a) Supply and install pole-top distribution box complete with tails, stainless steel strapping and connectors to ABC

- b) The pole-top distribution box shall be in accordance with SCSSCAAH3.
- c) The pole-top box shall be connected so that the loads are, as far as practicable, balanced across phases with reference to the LV distributor. (see phasing on design drawing).
- d) The pole-top box shall be secured to the pole using stainless steel strapping D-DT-3131.

1.1. J STRINGING

- a) All stringing shall be done according to the approved sag and tension charts.
- b) The contractor shall provide suitable dynamometer sighting rods or other approved apparatus necessary for proper checking of the work. Dynamometers shall be calibrated in kg or kN
- c) All joints and connections shall be the compression type and shall comply with the requirements of SCSSCAAG5:
- d) Only persons who have passed ESKOM approved compression jointing training and have proof of this are permitted to perform this work on the ESKOM network.
- e) No joints shall be placed in crossing spans.
- f) Joints shall, as far as possible, be made in the middle third of a span. No joint shall be placed within 20m of a structure.

1. 1. K TRANSFORMER STRUCTURES

- a) Supplying and installing all hardware according to the relevant transformer structure drawing.
- b) Supply all equipment to install the transformer.
- c) Connection of transformer onto MV overhead line via relevant crimps.
- d) all existing transformers to be upgraded to ESKOM specifications. In cases where bare LV at the transformer will not provide sufficient clearances, the bare LV

conductor is to be replaced with ABC conductor to the first LV pole from the transformer.

1 1.L INSTALLATION EARTHING

- a) Transformer earthing (electrode details and resistivity values) shall be in accordance with SCSASAAL9, distribution standard, part 2. (earthing standard)
- b) Tendered rate shall include for excavation of cable trenches in all types of material, and shall include for backfilling of trenches in layers of 250mm.

1 1.M POLE NUMBERING

- a) Supplying and installing all tags, punches and equipment to install MV and LV pole numbering.
- b) All labelling and marking in accordance with ESKASAANO.
- c) MV and LV poles shall be numbered as indicated on the issued for construction drawings.

1.1. N COMMISSIONING INFRASTRUCTURE

- a) Infrastructure to be commissioned according to SCSASABZ1.
- b) Handing over and documentation to be completed per transformer zone.
- c) Contractor to supply all test equipment necessary for testing of infrastructure.
- d) Contractor to timeously arrange for outages for commissioning purposes,

1.1.P OTHER

1.0.1 MORSDORFER FUSE ASSEMBLY INSTALLATION SHALL INCLUDE:

- a) The LV fuse units shall be positioned in a way that facilitates ease of operation from ground level using a link stick with the appropriate attachments.
- b) The units shall be placed below the LV conductor and the position shall also allow
- c) For future LV units to be installed where upgrading of the network is anticipated.
- d) The transformer structure drawing D-DT-0309 indicates proposed fuse unit
- e) Positions for up to 4 units. Typically. Two LV feeders can be fed from one fuse unit.

1.1.0.2 CUT-OUT FUSE ASSEMBLY INSTALLATION

- a) Supplying and installing all material and equipment necessary to provide a complete fuse assembly installation according to the relevant distribution drawing.

1.1.0.3 SITE ESTABLISHMENT TO INCLUDE:

SITE OFFICE

- a) The contractor shall provide onsite a minimum of 1(one) well illuminated, insulated and ventilated site office. This site office shall be painted inside and outside and shall be of sufficient size and adequately furnished to ensure proper administration of this works. The employer or his authorized representative supervisory staff will utilize this site office.
- b) One site office shall be of sufficient size to accommodate site meetings and to keep all drawings and documents needed for the works. A proper and updated indication of progress will be done on the layout plans and program for each site meeting.
- c) Site office 3m x 4m (minimum) furnished with the following:
- 1 x table 1,6mx 1.2m
 - 8 x chairs
 - 1 x pin board 1,6mx 1,2m
 - 1 x lockable filing cabinet
 - 1 x toilet (chemical)
 - Power outlets
 - 1 x mini refrigerator
 - 1 x WIFI
 - Stationary
 - emergency kit
- d) Provision shall be made for a suitable water supply, sanitary facilities and first aid facilities at the site office. The contractor shall ensure a means of communication between the site office and project manager's office.

- e) The contractor shall provide a fenced-in yard for the whole of the contract period.
- f) The location of the site offices shall be determined on site in collaboration with the employer or his authorized representative. The contractor shall remove these site offices and the area cleared to the satisfaction of the employer or his authorized representative on completion of this works.
- g) Tenderers shall take note that the total cost involved in these site offices shall be included in the rate for site establishment offered
- h) Establishment of facilities on site such as plant, sheds, water, electricity, lighting, etc.
- i) Removal of facilities from site after completion of work.
- j) Any additional cost deemed necessary by the contractor to comply with contractual requirements.

1.1.0.4 STORE AREA

- a) The contractor shall provide onsite a suitable site store for the temporary storage of material and equipment.
- b) The location of the site store shall be determined on site in collaboration with the employer or his authorized representative.
- c) This site store shall be removed and the area cleared to the satisfaction of the employer or his authorized representative on completion of the works.
- d) The contractor shall provide a qualified store-man to receive and issue materials. This store-man shall maintain a proper administrative record reflecting all materials received and issued. Stock shall be taken of at the end of each calendar month and a full stock report shall be submitted to the employer or his authorized representative at the first site meeting following the end of a particular month.

1 1.0.5 SAMPLE LINE BOARD

Not applicable

P OTHER

1.1 P.2 PREPAID METER:

- a) All meters to be supplied by contractor
- b) Meter to be 20A prepaid split meters type meter
- c) All meters to be sourced from approved ESKOM suppliers with whom ESKOM has current year contracts in place.
- d) Details of order to be submitted to the engineer for approval before confirmation of order.
- e) Rate to include for mounting of meter onto meter base.

1.1 .P.3 METER BASE, PLUGS AND U7 METER BOX:

- a) Meters to be mount on pole top box
- b) Contractor to supply and install ECU base and all mounting materials for fixing these to an outside wall of the customer's premises.
- c) Contractor to supply and install double plug outlet boxes according to specification. These plug boxes to be installed on inside wall of houses, as close as possible to the meter box on outside wall.
- d) Contractor to supply all fixing materials necessary
- e) Contractor to supply and install all wiring and consumable necessary to electrically connect the meter, and the meter to the plug box.

1.1. P.4 OVERHEAD CONNECTION

- a) Connections will be made overhead.
- b) Contractor to supply and install all material necessary for a complete overhead connection to each dwelling.
- c) Rate to include the supply of all material, installation of the material, stringing and the connection of the Supply Cable.

1.1. P.9 ENERGIZE, TEST& C.O.C. OF INSTALLATION

- a) House connection to be commissioned and tested according to SCSASABZ1.
- b) The contractor is to submit a copy of the certificate of compliance (COC) for each

- c) Meter installed and tested to the project manager.
- d) CRP data according to customer services department requirements and standards
- e) (refer to Annexures C of SCSASABZ1) to be captured in electronic format (Excel)
- f) After COC of installation has been issued, and submitted to the project manager monthly.

1.2 MATERIAL SPECIFICATION

NOTES:

- a) The contractor shall supply all the material necessary to complete the construction of this line.
- b) The contractor shall transport and off-load all material from the manufacturer to the construction camp.
- c) The contractor shall transport all equipment and material for the day's work
- d) From the construction camp and off-load it at the specific pole position.

1.2. A PRELIMINARIES

2. A.1 TRANSPORT

- a) The specific contractor shall supply, transport and off-load all material on the site.

1.2. B PEGGING OUT THE WORKS

- a) The contractor shall supply all the equipment necessary for the pegging of the work.
- b) The contractor shall supply all the steel pegs and peg markers for the pegging of the work.

1.2. C DIGGING HOLES

The contractor shall supply all material and equipment necessary for the excavations of the pole and stay holes.

The contractor shall transport all the material and equipment to and from the construction camp.

1.2. D POLES

- a) Wood poles shall be used as the standard pole for reticulation through the town

- b) Wood-poles shall have fibre strength of at least 55 MPa and shall be in accordance with SCSSCAAD7.
- c) Only poles from ESKOM approved suppliers may be used.

1.2. E HV STRUCTURES

- a) The contractor shall supply all the equipment necessary for dressing the structures according to the relevant distribution drawing.
- b) The contractor shall supply additional bolts with nuts and washers.
- c) Bolts, nuts and washers shall be hot dipped galvanized to specification.
- d) bolts shall be to SABS 135 with a strength Grade of 4.8.

1.2. F HV STAYS

- a) The contractor shall supply all the equipment necessary for planting the stay
- b) Stay rods shall be M20 size with length 2.0m

1.2. G LV STRUCTURES

- a) The contractor shall supply all the equipment necessary for dressing the structures according to the relevant distribution drawing.
- b) Connectors shall be of the insulation piercing type for main and tap conductors, except for the bare neutral when a double PG clamp will be utilized.
- c) The connector housing shall be made entirely of weather resistant plastic materials.
- d) No metallic parts outside the housing will be accepted (except for the tightening bolt).
- e) The tightening bolt shall incorporate an over torque shearing head which will allow a clamping torque in conformity with the manufacturer's re-commendations. Without the use of any special tools.
- f) No energized parts shall be exposed or accessible by the operators during installation.
- g) All mounting hardware shall comply with the ESKOM distribution standard for bare neutral ABC. Suspension bracket max. Vertical load - 700 DAN. strain clamps max. Horizontal load - 1500 DAN

- h) brackets are to be manufactured from corrosion resistant materials. Galvanized steel brackets are not acceptable.

H LV STAYS

- a) The contractor shall supply all the equipment necessary for planting the stay
- b) Stay rods shall be M12 size with length 1 -5m

1.2. I SERVICE BOXES

The contractor shall supply the pole-top distribution box complete with tails, stainless steel strapping and connectors to ABC.

The pole-top distribution box shall be in accordance with scsscaah3.

The pole top boxes shall be equipped with one 50A MCB.

1.2 J STRINGING

- a) All aluminium reinforced conductor to be Eskom marked conductor.
- b) All joints and connections shall be the compression type and shall comply with the requirements of SCSSCAAG5:

1.2.K TRANSFORMER STRUCTURES

- a) The contractor shall supply all the equipment necessary for installing the transformer structure complete with transformer according to the relevant transformer structure drawing.

1 2.L INSTALLATION EARTHING

- a) The contractor shall supply all the material necessary to install the complete earth as required in the relevant distribution drawing.

1 2.M POLE NUMBERING

- a) The contractor shall supply all the tags, punches and nails to install the pole numbering.

1 2.N COMMISSIONING INFRASTRUCTURE

- a) The contractor to supply all material necessary to perform commissioning in accordance with SCSASABZ1.

- b) Equipment labelling: the contractor is to ensure that the applicable standards regarding the labelling of equipment and poles are adhered to.
- c) Data and information: the contractor shall be responsible to submit the following data to the employer in the correct format.
- d) As-built drawings according to land development department requirements and standards (refer to Annexures for the requirements). The contractor will forward the updated drawings to the design consultant or the ESKOM project engineer (within one week after project completion) to be updated electronically. The project manager will ensure that the design consultant or the ESKOM project engineer then forward the drawings to the relevant land development office (within two weeks after capturing by the contractor).

FORM "H"

BILL OF QUANTITY

ANNEXTURE "A"

MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 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.

¹"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.

²"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 attach 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**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder,
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number Number	Employee / Peral Number

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 SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature	Date

.....
Position	Name of bidder

November 2011

MBD 5

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

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

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

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

***YES / NO**

.....

.....

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

***YES / NO**

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

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

3.1 If yes, furnish particulars

.....
.
.....

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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 exceed/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:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- 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 least 51% owned by:	EME ✓	QSE ✓
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>

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		
OR		
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 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	---

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[\frac{x}{y} \right] \times 100$$

Where

- x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

ITEM NUMBER	DESCRIPTION AND COLOUR OF MATERIAL	MINIMUM THRESHOLD
1.	<ul style="list-style-type: none"> • Electrical and telecom cables 	90%
	<ul style="list-style-type: none"> • Transformers and shunt reactors 	
2.	<ul style="list-style-type: none"> • Class 0 • Class 1 • Class 2 • Class 3 • Class 4 • Components and conversation activities 	<ul style="list-style-type: none"> • 90% • 70% • 70% • 45% • 10% • 50-100%

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB 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.

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 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.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R

Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

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

(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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE:

WITNESS No. 1 _____

DATE:

WITNESS No. 2 _____

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

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 consortium³ 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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ROADS AND STORM WATER STANDARDS

1. Colto Standards Specifications for Roads and Bridge Works for Road Authorities (Latest Version / 1998 Edition).
2. GCC- General Condition of Contract for Construction Works (Third Edition 2015)
3. Sansa 1921-1 (2004) : Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of Traffic is involved:
4. Sansa 1921-2 (2004): Construction and Management Requirements for Works Contracts Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.
5. TRH 2 – Geotechnical and Soil Engineering Mapping for Roads and the Storage of Materials Data.
6. TRH 4 – Structural Design of Interurban and Rural Road Pavements
7. TRH 9 - Construction of Road Embankments :Technical Recommendations for Highways (1982)
8. TRH10 - Design of road embankments
9. TRH 12 - Flexible pavement rehabilitation investigation and design
10. TRH 20 - The Structural design, Construction and Maintenance of Unpaved Roads.
11. TRH 16 - Traffic Loading for Pavement and Rehabilitation Design.
12. TRH 15 - Subsurface Drainage for Roads.
13. TRH 14 - Guidelines for Road Construction Materials.
14. TMH 1 - Standards Methods of testing road construction materials.
15. TMH 3 - Traffic Axle load Surveys for Pavement Design.
16. TMH 5 - Sampling Methods for Road Construction Materials.
17. TMH 6 - Special Methods for Testing Roads.
18. TMH 7 - Code of Practice for the DESIGN OF Highway Bridges and Culverts in South Africa Part 1, Part 2 and Part 3.
19. TMH 8 - Traffic Counting Procedures for Rural Roads.
20. TMH 9 - Pavement Management Systems: Standards Visual Assessment Manual.
21. TMH 10 - Manual for the Completion of As-Built Materials Data Sheets.
22. SANS 3001 – Civil Engineering Test Methods

ELECTRICITY STANDARDS

SANS 1507/2002 – Cable Specifications

SANS 10142 – Code of practice for the wiring of premises

SABS 780 – Transformer Specifications Standards

SABS 0225 – Pole Design Standard

Note: all the Electricity Related Construction Works must be done following Eskom Standards.

The contractor is to take note of the standards and specifications as listed in the table below.

SPECIFICATION NO.	TITLE /DESCRIPTION OF STANDARD AND SPECIFICATION	DATE OF REVISION	TICK IF PUBLICLY AVAILABLE
SCSASAAMO	ESKOM DISTRIBUTION STANDARD PART 0: STRUCTURES, DEFINITIONS, ABBREVIATIONS AND EXEMPTIONS.	REV 1	

SCSPVABF3	ESKOM DISTRIBUTION STANDARD PART 0: OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS TO BE MET BY CONTRACTORS AND SUB-CONTRACTORS EMPLOYED BY ESKOM	REV1	
SCSASAAL9	ESKOM DISTRIBUTION STANDARD PART 2: MV AND LV RETICULATION EARTHING.	REV 2	
SCSASAAM2	ESKOM DISTRIBUTION STANDARD PART 3: LV OVERHEAD RETICULATION.	REV 4	
SCSAGAAF5	ESKOM DISTRIBUTION STANDARD PART 3: LV PROTECTION PHILOSOPHY.	REV1	
SCSASAAP2	ESKOM DISTRIBUTION STANDARD PART 4: 22KV OVERHEAD RETICULATION UP TO HARE/OAK CONDUCTOR.	REV0	
SCSASAAS3	ESKOM DISTRIBUTION STANDARD PART 8: ELECTRIFICATION	REV 2	
SCSASABZ1	HANDING OVER DOCUMENTATION: MAJOR/MINOR RETICULATION ELECTRIFICATION	REV0	

List of specifications

NOTES TO TABLE:

- This is a list of all the specifications and other documentation referenced or described as being part of the works information.
- The list includes publicly available standard specifications which may not be attached, but which are part of the works information.
- Variations to standard specifications are also listed as applicable and are attached.
- A detailed description of each part of the works, including a bill of quantities, is attached to this document.
- The contractor must be in possession (on site) of the latest ESKOM distribution standards, parts 2, 3, 4, 8 and 9. Failure to adhere to this requirement may lead to the termination of this contract.

TABLE: REFERENCE TO NATIONAL AND INTERNATIONAL STANDARDS

Topic	Document
Aerial Bundled Conductor	SABS 1418, Part 1 to 3 DTS 0105 (NRS 018)
Bolts and Nuts	SABS 135
Bolts, Eye	SABS 178
Busbars	SABS 1195

Topic	Document
CNE	
Cables, installation of electric	SABS 1268: 1979
Cables, low voltage	NRS 016: 1991
Cables, medium voltage	SABS 0198: 1988
Cables (house service split concentric)	NRS 012: 1991
Cable Glands	NRS 013:1991
Cables Ties	DTS 0084 (NRS 017)
Clamps (strain for split concentric)	SABS 808
Clamps (suspension for split concentric)	DTS 0086 (NRS 020)
Clamps Strain	
Clevis Tongue Adaptor (Twisted)	SABS 178
Clips for Wiring	SABS 178
Compression Fittings	
Concrete Poles	BS 3250 Part 1 (Tests) SABS 470
Conductor ACSR/AAC and AAAC	DTS 0106
Conductor, Covered	SABS 182
Conduit	DTS 0087 (NRS 021)
Connectors, lug/ termination	
Connectors, insulation piercing	NRS 028 EDF 6737/ HN 33 E60
Conductor, mid-span/ full tension	(Main cable 350 mm ² to 70mm, take-off 6mm to 35 mm)
Connectors	
Cross Arm Braces	SABS 0162 SABS 1200 H/HA
Cross Arms	
D Fuses	SABS 0162 SABS 1200 H/HA
Earthing Rods	DTS 0048 Rev 0
Electricity Dispenser	
Fitting (strain and suspension)	SABS 1063 SABS 0199

Topic	Document
ABC	SABS 1524-1
Fuse Holder	NRS 009-1
Fuses	DTS 0105 (NRS 018)
	SABS 172
Galvanizing	SABS 763: 1988
	SABS 935
Harness Wiring	
Insulator Hardware	IEC/ NWS 1536
Insulator Spindle	DTS 0092
Isolator	SABS 0162
	SABS 1200 H/HA
Line Construction	NWS 1512
Links Trilinks	IEC/ NWS 1536
Links, ganged 3 phases (isolators)	IEC/ NWS 1536
Link, pull Stick (Knife links)	IEC/ NWS 1536
Links, single Pole "Hulinks"	IEC/ NWS 1536
Long Rod Insulators	DTS 0092
Miniature Circuit Breakers OHASA Act (1993) and it's regulations and amendments	SABS 156
Pole Top Service Box	DTS 0104 (NRS 032)
Post Insulators	DTS 0092
Preformed Tension Wraps	SABS 178
Preformed Ties	
Ready Boards	DTS 0085 (NRS 019)
Reticulation LV	DTS 0090 (NRS 023)
Road crossing standard	DTS 0060
Safety on Construction Sites	NWS 1058
Service box	DTS 0104 (NRS 032)
Stainless Steel Straps and Buckles	

Topic	Document
Stay Assemblies	BS 16
Stay Attachment Brackets	SABS 0162
Stay Insulators	
Stay Wires	SABS 182, Part 5
Surfix Wiring	SABS 1507
Surge Diverters	NWS 1108
Symbolic Safety Signs	SABS 186: 198
Transmission line hardware	NWS 1827
Washers	SABS 135
Wire, PVC Covered	SABS 182
Wire Rope Grips	BS 462
Wood Poles, pine gum	SABS 753
	SABS 754

Guidelines and Recommended Practices

Title	Document
Overhead Reticulation: Recommended Practice for Low Cost Urban Reticulation	NRS 023: 1991
Eskom Electrification Standard : Volumes 1 & 2	(DTS 0090)
Code of Practice for the Application of CNE on Low Voltage Distribution Systems.	
Power Line Crossing of Proclaimed Roads, Railway Lines, Tramways and Important Communication Lines.	NRS 016 : 1991 (DTS 0103)

Code of Practice for Joint use of Structures for Power and Telecommunication Lines.	DTS 0060 z NRS 043 of 1997
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Objections and complaints

Persons aggrieved by decisions or actions taken in the appointment of this tender or affected by the entire process of supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action to: The Municipal Manager, Private Bag X 07, Chuenespoort, 0745.To report any fraud; irregularities or corruption related incidents you may call our Anti Fraud Hotline number: 0800 20 50 53

Checklist of documents to be submitted:

Please tick in the relevant block below

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	One original bid document
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of qualifications
<input type="checkbox"/>	<input type="checkbox"/>	Copy of your CIPRO company registration documents listing all members with percentages, in case of a CC.
<input type="checkbox"/>	<input type="checkbox"/>	Declaration of interest
<input type="checkbox"/>	<input type="checkbox"/>	BEE rating certificate issued by a SANAS Accredited BEE verification agency or sworn affidavit
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of qualifications and registration qualifications
<input type="checkbox"/>	<input type="checkbox"/>	Statements of Municipal Rates & Taxes (as proof of payment of municipal services of your municipality not older than 3 months)

Please ensure that the following documents are completed:

YES **NO**

All MBD forms (MBD 1, MBD 2, MBD 3.1, 3.2 or 3.3, MBD 4, MBD 5, MBD 6.1, MBD 7.1, MBD 8 and MBD 9)

Completed Price Schedule with detailed breakdown

Kindly take note that:

- 1. Should all of these documents not be included, the bidder may be disqualified on the basis of non-compliance.**
- 2. The same documents must be submitted for all other companies that are involved in the tender in case of a consortium.**

Signed :

Name in Print :

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.												Note: VAT to be excluded from all calculations
(C2)	Tender description:												
(C3)	Designated product(s)												
(C4)	Tender Authority:												
(C5)	Tendering Entity name:												
(C6)	Tender Exchange Rate:	Pula		EU		GBP							
(C7)	Specified local content %												

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
								(C20) Total tender value	R 0		
Signature of tenderer from Annex B								(C21) Total Exempt imported content	R 0		
								(C22) Total Tender value net of exempt imported content	R 0		
								(C23) Total Imported content	R 0		
								(C24) Total local content	R 0		
Date:								(C25) Average local content % of tender			

(D1)	Tender No.											Note: VAT to be excluded from all calculations
(D2)	Tender description:											
(D3)	Designated Products:											
(D4)	Tender Authority:											
(D5)	Tendering Entity name:											
(D6)	Tender Exchange Rate:	Pula			EU	R 9.00		GBP	R 12.00			

**This total must correspond with
Annex C - C 21**

(D32) Total imported value by tenderer	R 0
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(D45) Total imported value by 3rd party	R 0
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[illegible]

**This total must correspond with
Annex C - C 23**

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.		Note: VAT to be excluded from all calculations
(E2)	Tender description:		
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: