

# KING SABATA DALINDYEBO LM



**BID DOCUMENT FOR:  
MAINTENANCE AND EMERGENCY WORK ON THE KSD OVERHEAD AND  
UNDERGROUND ELECTRICAL NETWORK AT VARIOUS LOCATIONS WITHIN  
KSDLM, THREE (03) SERVICE PROVIDERS WILL BE APPOINTED FOR A  
PERIOD OF THREE (3) YEARS  
BID NUMBER: SCM: 041/2020/21**

**BIDDER:** \_\_\_\_\_

**BID PRICE:** \_\_\_\_\_

**CLOSING DATE: 03 MAY 2021** \_\_\_\_\_

**CLOSING TIME: 12H00** \_\_\_\_\_

**CSD SUPPLIER NUMBER** \_\_\_\_\_

**CIDB CRS NUMBER** \_\_\_\_\_

**PREPARED BY:**

SUPPLY CHAIN MANAGEMENT OFFICE  
KSD MUNICIPALITY  
MUNITATA BUILDING  
CORNER SUTHERLAND & OWEN STREET  
MTHATHA  
5099  
Tel: [047] 501 4394  
Fax: [047] 531 2085

## TABLE OF CONTENTS

Invitation to bid (MBD 1) .....	3
A. Bid Advert .....	6
B. Supply Chain Management Policy Prerequisites .....	8
C. General Conditions of Bid .....	9
<b>MBD 6.1</b> Preference points claim form in terms of the preferential Procurement regulations 2017 .....	12
General Conditions of Contract .....	19
D Specifications and Evaluation Criteria .....	28
E. List of Annexure:	
<b>MBD 2</b> Tax clearance requirements .....	31
<b>MBD 3.1</b> Pricing schedule – firm prices (Purchases) .....	32
<b>MBD 4</b> Declaration of Interest (In the Service of the State) .....	34
<b>MBD 7.1</b> Contract Form .....	36
<b>MBD 8</b> Declaration of Bidder's Past Supply Chain Management Practices .....	38
<b>MBD 9</b> Certificate of Independent Bid Determination .....	40
<b>ANNEXURE A1:</b> Past Experience .....	43
<b>A2:</b> Past Experience .....	44
<b>ANNEXURE B:</b> Company Details .....	45
<b>ANNEXURE C:</b> Joint Venture Disclosure Form .....	46
<b>ANNEXURE D:</b> Company Composition .....	55
<b>ANNEXURE E:</b> Declaration of Interests (Kinship, Relationship With Persons Employed By KING SABATA DALINDYEBO MUNICIPALITY) .....	56
<b>ANNEXURE F:</b> Declaration (Validity of Information Provided) .....	57
<b>ANNEXURE G:</b> Bid Check List .....	58

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	<b>SCM NO:041/2020-21</b>	CLOSING DATE:	<b>03 MAY 2021</b>	CLOSING TIME:	<b>12h00</b>
DESCRIPTION	<b>MAINTENANCE AND EMERGENCY WORK ON THE KSD OVERHEAD AND UNDERGROUND ELECTRICAL NETWORK AT VARIOUS LOCATIONS WITHIN KSDLM, THREE (03) SERVICE PROVIDERS WILL BE APPOINTED FOR A PERIOD OF THREE (3) YEARS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

<b>KSD LOCAL MUNICIPALITY</b>					
<b>MUNITATA BUILDING</b>					
<b>CORNER SUTHERLAND &amp; OWEN STREET</b>					
<b>MTHATHA</b>					
<b>5099</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes  <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	DEPARTMENT	TECHNICAL SERVICES
CONTACT PERSON	Mr. N. Zibi	CONTACT PERSON	Mr B. Gwadiso
TELEPHONE NUMBER	047 501 4394	TELEPHONE NUMBER	047 501 4308
E-MAIL ADDRESS	zibin@ksd.gov.za	E-MAIL ADDRESS	gwadisob@ksd.gov.za

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>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.</p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<p><b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b></p>

- 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: .....



## BID NOTICE

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

No.	Project Name	CIDB Grading	Bid Number	Closing Date	Enquiries
1	Panel of 03 accredited service providers for disinfection, sanitization and deep cleaning of all municipal offices, workstation, municipal facilities and municipal vehicles for a period of twelve (12) months as and when the service required.	N/A	SCM: 020/2020/21	Date: 14/04/2021 Time: 12H00	Technical Enquiries may be directed to: Mr L. Maka Tel: 047 501 4076
2	Maintenance of traffic signals within the King Sabata Dalindyebo municipality (KSD) for a period of three (03) years	4 EB or higher	SCM: 040/2020/21	Date: 03/05/2021 Time: 12H00	Technical Enquiries may be directed to: Mr Gwadiso Tel: 047 501 4308
3	Maintenance and emergency work on the KSD overhead and underground electrical network at various locations within KSDLM, three (03) service providers will be appointed for a period of three (3) years	4 EP or higher	SCM: 041/2020/21	Date: 03/05/2021 Time: 12H00	Technical Enquiries may be directed to: Mr Gwadiso. Tel: 047 501 4308
4	Supply, installation, management and maintenance of a hosted call centre solution for a period of twelve (12) months	N/A	SCM: 064/2020/21	Date: 14/04/2021 Time: 12H00	Technical Enquiries may be directed to: Mr M. Ndyaluvane. Tel: 047 501 4007

### Bidders must take note of the following bid conditions

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

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

**NO COMPULSORY BRIEFING IS APPLICABLE FOR ALL BIDS**

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

### Bidders must take note of the following bid conditions: -

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

- **BBBEE must be SANAS and IRBA Approved or Sworn affidavit must be from DTI failure to do so tenderers will lose point.**
- **Preferential Procurement Policy Framework ACT 2017 (PPPFA) Points will be evaluated based on the following criteria**
- **Stage 1 Pre –qualification evaluation**
- **Stage 2 Price and BBB EE Points**

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

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

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

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

Date\_\_\_\_\_

## **B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES**

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

### **1.1 GENERAL PREREQUISITES**

#### **Introduction**

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

#### **Criteria**

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

#### **Joint Ventures**

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

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



## C. GENERAL CONDITIONS OF BID

---

### 1. INTERPRETATION

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

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

### 2. EXTENT OF BID

This contract is for –**MAINTENANCE AND EMERGENCY WORK ON THE KSD OVERHEAD AND UNDERGROUND ELECTRICAL NETWORK AT VARIOUS LOCATIONS WITHIN KSDLM, THREE (03) SERVICE PROVIDERS WILL BE APPOINTED FOR A PERIOD OF THREE (3) YEARS**

### 3. CONTRACT TO BE BINDING

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

### 4. MODE OF BID

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

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

### 5. QUALITY

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

### 6. INSURANCE CLAIMS, ETC.

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

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

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

### 7. SIGNING OF DOCUMENTS

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

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

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

**8.1 PENALTY PROVISION**

Should the successful Bidder:

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

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

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

**9. VALUE ADDED TAX**

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

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

**10. PRICE ESCALATION**

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

**11. AUTHORITY TO SIGN BID DOCUMENTS**

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

**12. DURATION OF THE BID**

It is envisaged that the successful Bidder will be appointed within 90 days from the closing date and will be required to begin work on the assignment immediately upon appointment.  
The duration of this project is 03 years period.

**13. DELIVERY PERIODS**

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

**14. CLOSING DATE / SUBMITTING OF BIDS**

Completed bid documents are to be placed in a sealed envelope endorsed “**SCM NO: 041/2020/21, MAINTENANCE AND EMERGENCY WORK ON THE KSD OVERHEAD AND UNDERGROUND ELECTRICAL NETWORK AT VARIOUS LOCATIONS WITHIN KSDL, THREE (03) SERVICE PROVIDERS WILL BE APPOINTED FOR A PERIOD OF THREE (3) YEARS**”

Must be deposited in the Bid Box, at the offices of the King Sabata Dalindyebo Municipality, Munitata Building Corner Sutherland & Owen Street, Mthatha 5099, not later than **12h00 on Monday, 03 May 2021**, at which time the bids will be opened in public.

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

**16. BID AND PROJECT ENQUIRIES**

Please refer all SCM enquiries to **Mr. N. Zibi** via e-mail on [zibin@ksd.gov.za](mailto:zibin@ksd.gov.za). All Project enquiries to **Mr B. Gwadiso** via e-mail on [gwadisob@ksd.gov.za](mailto:gwadisob@ksd.gov.za)

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	80
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20.
<b>Total points for Price and B-BBEE must not exceed</b>	<b><u>100</u></b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

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

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

### 3. **ADJUDICATION USING A POINT SYSTEM**

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

### 4. **POINTS AWARDED FOR PRICE**

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

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

**80/20                      or                      90/10**

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

Where

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

$P_t$  = Comparative price of bid under consideration

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

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

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

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

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

## 6. BID DECLARATION

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

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

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

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

**8 SUB-CONTRACTING**

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

8.1.1 If yes, indicate:

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

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of firm : .....

9.2 VAT registration number :

9.3 Company registration number : .....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer



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

9.7 MUNICIPAL INFORMATION

Municipality                      where                      business                      is                      situated  
 .....  
 Registered Account Number .....  
 Stand Number .....

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

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

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

**WITNESSES:**

- 1. ....
- 2. ....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

**ADDRESS:**

.....

.....

.....

.....

.....

.....

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following terms shall be interpreted as indicated:

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

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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

## **8. Inspections, tests and analyses**

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

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

## **9. Packaging**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

## **14. Spare parts**

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

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

## **15. Warranty**

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

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or

for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## 16. **Payment**

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

## 17. **Prices**

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

## 18. **Increase/decrease of quantities**

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

## 19. **Contract amendments**

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

## 20. **Assignment**

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

## 21. **Subcontracts**

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

## 22. **Delays in the provider's performance**



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

## **23. Penalties**

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

## **24. Termination for Default**

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

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

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

## **26. Force Majeure**

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

## **27. Termination for Insolvency**

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

## **28. Settlement of Disputes**

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

**29. Limitation of Liability**

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

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

**30. Governing Language**

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

**31. Applicable Law**

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

**32. Notices**

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

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

**33. Taxes and Duties**

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

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

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

**34. Transfer of Contracts**

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

**35. Amendment of Contracts**

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and

signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

## **D. SPECIFICATION & EVALUATION CRITERIA**

### **1. SCOPE OF WORK:**

**Three Service providers will be appointed for a period of 36 months, as and when needed. All work carried out will be on the 66/11KV network**

**Successful bidders will be required to undertake the following tasks but not limited to such:**

- 1.1 Attend to emergency call outs and customer faults
- 1.2 Will be expected to carry out excavations, cable fault location, laying of cable, jointing, terminations and phasing
- 1.3 Emergency repairs on overhead lines and minor construction work
- 1.4 It should be noted that the overhead line contractor must have the tools and equipment to work on the 11kv structures
- 1.5 Installation of kiosks
- 1.6 Maintenance and repair of street lights and high mast lights
- 1.7 Installation of RMU and miniature substations including construction of plinths as and when required
- 1.8 Testing of transformers and switchgear
- 1.9 The bidder must specify the technology preference, namely to work on overhead line or underground cable work

### **2. PERIOD OF CONTRACT**

The contract shall be valid for a period of 36 months, as an when needed

### **3. DEFAULT AND/OR POOR PERFORMANCE OF THE CONTRACTOR AND TERMINATION OF THE CONTRACT**

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

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

**Section/Director to carry out the work, and has failed to do so.**

- 3.2 If the contractor fails to proceed with work or refuses to remove defective work or materials with reasonable diligence, then the Head of Division/ Director may:
- I. Give notice to the contractor to remedy the default
  - II. If the contractor fails to remedy the default within seven (7) days  
Of the notice, the Municipality shall be entitled to terminate the contract on written notice to the contractor

**4. AREAS OF RESPONSIBILITY**

Contractors will be responsible for one portion of the electricity network which has been divided into 3 areas, namely:

**4.1 MTHATHA CBD AND SOUTH**

- 4.1.1 Entire CBD
- 4.1.2 Police Camp
- 4.1.3 Fort Gale
- 4.1.4 Myezo
- 4.1.5 Enkulelekweni
- 4.1.6 Sidwadwa View
- 4.1.7 Southridge
- 4.1.8 Zamakalungisa
- 4.1.9 Southernwood

**4.2 MTHATHA EAST**

- 4.2.1 Ngangelizwe
- 4.2.2 Ikwezi
- 4.2.3 Ikwezi Extension
- 4.2.4 Mbuqe
- 4.2.5 Mbuqe Extension
- 4.2.6 BT Ngebs Mall
- 4.2.7 Vulindlela Heights
- 4.2.8 Bongweni
- 4.2.9 Zimbane Valley
- 4.2.10 Eskom
- 4.2.11 Illitha
- 4.2.12 Kuyasa

**4.3 MTHATHA NORTH AND WEST**

- 4.3.1 Northcrest
- 4.3.2 Hillcrest
- 4.3.3 Norwood
- 4.3.4 Ncambedlana
- 4.3.5 Phase
- 4.3.6 Maiden Farm
- 4.3.7 New Brighton
- 4.3.8 Waterfall
- 4.3.9 Mdlekeza Park
- 4.3.10 Callaway

4.3.11 Old Enkulelekweni

4.3.12 Mthatha West

## **5. 24 HOUR EMERGENCY SERVICE**

- 5.1 KSDLM electricity service delivery unit operates on a 24 hour 7 day a week basis.
- 5.2 Normal working hours are from 08h00 until 16h00
- 5.3 Call Out hours are from 16h00 until 07h00
- 5.4 Emergency situations may occur at any time, the contractor is expected to have the necessary resources available for standby purposes.

## **6. RESPONSE TIMES**

- 6.1 During breakdowns, teams are required to be on site within 30 minutes from notification
- 6.2 Individual faults are to be restored within 15 minutes from arrival on site.  
In exceptional instances where the repairs require additional plant, tools and material that are not ordinarily kept with the technician, an additional 30 minutes will be allowed to acquire these resources
- 6.3 Area faults are to be restored within 4 hours of notification
- 6.4 Any deviation from the above must be promptly communicated to the standby supervisor

## **7. EXPERIENCE**

- 7.1 Technical teams are to be qualified, competent, experienced , be of sober habits and able to work under severe pressure
- 7.2 Electricians to be trade tested with a minimum 5 years' experience in heavy current
- 7.3 The electricity service delivery unit will carry out regular checks of certification and competency levels of staff on site according to organogram submitted on the tender proposal
- 7.4 Any changes to staff from the original proposal must be communicated in advance to the GM Electricity and replacement staff are to meet the minimum requirements as detailed in the tender document
- 7.5 Staff are to be well equipped with tools and equipment to carry out tasks efficiently
- 7.6 PPE of staff to be company branded

## **8. PROCEDURE AND PROCESSES**

- 8.1 Call outs are dispatched from the Call Centre and Standby Supervisor
- 8.2 Call out instruction forms are issued by Call Centre and signed off by supervisor within 24 hours of work completion
- 8.3 Weekly reports to be submitted and these must allude to abnormalities, safety issues, activities that are outstanding and require urgent attention
- 8.4 The electricity service delivery unit will conduct monthly meetings with contractors

## **9. COMPLIANCE WITH OSHACT**

- 9.1 Contractors are to ensure Public Liability Insurance to the value of R2m for any single claim is in place and proof thereof submitted with the Safety File
- 9.2 Insurance must be in place for the full duration of the contract
- 9.3 Safety file will include the following compulsory documents:
  - 9.3.1 COID
  - 9.3.2 Notification of Work – Department of Labour
  - 9.3.3 FAS and Rescue Certificates
  - 9.3.4 Medical Certificate
  - 9.3.5 HV Regulation Certificate
  - 9.3.6 First Aid Certificate
  - 9.3.7 Basic Fire Fighting Certificate

- 9.3.8 Test Certificates of equipment and plant to be used on site
- 9.3.9 Public Liability Insurance
- 9.3.10 Safe work procedures

## **10. MATERIALS**

- 10.1 Materials will be provided by KSDLM
- 10.2 Materials will be requested from the contractor as and when needed and priced according to the tendered Bill of Quantities
- 10.3 All materials removed from site and unused are to be returned to the electricity workshop

## **11. PRICING**

- 11.1 For the final contract rates, tendered prices will be used to determine an average rate per activity which applied throughout the contract to all successful bidders

## **12. SERVICE STANDARDS AND CODE OF CONDUCT**

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

Appointed contractors are to adhere to the following conditions:

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

NB:ALL ITEMS ABOVE ARE MANDATORY A BIDDER WILL BE DISQUALIFIED SHOULD THEY FAIL TO PRODUCE ANY OF THE ITEMS ABOVE

No	Item Description	Minimum Requirements	Source of Evidence	Proof Attached Y/N	Maximum Points	SCORE
1.1	CIDB Grade 4 or higher	<b>Grade 4 EB/EP</b>	Attach Certificate	<b>Mandatory</b>	N/A	<b>Qualifier</b>
1.2	Fire fighter	1	Fire Fighting Certificate + Appointment letter	<b>Mandatory</b>	N/A	<b>Qualifier</b>
1.3	First Aider (Level 2)	1	First Aid Certificate + Appointment letter	<b>Mandatory</b>	N/A	<b>Qualifier</b>
1.4	Permit Holder	1	ORHVS Certificate	<b>Mandatory</b>	N/A	<b>Qualifier</b>
1.5	Training on Movac and Lunar Controllers	1	Valid Certificate	<b>Mandatory</b>	N/A	<b>Qualifier</b>
1.6	Safety Rep	1	Appointment letter	<b>Mandatory</b>	N/A	<b>Qualifier</b>



## A. TECHNICAL EVALUATION CRITERIA

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

**A BIDDER ATTAINING LESS THAN SEVENTY (70) PERCENT WILL NOT PROCEED TO THE FINANCIAL EVALUATION.**

**THE BASIS FOR SCORING IS AS FOLLOWS:**

FUNCTIONALITY ASSESSMENT – POINTS SCORING	
Functionality Category & Description	Points Allocation
<b>Experience</b>	<b>Total = 40</b>
The service provider must attach appointment letters completion certificates for each similar project completed  ( 10 points will be allocated for each project completed limited to four projects)	40
<b>Expertise</b>	<b>Total = 40</b>
<ul style="list-style-type: none"> <li>• Lite Delivery Vehicle (proof of availability)</li> <li>• Hydraulic Crimper(Proof of Availability &amp; Valid certificate)</li> <li>• Gas Torch/ Blower unit (proof of availability)</li> </ul>	5 5 5
<ul style="list-style-type: none"> <li>• Project Manager(NQF 6 Qualifications &amp; Professional Body Registration)</li> <li>• Cable Jinter(Cable joiner course )</li> <li>• Electrician(Trade test)</li> </ul>	10 5 10
<b>Methodology</b>	<b>Total = 20</b>
Detailed proposal with full compliance with the terms of reference comprising of amongst others the ff: detailed work plan with time frames, clearly explaining how the project will be implemented.	20 15 5

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

- [a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.
- [i] **Experience** - The experience annexure must be completed. Only list projects of a similar nature undertaken in Wellness Program
- [ii] **Expertise** – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.

[iii] **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with time frames and clearly explaining how the works will be implemented.

[b] Bids that do not meet a minimum of **70** out of **100** in total for the criteria listed above will not be considered.

1. LIST OF FLEET, TOOLS, EQUIPMENT AND TOOLS THAT WILL BE USED ON THIS PROJECT

B. INFORMATION IS COMPLETED AND PROOF SUBMITTED AS PER THE SOURCE OF EVIDENCE COLUMN.

- FAILURE TO COMPLETE THIS DOCUMENT WILL RENDER YOUR SUBMISSION TECHNICALLY UNACCEPTABLE, HENCE NO FURTHER EVALUATION WILL TAKE PLACE AND YOU WILL NOT QUALIFY TO BE INCLUDED ON THIS CONTRACT
- PLEASE NOTE: AS THIS TENDER WILL BE EVALUATED INTERMS OF TECHNICAL CRITERIA IT IS IN YOUR INTEREST
- TO COMPLETE THIS AS COMREHENSIVELY AS POSSIBLE.

2. LIST OF FLEET, TOOLS, EQUIPMENT AND TOOLS THAT WILL BE USED ON THIS PROJECT

•

NO	ITEM DESCRIPTION	PROOF OF OWNERSHIP (e.g. Roadworthy, calibration certificates)	EVIDENCE ATTACHED


### 3. CONTRACTOR EXPERIENCE AND WORK LOAD

Details of major projects contractor completed in the last two years

Project Name	Location	Client Contract No	Approx. Value	Start Date	Comp Date	Brief Description.

### 3. DETAILS OF PROJECTS CURRENTLY UNDER CONSTRUCTION

PROJECT NAME	LOCATION	CLIENT CONTRAC	APPROX. VALUE	START DATE	COMP. DATE	BRIEF DESCRIPTION.

**4.Details of projects for which you have recently tendered or are awaiting adjudication or “go ahead”**

PROJECT NAME	LOCATION	CLIENT ENQUIRY NO	APPROX. VALUE	START DATE	COMP DATE	BRIEF DESCRIPTION.

### 5.CURRICULUM VITAE'S OF EXPERIENCED STAFF

The following table must be completed. Detailed CV's shall also be submitted with the tender.

Name	ID Number	Function	Highest Qualification/ Courses	Date Accredited	ORHVS Expiry date	Years' of Experience	Type of experience



**5.1 Name of person who will be responsible for the management of the construction and maintenance of the project and his/her qualification/experience.**

.....  
.....

**5.2 Other senior persons to be involved in the construction and maintenance of the project including their qualification/experienced and specific role in the project.**

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

**5.3 What Quality Management System do you utilise?**

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

**5.4 How many teams do you have available for this project?**

.....

**5.5 How many teams will you have available for working under outage conditions?**

.....

**5.6 Where are your companies offices based?**

.....

**5.7 Where are your companies teams based?**

.....

**5.8 How many people are in a team and describe the various roles and numbers of each category of worker in each team?**

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

**5.9 Provide information of the structure of each team provide**

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

## C. BILL OF QUANTITIES

### 1. LABOUR RATES AND TRANSPORT

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>LABOUR RATES AND TRANSPORT</b>				
1.1	labour prices to apply for a normal working hours on week days: 08h00 – 16h00				
1.1.1	SUPERVISOR	/ call	1		R
1.1.2	ELECTRICAL TECHNICIAN / TEST TECHNICIAN	/ call	1		R
1.1.3	ELECTRICIAN	/ call	1		R
1.1.4	LINESMAN - SPECIFICALLY TRAINED	/ call	1		R
1.1.5	POLE PLANTER / DRIVER	/ call	1		R
1.1.6	CABLE JOINTER - SPECIFICALLY TRAINED	/ call	1		R
1.1.7	CABLE LAYER - SPECIFICALLY TRAINED	/ call	1		R
1.1.8	LABOURER	/ call	1		R
1.2	labour prices to apply for overtime working hours on week days: 16h00 – 07h00 and Saturday.				
1.2.1	SUPERVISOR	/ call	1		R
1.2.2	ELECTRICAL TECHNICIAN / TEST TECHNICIAN	/ call	1		R
1.2.3	ELECTRICIAN	/ call	1		R
1.2.4	LINESMAN - SPECIFICALLY TRAINED	/ call	1		R
1.2.5	POLE PLANTER / DRIVER	/ call	1		R
1.2.6	CABLE JOINTER - SPECIFICALLY TRAINED	/ call	1		R
1.2.7	CABLE LAYER - SPECIFICALLY TRAINED	/ call	1		R
1.2.8	LABOURER	/ call	1		R
1.3	labour prices to apply for overtime working hours on Sundays and public holidays.				
1.3.1	SUPERVISOR	/ call	1		R
1.3.2	ELECTRICAL TECHNICIAN / TEST TECHNICIAN	/ call	1		R
1.3.3	ELECTRICIAN	/ call	1		R
1.3.4	LINESMAN - SPECIFICALLY TRAINED	/ call	1		R
1.3.5	POLE PLANTER / DRIVER	/ call	1		R
1.3.6	CABLE JOINTER - SPECIFICALLY TRAINED	/ call	1		R
1.3.7	CABLE LAYER - SPECIFICALLY TRAINED	/ call	1		R
1.3.8	SKILLED LABOUR / ELECTRICAL ASSISTANT	/ call	1		R
					R
1.4	<b>SITE VISIT ASSESSMENT</b> Check scope, take-off,	per task order	1		R

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1.6</b>	<b>TRANSPORT</b>				
1.6.1	transport prices to apply for a days work				
1.6.1.1	VEHICLE UP TO 1 TON	/ HR	1		R
1.6.1.2	VEHICLE UP TO 3 TON	/HR	1		R
1.6.1.3	VEHICLE UP TO 8 TON WITH CRANE TO SUIT	/HR	1		R
1.6.1.4	VEHICLE UP TO 10 TON WITH CRANE TO SUIT	/HR	1		R
1.6.1.5	VEHICLE UP TO 20 TON WITH CRANE TO SUIT	/HR	1		R
1.6.1.6	CHERRY-PICKER	/HR	1		R
1.6.1.7	LONG WHEEL BASE 4X4 VEHICLE	/HR	1		R
1.6.1.8	COMPRESSOR AND ITS ASSOCIATED EQUIPMENT	/HR	1		R
1.6.1.9	WATER PUMP	/HR	1		R
1.6.1.10	SAW CUTTING TARRED SURFACE	per day	1		R
TOTAL					R

## 2. EXCAVATIONS

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>2</b>	<b>EXCAVATIONS</b>				
<b>2.1</b>	<b>UNDERGROUND MAIN - UGM - MV CABLES</b>				
<b>2.1.1</b>	<b>trenching and backfilling in hard rock – compressor</b>				
2.1.1.1	600MM WIDE X 1000MM DEEP	M			R
<b>2.2</b>	<b>UNDERGROUND MAIN - UGM - MV CABLES</b>				
<b>2.2.1</b>	<b>trenching and backfilling in normal soil</b>				
2.2.1.1	600MM WIDE X 1000MM DEEP	M			R
<b>2.3</b>	<b>UNDERGROUND MAIN - UGM - LV CABLES</b>				
<b>2.3.1</b>	<b>trenching and backfilling in hard rock - compressor</b>				
2.3.1.1	300MM WIDE X 600MM DEEP	M			R
<b>2.4</b>	<b>UNDERGROUND MAIN - UGM - LV CABLES</b>				
<b>2.4.1</b>	<b>trenching and backfilling in normal soil</b>				
2.4.1.1	300MM WIDE X 600MM DEEP	M			R
<b>2.5</b>	<b>NON STANDARD EXCAVATION</b>				
2.5.1	EXCAVATION IN NORMAL SOIL CONDITIONS	M <sup>3</sup>			R
2.5.2	EXCAVATION IN HARD ROCK	M <sup>3</sup>			R
2.5.3	SUPPLY OF BEDDING SAND	M <sup>3</sup>			R
<b>2.6</b>	<b>EXCAVATION FOR POLES</b>				

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.6.1	DEPTH: 1,3 TO 1,5M PICK ABLE (SOIL)	each			R
2.6.2	PICK ABLE (ROCK)	each			R
2.6.3	COMPRESSOR ROCK (Inc. Invoice of Comp,	per/hole			R
2.6.4	COMPRESSOR ROCK (Inc. Invoice of Comp,	each			R
2.6.5	DEPTH:1,8 TO 2,0M PICK ABLE (SOIL) - Shoring	each			R
2.6.6	PICK ABLE (ROCK) – Shoring	each			R
2.6.7	COMPRESSOR ROCK (Inc. Invoice of Comp,	per/hole			R
2.6.8	DEPTH: 2,0M - 2.5M PICK ABLE ROCK	each			R
2.6.9	COMPRESSOR ROCK (Inc. Invoice of Comp,	per/hole			R
2.6.10	STAY HOLE PICK ABLE (SOIL)	each			R
2.6.11	STAY HOLE PICK ABLE (ROCK)	each			R
2.6.12	STAY HOLE - COMPRESSOR ROCK	per/hole			R
TOTAL					R

### 3. UNDERGROUND MAINS

	DESCRIPTION	UNIT	QTY	LABOUR RATE	UNIT	SUPPLY RATE
<b>3</b>	<b>UNDERGROUND CABLES</b>					
<b>3.1</b>	<b>CABLE LAYING</b>					
<b>3.1.1</b>						
3.1.1.1	10MM SPLIT CONCENTRIC ( AIRDAC )	EA			EA	
3.1.1.2	16MM SPLIT CONCENTRIC ( AIRDAC )	EA			EA	
3.1.1.3	4MM STRANDED CU 2 CORE PVC	EA			EA	
3.1.1.4	16MM STRANDED CU 4CORE PVC	EA			EA	
3.1.1.5	35MM COPPER 4CORE PVC	EA			EA	
3.1.1.6	50MM COPPER 4CORE PVC	EA			EA	
3.1.1.7	70MM COPPER 4CORE PVC	EA			EA	
3.1.1.8	95MM COPPER 4CORE PVC	EA			EA	
3.1.1.9	95MM SOLID AL 3CORE CNE PVC	EA			EA	
3.1.1.10	120MM COPPER 4CORE PVC	EA			EA	
3.1.1.11	150MM COPPER 4CORE PVC	EA			EA	
3.1.1.12	185MM STRANDED CU 4CORE PVC	EA			EA	
<b>3.1.2</b>	<b>LAYING OF MV CABLES ON OPEN TRENCHES AND BACK FILL, THROUGH DUCTS</b>					
3.1.2.1	25MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	

	DESCRIPTION	UNIT	QTY	LABOUR RATE	UNIT	SUPPLY RATE
3.1.2.2	35MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.1.2.3	50MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.1.2.4	70MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.1.2.5	95MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.1.2.6	120MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.1.2.7	150MM PAPER / ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.1.2.8	185MM PAPER / ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.1.2.9	300MM PAPER / ANTI - ELECTROLYSIS / XLPE	EA			EA	
<b>3.2</b>	<b>TERMINATIONS</b>					
<b>3.2.1</b>	<b>TERMINATIONS OF LV CABLES</b>					
3.2.1.1	10MM SPLIT CONCENTRIC ( AIRDAC )	EA			EA	
3.2.1.2	16MM SPLIT CONCENTRIC ( AIRDAC )	EA			EA	
3.2.1.3	4MM STRANDED CU 2 CORE PVC	EA			EA	
3.2.1.4	16MM STRANDED CU 4CORE PVC	EA			EA	
3.2.1.5	35MM COPPER 4CORE PVC	EA			EA	
3.2.1.6	50MM COPPER 4CORE PVC	EA			EA	
3.2.1.7	70MM COPPER 4CORE PVC	EA			EA	
3.2.1.8	95MM COPPER 4CORE PVC	EA			EA	
3.2.1.9	95MM SOLID AL 3CORE CNE PVC	EA			EA	
3.2.1.10	120MM COPPER 4CORE PVC	EA			EA	
3.2.1.11	150MM COPPER 4CORE PVC	EA			EA	
3.2.1.12	185MM STRANDED CU 4CORE PVC	EA			EA	
<b>3.2.3</b>	<b>TERMINATION OF MV CABLES</b>					
3.2.3.1	25MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.2.3.2	35MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.2.3.3	50MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.2.3.4	70MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.2.3.5	95MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.2.3.6	120MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.2.3.7	150MM PAPER / ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.2.3.8	185MM PAPER / ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.2.3.9	300MM PAPER / ANTI - ELECTROLYSIS / XLPE	EA			EA	
<b>3.2.4</b>	<b>TERMINATION OF HV CABLES</b>					
3.2.4.1	1000MM XLPE	EA				

	DESCRIPTION	UNIT	QTY	LABOUR RATE	UNIT	SUPPLY RATE
3.3	JOINTING					
3.3.1	JOINTING OF LV CABLES					
3.3.1.1	10MM SPLIT CONCENTRIC ( AIRDAC )	EA			EA	
3.3.1.2	16MM SPLIT CONCENTRIC ( AIRDAC )	EA			EA	
3.3.1.3	4MM STRANDED CU 2 CORE PVC	EA			EA	
3.3.1.4	16MM STRANDED CU 4CORE PVC	EA			EA	
3.3.1.5	35MM COPPER 4CORE PVC	EA			EA	
3.3.1.6	50MM COPPER 4CORE PVC	EA			EA	
3.3.1.7	70MM COPPER 4CORE PVC	EA			EA	
3.3.1.8	95MM COPPER 4CORE PVC	EA			EA	
3.3.1.9	95MM SOLID AL 3CORE CNE PVC	EA			EA	
3.3.1.10	120MM COPPER 4CORE PVC	EA			EA	
3.3.1.11	150MM COPPER 4CORE PVC	EA			EA	
3.3.1.12	185MM STRANDED CU 4CORE PVC	EA			EA	
3.3.2	JOINTING OF MV CABLES	EA			EA	
3.3.2.1	25MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.3.2.2	35MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.3.2.3	50MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.3.2.4	70MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.3.2.5	95MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.3.2.6	120MM PAPER /ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.3.2.7	150MM PAPER / ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.3.2.8	185MM PAPER / ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.3.2.9	300MM PAPER / ANTI - ELECTROLYSIS / XLPE	EA			EA	
3.3.3	JOINTING OF HV CABLES					
3.3.1	1000MM XLPE	EA				
3.4	SUNDRY ITEMS					
3.4.1	Reclamation of cables to stores					
3.4.1.1	LV CABLES	EA				
3.4.1.2	MV CABLES	EA				
3.4.1.3	HV CABLES	EA				

	DESCRIPTION	UNIT	QTY	LABOUR RATE	UNIT	SUPPLY RATE
<b>3.4.2</b>	<b>Crimping Lugs manufactured SANS compliant</b>					
3.4.2.1	6mm <sup>2</sup> x 6mm <sup>2</sup>				EA	
3.4.2.2	6mm <sup>2</sup> x 8mm <sup>2</sup>				EA	
3.4.2.3	6mm <sup>2</sup> x 10mm <sup>2</sup>				EA	
3.4.2.4	10mm <sup>2</sup> x 8mm <sup>2</sup>				EA	
3.4.2.5	10mm <sup>2</sup> x 10mm <sup>2</sup>				EA	
3.4.2.6	16mm <sup>2</sup> x 8mm <sup>2</sup>				EA	
3.4.2.7	16mm <sup>2</sup> x 10mm <sup>2</sup>				EA	
3.4.2.8	16mm <sup>2</sup> x 12mm <sup>2</sup>				EA	
3.4.2.9	16mm <sup>2</sup> x 16mm <sup>2</sup>				EA	
3.4.2.10	25mm <sup>2</sup> x 8mm <sup>2</sup>				EA	
3.4.2.11	25mm <sup>2</sup> x 10mm <sup>2</sup>				EA	
3.4.2.12	25mm <sup>2</sup> x 12mm <sup>2</sup>				EA	
3.4.2.13	25mm <sup>2</sup> x 16mm <sup>2</sup>				EA	
3.4.2.14	35mm <sup>2</sup> x 10mm <sup>2</sup>				EA	
3.4.2.15	35mm <sup>2</sup> x 12mm <sup>2</sup>				EA	
3.4.2.16	35mm <sup>2</sup> x 16mm <sup>2</sup>				EA	
3.4.2.17	50mm <sup>2</sup> x 10mm <sup>2</sup>				EA	
3.4.2.18	50mm <sup>2</sup> x 12mm <sup>2</sup>				EA	
3.4.2.19	50mm <sup>2</sup> x 16mm <sup>2</sup>				EA	
3.4.2.20	70mm <sup>2</sup> x 10mm <sup>2</sup>				EA	
3.4.2.21	70mm <sup>2</sup> x 12mm <sup>2</sup>				EA	
3.4.2.22	70mm <sup>2</sup> x 16mm <sup>2</sup>				EA	
3.4.2.23	70mm <sup>2</sup> x 20mm <sup>2</sup>				EA	
3.4.2.24	95mm <sup>2</sup> x 10mm <sup>2</sup>				EA	
3.4.2.25	95mm <sup>2</sup> x 12mm <sup>2</sup>				EA	
3.4.2.26	95mm <sup>2</sup> x 16mm <sup>2</sup>				EA	
3.4.2.27	95mm <sup>2</sup> x 20mm <sup>2</sup>				EA	
3.4.2.28	120mm <sup>2</sup> x 12mm <sup>2</sup>				EA	
3.4.2.29	120mm <sup>2</sup> x 16mm <sup>2</sup>				EA	
3.4.2.30	120mm <sup>2</sup> x 20mm <sup>2</sup>				EA	
3.4.2.31	150mm <sup>2</sup> x 12mm <sup>2</sup>				EA	
3.4.2.32	150mm <sup>2</sup> x 16mm <sup>2</sup>				EA	
3.4.2.33	150mm <sup>2</sup> x 20mm <sup>2</sup>				EA	
3.4.2.34	185mm <sup>2</sup> x 12mm <sup>2</sup>				EA	
3.4.2.35	185mm <sup>2</sup> x 16mm <sup>2</sup>				EA	
3.4.2.36	185mm <sup>2</sup> x 20mm <sup>2</sup>				EA	

	DESCRIPTION	UNIT	QTY	LABOUR RATE	UNIT	SUPPLY RATE
3.4.2.37	240mm <sup>2</sup> x 12mm <sup>2</sup>				EA	
<b>3.4.3</b>	<b>SCOTCH INSULATION TAPE</b>				EA	
3.4.3.1	Black				EA	
3.4.3.2	Red				EA	
3.4.3.3	White				EA	
3.4.3.4	Blue				EA	
3.4.3.5	Green				EA	
3.4.3.6	Yellow				EA	
<b>3.4.4</b>	<b>FERRULES COPPER SANS COMPLIANT</b>					
3.4.4.1	2.5mm <sup>2</sup>				EA	
3.4.4.2	4.0mm <sup>2</sup>				EA	
3.4.4.3	6.0mm <sup>2</sup>				EA	
3.4.4.4	10mm <sup>2</sup>				EA	
3.4.4.5	16mm <sup>2</sup>				EA	
3.4.4.6	25mm <sup>2</sup>				EA	
3.4.4.7	35mm <sup>2</sup>				EA	
3.4.4.8	50mm <sup>2</sup>				EA	
3.4.4.9	70mm <sup>2</sup>				EA	
3.4.4.10	95mm <sup>2</sup>				EA	
3.4.4.11	120mm <sup>2</sup>				EA	
3.4.4.12	150mm <sup>2</sup>				EA	
3.4.4.13	185mm <sup>2</sup>				EA	
3.4.4.14	240mm <sup>2</sup>				EA	
3.4.5	BICC PUTTY				KG	
<b>3.4.6</b>	<b>CABLE TIES BLACK ONLY</b>					
3.4.6.1	290 x 3.5mm <sup>2</sup>				PKT	
3.4.6.2	365 x 4.0mm <sup>2</sup>				PKT	
3.4.6.3	300 x 4.6mm <sup>2</sup>				PKT	
3.4.6.4	390 x 4.6mm <sup>2</sup>				PKT	
3.4.6.5	445 x 4.6mm <sup>2</sup>				PKT	
3.4.6.6	460 x 7.6mm <sup>2</sup>				PKT	



	DESCRIPTION	UNIT	QTY	LABOUR RATE	UNIT	SUPPLY RATE
TOTAL						R

#### 4. MINISUBS, RMU'S AND KIOSKS

ITEM	DESCRIPTION	UNIT	QTY	LABOUR RATE	UNIT	SUPPLY RATE
<b>4</b>	<b>GROUND MOUNT EQUIPMENT - minisubs, kiosks</b>					
<b>4.1</b>	<b>EQUIPMENT PLINTHS</b>					
4.1.1	11/22kV UNIVERSAL TYPE A MINI-SUBSTATION PLINTH (CAST ON SITE)	EA			EA	
4.1.2	11/22kV UNIVERSAL TYPE A MINI-SUBSTATION PLINTH (PRE-CAST)	EA			EA	
4.1.3	11/22kV 1MVA TYPE 'A' MINI-SUBSTATION PLINTH DETAILS (CAST ON SITE)	EA			EA	
4.1.4	11/22kV 1MVA TYPE 'A' MINI-SUBSTATION PLINTH DETAILS (PRE-CAST)	EA			EA	
4.1.5	11/22kV 1MVA TYPE 'A' MINI-SUBSTATION PLINTH DETAILS (CAST ON SITE)	EA			EA	
4.1.6	TYPE 'B' MINI-SUBSTATION WITH CABLE FRONT OR SIDE ENTRY R.M.U. PLINTH DETAILS (CAST ON SITE)	EA			EA	
4.1.7	RMU PLINTH FOR 3-4 WAY PLAN AND SECTION (CAST ON SITE)	EA			EA	
4.1.8	RMU PLINTH FOR 5-8 WAY WAY PLAN AND SECTION (CAST ON SITE)	EA			EA	
4.1.9	TRANSFORMER PLINTH FOR 100 - 1000kVA TRFRS PLAN AND SECTION (CAST ON SITE)	EA			EA	
4.1.10	TRANSFORMER PLINTH FOR 100 - 1000kVA TRFRS PLAN AND SECTION (PRE-CAST)	EA			EA	
<b>4.2</b>	<b>KIOSKS</b>					
4.2.1	KIOSK GROUND MOUNTED (2-6 WAY) excl cable	EA			EA	
4.2.2	KIOSK GROUND MOUNTED (8 WAY) excl. cable	EA			EA	
4.2.3	KIOSK GROUND MOUNTED (10-16 WAY) exc. Cable	EA			EA	
4.2.4	KIOSK GROUND MOUNTED (24 WAY) exc. Cable	EA			EA	
<b>4.3</b>	<b>INSTALLATION OF CIRCUIT BREAKERS</b>					
<b>4.3.1</b>	10A SINGLE PHASE	EA			EA	
<b>4.3.2</b>	63A SINGLE PHASE	EA			EA	
<b>4.3.3</b>	80A SINGLE PHASE	EA			EA	
<b>4.3.4</b>	100A SINGLE PHASE	EA			EA	
<b>4.3.5</b>	100A THREE PHASE	EA			EA	

ITEM	DESCRIPTION	UNIT	QTY	LABOUR RATE	UNIT	SUPPLY RATE
4.3.6	125A THREE PHASE	EA			EA	
4.3.7	150A THREE PHASE	EA			EA	
4.3.8	150A THREE PHASE	EA			EA	
4.3.9	200A THREE PHASE	EA			EA	
4.3.10	300A THREE PHASE	EA			EA	
4.3.11	400A THREE PHASE	EA			EA	
4.3.12	800A THREE PHASE	EA			EA	
4.4	<b>MINISUBSTSTION</b>					
4.4.1	INSTALLATION OF 315KVA MINI-SUBSTATION WITH CABLE FRONT OR SIDE ENTRY R.M.U.	EA			EA	
4.4.2	INSTALLATION OF 500KVA MINI-SUBSTATION WITH CABLE FRONT OR SIDE ENTRY R.M.U.	EA			EA	
4.4.3	INSTALLATION OF 630KVA MINI-SUBSTATION WITH CABLE FRONT OR SIDE ENTRY R.M.U.	EA			EA	
4.4.4	INSTALLATION OF 800KVA MINI-SUBSTATION WITH CABLE FRONT OR SIDE ENTRY R.M.U.	EA			EA	
4.4.5	INSTALLATION OF 1000KVA MINI-SUBSTATION WITH CABLE FRONT OR SIDE ENTRY R.M.U.	EA				
4.5	<b>GROUND MOUNT TRANSFORMERS</b>					
4.5.1	INSTALLATION OF 100kVA TRF AS PER APPROVE STANDARD	EA			EA	
4.5.2	INSTALLATION OF 200kVA TRF AS PER APPROVE STANDARD	EA			EA	
4.5.3	INSTALLATION OF 500kVA TRF AS PER APPROVE STANDARD	EA			EA	
4.5.4	INSTALLATION OF 630kVA TRF AS PER APPROVE STANDARD	EA			EA	
4.5.5	INSTALLATION OF 800kVA TRF AS PER APPROVE STANDARD	EA			EA	
4.5.6	INSTALLATION OF 1000kVA TRF AS PER APPROVE STANDARD	EA			EA	
4.6	<b>MV SWTCHGEAR AND SUBSTATIONS</b>					
4.6.1	<b>RING MAIN UNITS</b>					
4.6.1.1	3-WAY OIL INSULATED RMU	EA			EA	
4.6.1.2	3-WAY SF6 INSULATED RMU	EA			EA	
4.6.1.3	6-WAY SF6 INSULATED RMU	EA			EA	
4.7	<b>MV SUBSTATIONS</b>					
4.7.1	INSTALLATION OF MV PANEL WITH C/B	EA			EA	
4.7.2	SERVICING OF MV PANEL	EA			EA	
4.7.3	REPLACE MV PANEL	EA			EA	

ITEM	DESCRIPTION	UNIT	QTY	LABOUR RATE	UNIT	SUPPLY RATE
4.7.4	SERVICING OF MV OIL CIRCUIT BREAKER	EA			EA	
4.7.5	SERVICING OF MV SF6 CIRCUIT BREAKER	EA			EA	
4.7.6	REPLACE MV OIL CIRCUIT BREAKER	EA			EA	
4.7.7	REPLACE MV SF6 CIRCUIT BREAKER	EA			EA	
4.7.8	INSTALLATION OF MV BUSBAR ON TWO ADJACENT PANELS	per phase			EA	
4.7.9	INSTALLATION OF BATTERY CHARGERS	EA			EA	
4.7.10	INSTALLATION OF VT	EA			EA	
4.7.11	INSTALLATION OF CT	EA			EA	
<b>4.8</b>	<b>SUNDRY ITEMS</b>					
4.8.1	<b>CURRENT FUSE LINKS FOR USE IN OIL SWITCHGEAR , VOLTAGE RATING SUITABLE FOR 11000V</b>					
4.8.1.1	20 Amp				EA	
4.8.1.2	25 Amp				EA	
4.8.1.3	30 Amp				EA	
4.8.1.4	35 Amp				EA	
4.8.1.5	40 Amp				EA	
4.8.1.6	45 Amp				EA	
4.8.1.7	50 Amp				EA	
4.8.1.8	60 Amp				EA	
4.8.1.9	70 Amp				EA	
4.8.1.10	80 Amp				EA	
4.8.1.11	100 Amp				EA	
4.8.1.12	120 Amp				EA	
4.9	Transformer Oil				Drum	
4.10	Weed Killer				kg	
TOTAL						R

## 5. OVERHEAD MAINS

ITEM	DESCRIPTION	UNIT	QTY	LABOUR RATE	QTY	SUPPLY RATE
<b>5</b>	<b>OVERHEAD MAINS AND EQUIPMENT</b>					
<b>5.1</b>	<b>PLANTING OF POLES IN NORMAL SOIL</b>					
5.1.1	WOODEN - 5.0M	EA			EA	
5.1.2	WOODEN - 6.0M	EA			EA	
5.1.3	WOODEN - 7.0M	EA			EA	
5.1.4	WOODEN - 9.0M	EA			EA	
5.1.5	WOODEN - 10.0M	EA			EA	
5.1.6	WOODEN - 11.0M	EA			EA	
5.1.7	WOODEN - 12.0M	EA			EA	
5.1.8	WOODEN - 14,0 M	EA			EA	
5.1.9	CONCRETE PRESTRESSED - 9M - 4KN	EA			m <sup>3</sup>	
5.1.10	CONCRETE - PRESTRESSED - 9M - 7KN	EA			m <sup>3</sup>	
5.1.11	CONCRETE PRESTRESSED - 9M - 17.5KN	EA			m <sup>3</sup>	
5.1.12	CONCRETE PRESTRESSED - 10M - 8KN	EA			m <sup>3</sup>	
5.1.13	CONCRETE PRESTRESSD - 11M - 8KN	EA			m <sup>3</sup>	
<b>5.2</b>	<b>PLANTING OF POLES IN HARD ROCK CONDITIONS</b>					
5.2.1	WOODEN - 5.0M	EA			EA	
5.2.2	WOODEN - 6.0M	EA			EA	
5.2.3	WOODEN - 7.0M	EA			EA	
5.2.4	WOODEN - 9.0M	EA			EA	
5.2.5	WOODEN - 10.0M	EA			EA	
5.2.6	WOODEN - 11.0M	EA			EA	
5.2.7	WOODEN - 12.0M	EA			EA	
5.2.8	WOODEN - 14,0 M	EA			EA	
5.2.9	CONCRETE PRESTRESSED - 9M - 4KN	EA			m <sup>3</sup>	
5.2.10	CONCRETE - PRESTRESSED - 9M - 7KN	EA			m <sup>3</sup>	
5.2.11	CONCRETE PRESTRESSED - 9M - 17.5KN	EA			m <sup>3</sup>	
5.2.12	CONCRETE PRESTRESSED - 10M - 8KN	EA			m <sup>3</sup>	
5.2.13	CONCRETE PRESTRESSD - 11M - 8KN	EA			m <sup>3</sup>	
<b>5.3</b>	<b>PLANTING OF STAY ROD IN NORMAL SOIL</b>					
5.3.1	STAY ROD	EA			EA	
<b>5.4</b>	<b>ERECTION OF STAYS</b>					
5.4.1	STAYS	EA			EA	
<b>5.5</b>	<b>ERECTION OF STRUT POLES IN NORMAL SOIL</b>					

ITEM	DESCRIPTION	UNIT	QTY	LABOUR RATE	QTY	SUPPLY RATE
5.5.1	STRUTS OF WOODEN POLES INCLUDING ANTI CLIMBING DEVICES	EA			EA	
5.5.2	STRUTS OF CONCRETE POLES INCLUDING ANTI CLIMBING DEVICES	EA			EA	
5.6	<b>ERECT H-POLES (VEHICLE ACCESSIBLE)</b>					
5.6.1	11 METER STRUCTURE	EA			EA	
5.6.2	12 METER STRUCTURE	EA			EA	
5.7	<b>ERECT H-POLES (VEHICLE INACCESSIBLE)</b>					
5.7.1	11 METER STRUCTURE	EA			EA	
5.7.2	12 METER STRUCTURE	EA			EA	
5.8	<b>STRINGING &amp; TENSIONING (MV AND LV)</b>					
5.8.1	BARE CONDUCTOR - HARE,FOX	p/ meter			M	
5.8.2	ABC 35MM	p/ meter			M	
5.8.3	ABC 70MM	p/ meter			M	
5.8.4	ABC 70MM	p/ meter			M	
5.8.5	ADDITIONAL Crimping per lug / T-joint / Non-Tension	EA			EA	
5.9	<b>SUNDRY ITEMS</b>					
5.9.1	RENTENSIONING OF CONDUCTOR	per insulator				
5.9.2	LOOSENING OF CONDUCTOR	per insulator				
5.9.3	STRAIN - TENSIONING AND REGULATING, only	per structure				
5.9.4	Binding In of Conductor/phase/Suspension	per insulator				
5.9.5	Bandit strapping stainless steel box coils 9.4mm and buckles	per structure			EA	
5.9.6	Bandit strapping stainless steel box coils 12.0mm and buckles	per structure			EA	
5.9.7	Anti Climbing device				EA	
5.10	<b>SUNDRIES AS PER FDP</b>					
5.10.1	FIT BIRD FLAPPERS / DIVERTERS	EACH			EA	
5.10.2	AVIATION SPHERES	EACH			EA	
5.10.3	VIBRATION DAMPER	EACH			EA	

ITEM	DESCRIPTION	UNIT	QTY	LABOUR RATE	QTY	SUPPLY RATE
5.10.4	POLE RE-NUMBERING	EACH			EA	
5.10.5	STRAPPING (Buckle Strapp)	EACH			EA	
5.10.6	LINE LINKS ON WOODEN POLES	EACH			EA	
5.10.7	SURGE ARRESTORS ON WOODEN POLES	EACH			EA	
<b>5.11</b>	<b>OVERHEAD NEW INSTALLATIONS</b>					
5.11.1	INSTALLATION POLE TOP BOX ONLY (REFER TO D-DT 0363)	EACH			EA	
5.11.2	LV-STAY ASSEMBLY (LV - 35kN) WOOD OR CONCRETE POLES	EACH			EA	
5.11.3	MV-STAY ASSEMBLY (MV - 97kN) WOOD POLES	EACH			EA	
5.11.4	MV-STAY ASSEMBLY (MV - 97kN) WOOD OR CONCRETE POLES	EACH			EA	
5.11.5	LV/MV - STRUT ASSEMBLY FLAT 45 DEG. BRACKET FOR 9m WOOD POLES ( not for MV Line)	EACH			EA	
5.11.6	LV/MV - OVERHEAD FLYING STAY ARRANGEMENT	EACH			EA	
5.11.7	MV-STRUT ASSEMBLY - SWIVEL BRACKET - 11m & 12m POLES	EACH			EA	
5.11.8	EARTHING - TRANSFORMER SINGLE POLE MOUNTING (ELECTRODE AT TRANSFORMER) Standard	EACH			EA	
5.11.9	earth for P=300 (30 ohm) (Excluding the excavations) for additional earthing as per Proj. Eng instruction (MV and LV)	EACH			EA	
5.11.10	LV OUTDOOR CABLE TERMINATION TO ABC LINE (UNFUSED) $\leq 25\text{mm}^2$ 2 CORE, 3 CORE AND 4 CORE INTERMEDIATE STRUCTURE	EACH			EA	
5.11.11	LV OUTDOOR CABLE TERMINATION TO ABC LINE (UNFUSED) $\leq 35\text{mm}^2$ 2 CORE, 35-70mm <sup>2</sup> 3 CORE AND 35-50mm <sup>2</sup> 4 CORE INTERMEDIATE STRUCTURE AND 35-50MM AND 35-50mm <sup>2</sup> 4 CORE INTERMEDIATE STRUCTURE	EACH			EA	
5.11.12	LV OUTDOOR CABLE TERMINATION TO ABC LINE (UNFUSED) 70mm <sup>2</sup> 4 CORE INTERMEDIATE STRUCTURE	EACH			EA	
5.11.13	LV OUTDOOR CABLE TERMINATION TO ABC LINE (UNFUSED) $\leq 25\text{mm}^2$ 2 CORE, 3 CORE AND 4 CORE TERMINAL STRUCTURE	EACH			EA	
5.11.14	LV OUTDOOR CABLE TERMINATION TO ABC LINE (UNFUSED) 35mm <sup>2</sup> 2 CORE, 35-70mm <sup>2</sup> 3 CORE AND 35-50mm <sup>2</sup> 4 CORE TERMINAL	EACH			EA	

ITEM	DESCRIPTION	UNIT	QTY	LABOUR RATE	QTY	SUPPLY RATE
	STRUCTURE					
5.11.15	LV OUTDOOR CABLE TERMINATION TO OPEN WIRE LINE (UNFUSED) $\leq 25\text{mm}^2$ 2 CORE, 3 CORE AND 4 CORE INTERMEDIATE OR TERMINAL STRUCTURE	EACH			EA	
5.11.16	LV OUTDOOR CABLE TERMINATION TO OPEN WIRE LINE (UNFUSED) $35\text{mm}^2$ 2 CORE, $35\text{-}70\text{mm}^2$ 3 CORE AND $35\text{-}50\text{mm}^2$ 4 CORE INTERMEDIATE OR TERMINAL STRUCTURE	EACH			EA	
5.11.17	LV OUTDOOR CABLE TERMINATION TO OPEN WIRE LINE (UNFUSED) $70\text{-}185\text{mm}^2$ 4 CORE INTERMEDIATE OR TERMINAL STRUCTURE	EACH			EA	
5.11.18	LV OUTDOOR CABLE TERMINATION TO TRANSFORMER (UNFUSED) $\leq 35\text{mm}^2$ 2 CORE, $\leq 70\text{mm}^2$ 3 CORE, $\leq 50\text{mm}^2$ 4 CORE	EACH			EA	
5.11.19	LV OUTDOOR CABLE TERMINATION TO TRANSFORMER (UNFUSED) 1 x $70\text{mm}^2$ - $185\text{mm}^2$ 4 CORE	EACH			EA	
5.11.20	LV OUTDOOR CABLE TERMINATION TO TRANSFORMER (UNFUSED) 2 x $70\text{mm}^2$ 4 CORE OR 2 - 3 x $150\text{mm}^2$ 4 CORE	EACH			EA	
5.11.21	LV OUTDOOR CABLE TERMINATION TO ABC LINE (FUSED) $\leq 25\text{mm}^2$ 2 CORE, 3 CORE AND 4 CORE INTERMEDIATE STRUCTURE	EACH			EA	
5.11.22	LV OUTDOOR CABLE TERMINATION TO ABC LINE (FUSED) $35\text{mm}^2$ 2 CORE, $35\text{-}70\text{mm}^2$ 3 CORE AND $35\text{-}50\text{mm}^2$ 4 CORE INTERMEDIATE STRUCTURE	EACH			EA	
5.11.23	LV OUTDOOR CABLE TERMINATION TO ABC LINE (FUSED) $70\text{mm}^2$ 4 CORE INTERMEDIATE STRUCTURE	EACH			EA	
5.11.24	LV OUTDOOR CABLE TERMINATION TO OPEN WIRE LINE (FUSED) $\leq 25\text{mm}^2$ 2 CORE, 3 CORE AND 4 CORE INTERMEDIATE OR TERMINAL STRUCTURE	EACH			EA	
5.11.25	LV OUTDOOR CABLE TERMINATION TO OPEN WIRE LINE (FUSED) $\leq 35\text{mm}^2$ 2 CORE, $35\text{-}70\text{mm}^2$ 3 CORE AND $35\text{-}50\text{mm}^2$ 4 CORE INTERMEDIATE OR TERMINAL STRUCTURE	EACH			EA	
5.11.26	LV OUTDOOR CABLE TERMINATION TO OPEN WIRE LINE (FUSED) $\leq 35\text{mm}^2$ 2 CORE, $35\text{-}70\text{mm}^2$ 3 CORE AND $35\text{-}50\text{mm}^2$ 4 CORE INTERMEDIATE OR TERMINAL STRUCTURE	EACH			EA	
5.11.27	LV OUTDOOR CABLE TERMINATION TO OPEN WIRE LINE (FUSED) $70\text{mm}^2$ 4 CORE INTERMEDIATE OR TERMINAL STRUCTURE	EACH			EA	
5.11.28	LV OUTDOOR CABLE TERMINATION TO OPEN WIRE LINE (FUSED) $70\text{-}185\text{mm}^2$ 4 CORE INTERMEDIATE OR TERMINAL	EACH			EA	

ITEM	DESCRIPTION	UNIT	QTY	LABOUR RATE	QTY	SUPPLY RATE
	STRUCTURE					
5.11.29	LV OUTDOOR CABLE TERMINATION TO TRANSFORMER (FUSED) $\leq 35\text{mm}^2$ 2 CORE, $\leq 70\text{mm}^2$ 3 CORE AND $\leq 50\text{mm}^2$ 4 CORE	EACH			EA	
5.11.30	LV OUTDOOR CABLE TERMINATION TO TRANSFORMER (FUSED) $1 \times 70\text{mm}^2$ 4 CORE	EACH			EA	
5.11.31	LV DISTRIBUTION KIOSK ASSEMBLY STRUCTURE	EACH			EA	
5.11.32	CABLE TERMINATION ONTO OVERHEAD LINE WITH FUSE-CUT-OUT ASSEMBLY GENERAL ARRANGEMENT	EACH			EA	
5.11.33	CABLE TERMINATION ONTO VERTICAL STRAIN TERMINAL WITH FUSE-CUT-OUT ASSEMBLY GENERAL ARRANGEMENT	EACH			EA	
5.11.34	CABLE TERMINATION ONTO EASTERN REGION W.I.S.P. STRUCTURE WITH FUSE-CUT-OUT ASSEMBLY GENERAL ARRANGEMENT	EACH			EA	
5.11.35	CABLE TERMINATION ONTO H-POLE STRUCTURE GENERAL ARRANGEMENT	EACH			EA	
5.11.36	OVERHEAD CABLE SUPPORT BRACKET FOR STATION CLASS S.A.'S	EACH			EA	
5.11.37	OVERHEAD CABLE SUPPORT BRACKET FOR DISTRIBUTION CLASS S.A.'S	EACH			EA	
5.11.38	OVERHEAD H-POLE CABLE SUPPORT BRACKET FOR STATION CLASS S.A.'S	EACH			EA	
5.11.39	OVERHEAD H-POLE CABLE SUPPORT BRACKET FOR DISTRIBUTION CLASS S.A.'S	EACH			EA	
<b>5.12</b>	<b>POLE MOUNTED DISTRIBUTION SWITCHGEAR</b>					
	<b>Installation of equipment as indicated below</b>					
5.12.1	50 KVA (SINGLE POLE)	EACH				
5.12.2	100KVA (SINGLE POLE MOUNTED)	EACH				
5.12.3	100 KVA (PLATFORM MOUNTED)	EACH				
5.12.4	200 KVA(PLATFORM MOUNTED)	EACH				
5.12.5	315 KVA (5 POLE STRUCTURE)	EACH				
5.12.6	400 KVA (5 POLE STRUCTURE)	EACH				
5.12.7	500 KVA (5 POLE STRUCTURE)	EACH				
5.12.8	REPLACE / INSTALL BONDING / BIL	EACH				
5.12.9	REPLACE INSULATORS	EACH				
5.12.10	REPLACE CROSS-ARM INTERMEDIATE	EACH				
5.12.11	REPLACE CROSS-ARM STRAIN	EACH				
5.12.12	LABEL TRANSFORMER	EACH				



ITEM	DESCRIPTION	UNIT	QTY	LABOUR RATE	QTY	SUPPLY RATE
5.12.13	LINK LABLES	EACH				
5.12.14	MOSDOFFER LABLES	EACH				
<b>5.13</b>	<b>STREET LIGHTS</b>					
5.13.1	80W HPMV STREETLIGHT ON 1M DEGREE OUTREACH (STEEL )	EACH				
5.13.2	80W HPMV STREETLIGHT ON 1M 15 DEGREE OUTREACH ( STEEL)	EACH				
5.13.3	250 HPMV STREETLIGHT ON 1M 15 DEGREE OUTREACH ( STEEL )	EACH				
5.13.4	400W HPMV STREETLIGHT ON 1M 15 DEGREE OUTREACH ( STEEL )	EACH				
5.13.5	53W LED STREET LIGHT	EACH				
5.13.6	70W LED STREET LIGHT	EACH				
5.13.7	108W LED STREET LIGHT	EACH				
5.13.8	250W LED STREET LIGHT	EACH				
5.13.9	CONNECTION TO AERAIL BOX	EACH				
5.13.10	CONNECTION TO ABC	EACH				
5.13.11	CONNECTING TO AIRDAC	EACH				
5.13.12	CONNECTION TO LV OHL	EACH				
5.13.13	INSTALL MCB ON POLE	EACH				
5.13.14	REPAIR STREET LIGHT	EACH				
5.13.15	INSTALL STREET LIGHT FUSE	EACH				
5.13.16	INSTALL STREET LIGHT CONTACTOR	EACH				
5.13.17	INSTALL PHASE PHASE RELAY	EACH				
5.13.18	ERECT STREET LIGHT POLE	EACH				
5.13.19	EXCAVATION FOR STREET LIGHT POLE - 2M	EACH				
5.13.20	REPLACE STREELIGHT INSPECTION COVERS	EACH				
<b>5.14</b>	<b>HOUSE CONNECTIONS</b>					
5.14.1	S1 CONNECTION FROM POLE INCLUDING POLE TOP BOX - INTERMEDIATE POLE SUSPENSION REFER TO D-DT 0366 & (20AMP PREPAID METER (excluding Concentric)	EACH			R -	
5.14.2	S1 CONNECTION FROM POLE INCLUDING POLE TOP BOX - KICKER POLE AT HOUSE REFER TO D-DT 0361 & (20AMP PREPAID METER (excluding Concentric)	EACH			R -	

ITEM	DESCRIPTION	UNIT	QTY	LABOUR RATE	QTY	SUPPLY RATE
5.14.3	SERVICE CONNECTION FROM POLE INCLUDING POLE TOP BOX & (20AMP PREPAID METER (excluding Concentric)	EACH			R -	
5.14.4	Installation of ED (60amp pre paid) only (special project)	EACH			R -	
5.14.5	Installation of ECU (20amp pre paid) only (special project)	EACH			R -	
5.14.6	STRINGING OF AIRDEC - 10MM	EACH			R -	
TOTAL						R

## 6. DISTRIBUTION SYSTEMS GENERAL

NO	DESCRIPTION	ADDITIONAL INFORMATION	UNIT	PRICE PER UNIT
<b>6.1</b>	<b>FAST BLOW FUSE ELEMENTS</b>			
6.1.2	15 Amp			
6.1.3	20 Amp			
6.1.4	25 Amp			
6.1.5	30 Amp			
6.1.6	35 Amp			
6.1.7	40 Amp			
6.1.8	45 Amp			
6.1.9	50 Amp			
6.1.10	60 Amp			
6.1.11	70 Amp			
6.1.12	80 Amp			
6.1.13	100 Amp			
<b>6.2</b>	<b>LV FUSE SWITCH UNITS</b>			
	63A Load disconnecting switch similar to MORSDORPHER			
	80A Load disconnecting switch similar to MORSDORPHER			
	100A Load disconnecting switch similar to MORSDORPHER			
	125A Load disconnecting switch similar to MORSDORPHER			
<b>6.3</b>	<b>LV ABC</b>			
	Single Phase ABC 35mm² 2C	D3141		
	Three Phase ABC 70mm² 4C	D3141		
<b>6.4</b>	<b>ABC ASSEMBLY LV STRUCTURES DUAL PHASE</b>			
	ABC Suspension	D-DT-1145		
	ABC Terminal	D-DT-1146		

NO	DESCRIPTION	ADDITIONAL INFORMATION	UNIT	PRICE PER UNIT
	ABC Strain	D-DT-1147		
<b>6.5</b>	<b>ABC ASSEMBLY LV STRUCTURES THREE PHASE</b>			
	ABC Suspension assembly	D-DT-1100		
	ABC Strain Assembly	D-DT-1121		
<b>6.6</b>	<b>PG CLAMPS BI METAL (GOLD)</b>			
	Single Bolt small			
	Single bolt large			
	Double bolt small			
	Double bolt large			
<b>6.7</b>	<b>AERIAL BUNDLE CONNECTORS TYPE IPC</b>			
	25-95mm Main/25 - 95mm Tap Single			
	25-95mm Main/25 - 95mm Tap Double			
	50-185mm Main/6-35mm Tap Single			
	30-150mm Main/30-150mm Tap Single			
	50-240mm Main/50-240mm Tap Double			
<b>6.8</b>	<b>AERIAL BUNDLE CABLE FITTINGS</b>			
	EAS 51-10 insulated neutral assembly (PA1500 + CS-10)			
	EAS 54-14 insulated neutral strain assembly (PS54 + CS-14)			
	PA1500 insulated neutral strain clamp			
	PS54-50-35 insulated neutral suspension clamp			
	PAB1500 bare neutral strain clamp			
	PSB 54-50-35 bare neutral suspension clamp			
<b>6.9</b>	<b>PIGTAIL SCREWS</b>			
	M10 x 150mm			
<b>6.10</b>	<b>THREADED ROD ASSEMBLIES</b>			
	M16 x 350 c/w 2SQ Washers 2 Spring washers & 2 Nuts			
	M20 x 350 c/w 2SQ Curved Washers, 2 Flat Washers & 2 Spring Washers and 4 Nuts			
<b>6.11</b>	<b>AUTOMATIC LINE SPLICERS FOR ASCR CONDUCTOR</b>			
	7652AP auto line splice range			

NO	DESCRIPTION	ADDITIONAL INFORMATION	UNIT	PRICE PER UNIT
	5.82mm to 8.64mm			
	7654AP auto line splice range 9.27mm to 12.07mm			
	7656AP auto line splice range 11.79mm to 14.86mm			
<b>7</b>	<b>OVERHEAD LINE ACCESSORIES</b>			
	"A" frames standard size 1240 x 1000mm strain			
	"A" frames standard size 1240 x 1000mm intermediates			
	Silicone insulated long rod type 590mm creepage for use on 11kv Clevis & Tongue			
	Porcelain capless line post insulators 11kv EP472 472 4 KN			
	Dead ends for hare conductor			
	Dead ends for FOX conductor			
	Dead ends for squirrel conductor			
	Lock wrap ties for hare conductor			
	Lock wrap ties for FOX conductor			
	Lock wrap ties for squirrel conductor			
	Pole top make off 7 x 3.35mm			
	Stay wire insulators medium size for use on 11/22kv lines SAG522			
	Stay rod adjustable 2.4m x 20mm complete with base plate 450 x 450mm			
	Stay rod for use in rock			
	Galvanised bolt & nuts 20mm x 250mm complete with one flat and one curved washer			
	As above 20 x 350mm			
	As above 20 x 600mm			
	M20 x 50mm spindle for capless line post insulator type EP472 4 KN			
	12kv stand-off insulator			
	Cut out fuses type RTF-11 silicone cut out 11/22 kv 560mm creepage - complete i.e. fuse carrier and holder			
	Cut out fuses type SIL 750-21P silicone cut out 11/22 kv 750mm creepage - complete i.e. fuse carrier and holder			
<b>8</b>	<b>CONDUCTOR MV ACSR</b>			
	FOX	D3136		
	HARE	D3136		
	CHICKADEE	D3136		

NO	DESCRIPTION	ADDITIONAL INFORMATION	UNIT	PRICE PER UNIT
9	<b>MV STRUCTURES</b>			
	3 PHASE - H-POLE / 3,5m WOOD CROSSARM - STRAIN - TERMINAL	D1766		
	XARM,ST STRN MINK+HAR125x75x1700LG D3072	D1809		
	RECLOSER STRUCTURE - GENERAL ARRANGEMENT	D1825		
	CT/VT METERING BULK TARIFF IN LINE (GENERAL ARRANGEMENT)	D1840		
	SECTION / EQUIP. LINKS / DISCON 1.3m STEEL XARM / SINGLE POLE	D1850		
	SECTION / LOAD BREAK SWITCH - G/ LINK STICK OPERATED - 1 POLE MTED. c/w INDICATOR,FAULT PATH PERM BASC C/M D3037	D1857		
	TRFR - 5-100kVA / SINGLE POLE MOUNTED GEN. AR'GEMENT	D1860		
	TRFR 100-200kVA - 2-POLE P/FORM MOUNTED (IN-LINE) GEN AR'GEMENT	D1863		
	3 PHASE - H-POLE / 2 x 4.5m WOOD XARM STRAIN - LARGE (61 - 90 DEG.)	D1873		
	<b>Allow for the following structures and insulator assemblies in accordance with the specifications as shown in the drawings. Include the drilling of holes and treating of such holes, the provision of the U-nails and earthwire in accordance with Eskom specifications. The supply and installation of 15m of 3/3.35x1100MPa steel wire for a GIL for each pole structure as per Eskom specification. Exclude the supply and planting of poles, stays and struts which are measured elsewhere.</b>			
	INTERMEDIATE CAPE A-FRAME HARE PORC 4KN. c/w BIL downwire (3x3.35 staywire) & BIL Gap device (TG001) on Interm Pole 10m	D6022/I		

NO	DESCRIPTION	ADDITIONAL INFORMATION	UNIT	PRICE PER UNIT
	STRAIN W.CAPE A-FRAME HARE ELBROC(INLINE STRAIN)	D6022/0		
	STRAIN (0-60D) W.CAPE A-FRAME HARE ELBROC c/w Vibration damper	D6022/60		
	STRAIN (60-90D)W. CAPE A-FRAME HARE ELBROC c/w Vibration Damper + RX	D6022/90		
	STRAIN W.CAPE A-FRAME HARE ELBROC(TERMINAL)	D6022/T		
<b>9</b>	<b>CABLE GLANDS AND SHROUDS</b>			
9.1	No. 1 gland and shroud			
9.2	No. 2 gland and shroud			
9.3	No. 3 gland and shroud			
9.4	No. 4 gland and shroud			
9.5	No. 5 gland and shroud			
9.6	No. 6 gland and shroud			
9.7	No. 7 gland and shroud			
<b>10</b>	<b>END CONNECTORS AND INSULATING SLEEVES</b>			
10.1	No.2 connector and sleeve			
10.2	No.3 connector and sleeve			
10.3	No. connector and sleeve			
10.4	No.5 connector and sleeve			
10.5	No.6 connector and sleeve			
			<b>TOTAL</b>	R

## **11. SUMMARY**

No	DESCRIPTION	AMOUNT
1	LABOUR RATES AND TRANSPORT	R
2	EXCAVATIONS	R
3	UNDERGROUND CABLES	R
4	GROUND MOUNT EQUIPMENT - minisubs, kiosks	R
5	OVERHEAD MAINS	R
6-10	GENERAL	R
<b>TOTAL</b>		R

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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



**MBD 3.1**  
**PRICING SCHEDULE**  
**(Professional Services)**

Name of Bidder:..... Bid Number: .....

Closing Time: ..... Closing Date .....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.	R .....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class

of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

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

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

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

6. Period required for commencement with project after Acceptance of bid  
.....
7. Estimated man-days for completion of project  
.....
8. Are the rates quoted firm for the full period of contract?  
.....
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.  
.....  
.....  
.....  
.....

DECLARATION OF INTEREST

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

3.1 Full Name:.....

3.2 Identity Number:.....

3.3 Company Registration Number: .....

3.4 Tax Reference Number:.....

3.5 VAT Registration Number:.....

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

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

---

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

(a) a member of –

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

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

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

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

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

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

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

**YES / NO**

3.8.1 If so, furnish particulars.

.....

.....

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

**YES / NO**

3.9.1 If so, furnish particulars

.....

.....

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

**YES / NO**

3.10.1 If so, furnish particulars.

.....

.....

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

**YES / NO**

3.11.1 If so, furnish particulars.

.....

.....

**CERTIFICATION**

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **King Sabata Dalindyebo Municipality** in accordance with the requirements and specifications stipulated in bid number **020/2020-21** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2. ....

DATE : .....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED AT .....ON.....

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

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

#### CERTIFICATION

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

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

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

.....  
**Signature**

.....

**Date**

.....  
**Position**

.....

**Name of Bidder**



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *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:

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

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

# **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**ANNEXURE A.1**  
**PAST EXPERIENCE WITH OTHER INSTITUTIONS**

---

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

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

.....  
**DATE**

.....  
**SIGNATURE OF BIDDER**

**ANNEXURE A.2**  
**PAST EXPERIENCE WITH KING SABATA DALINDYEBO MUNICIPALITY**

---

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

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

.....  
**DATE**

.....  
**SIGNATURE OF BIDDER**

**ANNEXURE B  
COMPANY DETAILS**

---

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

Registered Company Name: .....

.....

Company Registration Number: .....

VAT Number: .....

Bank Name and Branch: .....

Bank Account Number: .....

Professional Registration Details: .....

.....

.....

.....

.....

Professional Indemnity Details: .....

.....

.....

**ANNEXURE C**  
**JOINT VENTURE DISCLOSURE FORM**

---

**GENERAL**

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

**1. JOINT VENTURE PARTICULARS**

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

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

d) Telephone .....

e) Fax .....

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

**2.1(a)** Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax.....

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

.....

**2.2(a)** Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax.....

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

.....

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



**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm .....

Postal Address.....

Physical Address .....

Telephone .....

Fax.....

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

.....

**3.2(a)** Name of Firm .....

Postal Address.....

Physical Address .....

Telephone .....

Fax.....

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

.....

**3.3(a)** Name of Firm .....

Postal Address.....

Physical Address .....

Telephone .....

Fax.....

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

.....

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

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

5. **OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s) .....%
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....%
- c) Affirmable Joint Venture Partner percentages in respect of :

(i) Profit and loss sharing .....

(ii) Initial capital contribution in Rands .....

.....  
.....

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

(iii) Anticipated on-going capital contributions in Rands .....

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

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

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

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

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

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

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

(a) Joint Venture cheque signing

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

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

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

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

.....  
.....

(d) Acquisition of lines of credit

.....  
.....

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

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

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

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

- (a) Supervision of field operations
- .....

- (b) Major purchasing
- .....

- (c) Estimating
- .....

- (d) Technical management
- .....

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

- (a) Identify the “managing partner”, if any,
- .....
- .....
- .....
- .....

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

.....

.....

.....

.....

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

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

## 10. PERSONNEL

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

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

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

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

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

.....

.....

.....

.....

.....

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

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

Signature .....

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

Name .....

Address .....

Telephone .....

Date .....

---

Signature .....

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

Name .....

Address .....

Telephone .....

Date .....

---

Signature .....

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

Name .....

Address .....

Telephone .....

Date .....

---

Signature .....

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

Name .....

Address .....

Telephone .....

Date .....

---

(Continue as necessary)

**ANNEXURE D  
COMPANY COMPOSITION**

---

**GENERAL**

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

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



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

---

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

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

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

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

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

Yes/No

If so, state particulars

---

---

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

Yes/No

If so, state particulars

---

---

---

**SIGNATURE OF DECLARER**

**DATE**

---

**POSITION OF DECLARER**

**NAME OF COMPANY OR BIDDER**

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

---

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

.....  
**SIGNATURE OF DECLARER**

.....  
**DATE**

.....  
**POSITION OF DECLARER**

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

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

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

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

**ANNEXURE G**  
**BID CHECK LIST**

---

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

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

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