OKHAHLAMBA LOCAL MUNICIPALITY

BID NO.: 8/1/1/4/17 – TEC 04/2026

APPOINTMENT OF A CONTRACTOR FOR eMANGWANENI ELECTRICIFCATION FOR 140 CONNECTIONS (INFILLS) IN WARD 3 – PHASE 1

BID DOCUMENT

Issued by:

Okhahlamba Local Municipality

P O Box 29,

Bergville,

KZN,

3370

Contact:

Name: Mr. N. Malinga

Telephone: 036 448 8000

Prepared by

Mekan Engineering Services (PTY) LTD

The Summit House; Derby Down Office Park

2 Derby Place

Westville

3629

Mr Andisiwe Mngcandubana

Tel: 031 945 2414
Cell: 083 633 9303

Name of Bidder: . . . . . .

Bid Amount: . . . . . **(Including VAT)**

Approved by the accounting office:……

Date:…….

	OKHAHLAMBA LOCAL MUNICIPALITY BID NO.: 8/1/1/4/17 – TEC 04/2026
	APPOINTMENT OF A CONTRACTOR FOR eMANGWANENI ELECTRICIFCATION FOR 140 CONNECTIONS (INFILLS) IN WARD 3 – PHASE 1

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Number **Heading**

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THE CONTRACT

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OKHAHLAMBA LOCAL MUNICIPALITY

BID NO.: 8/1/1/4/17 – TEC 04/2026

APPOINTMENT OF A CONTRACTOR FOR eMANGWANENI ELECTRICIFCATION FOR 140 CONNECTIONS (INFILLS) IN WARD 3 – PHASE 1

INVITATION TO BID – PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OKHAHLAMBA LOCAL MUNICIPALITY					
BID NUMBER:	8/1/1/4/17 – TEC 04/2026	CLOSING DATE:	20 NOVEMBER 2026	CLOSING TIME:	12: 00PM
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR eMANGWANENI ELECTRICIFCATION FOR 140 CONNECTIONS (INFILLS) IN WARD 3 – PHASE 1				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

259 KINGSWAY STREET (OPPOSITE TO ASTRON GARAGE)
PO BOX 71
BERGVILLE
3350

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
PREFERENTIAL POINTS (80/20)	***PRICE = 80***	***PREFERENT POINTS = 20***		***TOTAL = 100***	

SPECIFIC CONTRACT PARTICIPATION GOALS	**20**		**TICK FOR CLAIM**
RACE (EQUITY HDI'S)			
DISABILITY/YOUTH			
BLACK PEOPLE WHO ARE WOMEN			
LOCALITY			
TOTAL HDI SCORE			

OKHAHLAMBA LOCAL MUNICIPALITY • UMKHANDLU WENDAWO Home of Heritage and Tourism	**OKHAHLAMBA LOCAL MUNICIPALITY** BID NO.: 8/1/1/4/17 – TEC 04/2026 **APPOINTMENT OF A CONTRACTOR FOR eMANGWANENI ELECTRICIFCATION FOR 140 CONNECTIONS (INFILLS) IN WARD 3 – PHASE 1**

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	FINANCE – SUPPLY CHAIN MANAGEMENT DEPT	CONTACT PERSON	THABANI KHUMALO
CONTACT PERSON	THULILE MAPHALALA	TELEPHONE NUMBER	082 603 4475/083 452 6739
TELEPHONE NUMBER	036 – 448 8056/ 087 086 9209	FACSIMILE NUMBER	036 – 448 1986
FACSIMILE NUMBER	036 – 448 1986	E-MAIL ADDRESS	
E-MAIL ADDRESS	Thulile.Maphalala@okhahlamba.gov.za	Thabani.Khumalo@okhahlamba.gov.za	

OKHAHLAMBA LOCAL MUNICIPALITY • UMKHANDLU WENDAWO Home of Heritage and Tourism	**OKHAHLAMBA LOCAL MUNICIPALITY** BID NO.: 8/1/1/4/17 – TEC 04/2026 **APPOINTMENT OF A CONTRACTOR FOR eMANGWANENI ELECTRICIFCATION FOR 140 CONNECTIONS (INFILLS) IN WARD 3 – PHASE 1**

PART B
Terms and Conditions for Bidding

1. BID SUBMISSION:

1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.

1.2. **All bids must be submitted on the official forms provided–(not to be re-typed) or online**

1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

2.1 Bidders must ensure compliance with their tax obligations.

2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.

2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the **website www.sars.gov.za**.

2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.

2.5 Bidders may also submit a printed TCS certificate together with the bid.

2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.

2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. Is the entity a resident of the Republic of South Africa (RSA)? Yes No

3.2. Does the entity have a branch in the RSA? Yes No

3.3. Does the entity have a permanent establishment in the RSA? Yes No

3.4. Does the entity have any source of income in the RSA? Yes No

3.5. Is the entity liable in the RSA for any form of taxation? Yes No

If the answer is "no" to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

NB: Failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

OKHAHLAMBA LOCAL MUNICIPALITY • UMKHANDLU WENDAWO Home of Heritage and Tourism	**OKHAHLAMBA LOCAL MUNICIPALITY** BID NO.: 8/1/1/4/17 – TEC 04/2026 **APPOINTMENT OF A CONTRACTOR FOR eMANGWANENI ELECTRICIFCATION FOR 140 CONNECTIONS (INFILLS) IN WARD 3 – PHASE 1**

DATE: ……..

BID NOTICE

Bids are hereby invited in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003.

Bid documents are obtainable from the SCM Bids office after paying non-refundable deposit of R400.00 for bid documents at cashiers or by EFT made out in favor of Okhahlamba Local Municipality prior to bid collection of the bid document: First National Bank, Branch Code. 220625, **Acc no. 51660362710.**

Any eligible bidder can also download documents free of charge on the web-based portal www.etenders.gov.za with effect **05 November 2026 @ 15:30pm** only service providers registered on National Treasury Central Supplier Database (CSD) and Okhahlamba Local Municipality's database will be considered for bidding.

	Contract Name and Description	**Bid Documents availability date**	**Briefing Session Date, time & Venue**	**Closing & Opening Date & Time**	**Bid Enquiries**
TEC 10/2025 Functionality 70% **CIBD: 4EP or HIGHER**	Appointment of a Service Provider for the Electrification of households at Gugulethu phase 2 (Ward 9)	From: 05 November 2026 Contact Mrs M Dlamini/ B Shezi **036 448 8062/ 9209**	None	20 November 2026 @ 12:00pm	Okhahlamba Municipality Depart: Technical - T Khumalo 082 603 4475/083 452 6739 Email: thabani.khumalo@okhahlamba.gov.za

BID SUBMISSION

Sealed bids **with the contract number and description of the bids endorsed on the envelope with the bidders details clearly indicated** may be couriered using courier services at least two days before closing date to avoid late delivery or be hand delivered and must be deposited at the Okhahlamba Local Municipality's bid box situated in the reception at or before **the specified date and time above,** at which bids will be opened in public in the municipal's Boardroom .Bids received after the said closing date and time as prescribed will not be considered. Facsimile and e-mailed bids will not be accepted.

Bids will be evaluated and adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Specific Goals and other applicable legislations and will be based on 80/20 preference points system.

	OKHAHLAMBA LOCAL MUNICIPALITY BID NO.: 8/1/1/4/17 – TEC 04/2026
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	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

Bids must only be submitted on the bid documentation that is issued. CSD registration, valid Tax Clearance Certificate plus SARS status verification pin, CK document and other required certificates must accompany the bid document.

The Okhahlamba Local Municipality is not bound to accept the lowest or any bid and reserves the right to accept the whole or part of a bid.

……..
S N MALINGA
MUNICIPAL MANAGER

T1.2 Bid Data

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

Clause number	Bid Data
F.1.1	The employer is Okhahlamba Local Municipality
F.1.2	The Bid Documents issued by the Employer comprise the following documents: **THE BID** **Part T1: Bidding procedures** T1.1 - Bid notice and invitation to Bid T1.2 - Bid data **Part T2: Returnable documents** T2.1 - List of returnable documents T2.2 - Returnable schedules **THE CONTRACT**
F.1.2	The Bid documents issued by the employer comprise: **Volume 3: The contract** **Part C1: Agreements and contract data** C1.2 Contract data (part 1) C1.3 Form of Guarantee C1.4 Adjudicator's Contract **Part C2: Pricing data** C2.1 Pricing instructions **Part C3: Scope of work** C3 Scope of work **Part C4: Site information** C4 Site information **Part C5: Functionality** C5.1 Functionality Criteria C5.2 Preference Points Claim Form C5.3 Special Conditions of Bid

F.1.4	The employer's agent is: Name: Andisiwe Mngcandubana Cell: 031 945 2414 E-mail: andisiwe@mekanes.co.za
F.2.1	Only those Bidders who satisfy the following eligibility criteria are eligible to submit Bids: Score 70% or higher in the Functionality Criteria
F.2.1	The following Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their Bids evaluated: a) Service Providers who have a Service Provider grading designation equal to or higher than a Service Provider grading designation determined in accordance with the sum Bided, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a 5EP OR HIGHER class of construction work; and b) Service Providers registered as potentially emerging enterprises with the CIDB who are registered in one Service Provider grading designation lower than that required in terms of a) above and who satisfy the following criteria: **1)** the employer is satisfied that such a Service Provider has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the *CIDB Specification for Social and Economic Deliverables in Construction Works Contracts*; and **2)** the employer agrees to provide the financial, management or other support that is considered appropriate to enable the Service Provider to successfully execute that contract. Joint ventures are eligible to submit Bids provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a Service Provider grading designation in the **4EP OR HIGHER** class of construction work; and 3. the combined Service Provider grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Service Provider grading designation determined in accordance with the sum Bided for a **4EP OR HIGHER** class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations
F.2.7	Bidders must sign the attendance list in the name of the Bidding entity. Addenda will be issued to and Bids will be received only from those Bidding entities appearing on the attendance list.
F.2.12	No alternative Bid offers will be considered
F.2.13.3	Parts of each Bid offer communicated on paper shall be submitted as an original.
F.2.13.5 F.2.15.1	The employer's details and address for delivery of Bid offers and identification details that are to be shown on each Bid offer package are: **Location of Bid box: Okhahlamba Local Municipality,** **Physical address: 259 Kingsway Road, Bergville, 3350** **Identification details: 8/1/1/4/17-TEC 04/2026 – APPOINTMENT OF A CONTRACTOR FOR eMANGWANENI ELECTRICIFCATION FOR 140 CONNECTIONS (INFILLS) IN WARD 3 – PHASE 1**
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.
F.2.15	The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.

F.2.16	The Bid offer validity period is **90** days.
F.2.18	The Bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.20	The Bidder is required to submit with his Bid a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document
F.2.23	The Bidder is required to submit with his Bid: 1) a valid Tax Clearance Certificate issued by the South African Revenue Services.
F.3.1.1	The Employer will respond to requests for clarification received up to 3 working days before the Bid closing time.
F.3.4	Bids will be opened immediately after the closing time for Bids at 12:00 pm
F.3.11.3	The procedure for the evaluation of responsive Bids is Method 1 of the Preferential Procurement Regulations 2017. The financial offer will be scored using Formula 1 (option 1) in Table F.1 where the value of W1 is: 1) 80 where the financial value inclusive of VAT of all responsive Bids received have a value that equals or is less than R50 000 000 or 2) 90 where the financial value inclusive of VAT of one or more responsive Bid offers have a value that that exceeds R50 000 000 Up to 100 minus W1 Bid evaluation points will be awarded to Bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.
	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows:

Score	Prompt for judgement
0	Failed to address the question / issue
20	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available
40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
70	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
100	Excellent – response / answer / solution gives real confidence that the Bidder will add real value.

The scores of each of the evaluators will be averaged, weighted and then totaled to obtain the final score for quality.

F.3.13	Bid offers will only be accepted if: a) the Bidder submits a valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) the Bidder submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document c) the Bidder is registered (valid) with the Construction Industry Development Board in an appropriate Service Provider grading designation; d) the Bidder or any of its directors/shareholders is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the Bidder has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Bid process and persons in the employ of the state are permitted to submit Bids or participate in the contract; g) the bidder must initial each page of the document except where a full signature is required, on which those pages must be signed. h) the Bidder is registered and in good standing with the compensation fund or with a licensed compensation insurer; i) the bidder submits proof of rates and taxes for the all Directors and/or proof of lease. Submitted documentation to be signed. j) the employer is reasonably satisfied that the Bidder has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. k) only Bidders who employ staff which satisfy EPWP requirements are eligible to submit Bids the bidder has completed the functionality score card.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.
	Special conditions of Bid are: Stipulated in C5.3 l)

T.2.1 List of returnable documents

Returnable Schedules required for Bid evaluation purposes

The Bidder must complete the following returnable schedules as relevant:

- Record of Addenda to Bid Documents if applicable
- Compulsory Enterprise Questionnaire
- Certificate of Registration with CIBD
- Compensation Fund Letter of Good Standing Compensation for Occupational Injuries And Diseases (COID) Act, 1991 (Act No. 130 Of 1991)
- Health & Safety Plan
- Bank rating letter
- Municipality utility bill / lease agreement
- Letter of Intent for Performance Guarantee - 10%

Returnable Schedules that are incorporated into the contract

The Bidder must complete the following returnable documents:

- Declaration of Bidders Past SCM Practice MBD Form 8
- Original Valid B-BBEE Status Level Certificate or Certified Copy/sworn affidavit
- Central Supplier Database supplier number or report
- Valid Tax Clearance Certificate or Compliance Clearance PIN
- Certificate of Independent Bid Determination (CIBD) MBD Form 9
- Company registration document
- Certified ID copies of directors

4 Other documents that will be incorporated into the contract

C1.1 Offer portion of Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

C2.2 Bills of quantities

C2.3 Daywork Schedule

T2.2 RETURNABLE SCHEDULES

Schedule 1: Tax Clearance Certificate
Schedule 2: Health and Safety Plan
Schedule 3: Certificate of Registration with CIDB
Schedule 4: Referencing Schedules and B-BBEE Certificate
Schedule 5: Form MBD 9 - Certificate of Independent Bid Determination
Schedule 6: Central Supplier Database
Schedule 7: Letter of Good Standing (COID)
Schedule 8: Letter of Intent for Performance Guarantee
Schedule 9: Municipal Utility Bill
Schedule 10: Schedule of Plant and Equipment

SCHEDULE 1: TAX CLEARANCE CERTIFICATE

An **original** valid Tax Clearance Certificate or Compliance Clearance PIN from the South African Revenue Service (SARS) shall be attached to this Schedule or proof that the Bidder has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate **original valid** Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

SIGNED BY/ON BEHALF OF BIDDER:

NAME	**SIGNATURE**	**DATE**

SCHEDULE 2: HEALTH AND SAFETY PLAN

Bidders are to note the requirements of the Occupational Health and Safety Act No. 85 of 1991 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The Bidder shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Service Provider shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
2) Service Provider's induction training programme for employees, sub-Service Providers and visitors to the Site.
3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
4) Regular monitoring procedures to be performed.
5) Regular liaison, consultation and review meetings with all parties.
6) Site security, welfare facilities and first aid.
7) Site rules and fire and emergency procedures.

Bidders are to note that the Service Provider is required to ensure that all sub-Service Providers or others engaged in the performance of the contract also comply with the above requirements.

The Bidder shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets appended by the Bidder to this Schedule ..... …….. (If nil enter NIL)
(Enter number in word form: e.g. TWENTY)

SIGNED BY/ON BEHALF OF BIDDER:

NAME	**SIGNATURE**	**DATE**

SCHEDULE 3: CERTIFICATES OF REGISTRATION OF SERVICE PROVIDER

CIDB Service Provider Registration Certificate

A Certificate of Service Providers Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

Where a Bidder satisfies CIDB Service Provider grading designation requirements through joint venture formation, such Bidders must submit the Certificates of Service Provider Registration in respect of each partner.

The Service Provider will be adjudicated on the CIDB rating at the time of submitting the Bid offer.

SIGNED BY/ON BEHALF OF BIDDER:

NAME	**SIGNATURE**	**DATE**

SCHEDULE 4 PREFERENCING SCHEDULES & B-BBEE CERTIFICATE

SCHEDULE 5 FINANCIAL REFERENCES

Financial Statements

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

Details of Company's Bank

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	
Fax number	
Account number	

Bidder's Tax Details

Bidder's VAT vendor registration number: .....

Bidder's SARS tax reference number: .....

SCHEDULE 6 MUNICIPAL RATES

Bidder to attach latest municipal rates and service charges statement of where the business is located.

Record of Addenda to Bid documents

We confirm that the following communications received from the Employer before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:

	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Bidder .....

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise: . . . . . .

Section 2: VAT registration number, if any: . . . . . .

Section 3: CIDB registration number, if any: . . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	**Identity number***	**Personal income tax number***

***** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	**Name of institution, public office, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		Current	**Within last 12 months**

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

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

Name of spouse, child or parent	**Name of institution, public office, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		Current	**Within last 12 months**

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other Bidding entities submitting Bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

CLARIFICATION MEETING CERTIFICATE (N/A)

This is to certify that I/We* .....

of (Bidder) .....

.....

of (address) .....

.....

.....

Telephone number .....

Fax number .....

Email .....

on (date) .....

have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Bid and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* Bid.

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF EMPLOYER:

NAME	**SIGNATURE**	**DATE**

SIGNED BY/ON BEHALF OF BIDDER:

	OKHAHLAMBA LOCAL MUNICIPALITY BID NO.: 8/1/1/4/17 – TEC 04/2026
	APPOINTMENT OF A CONTRACTOR FOR eMANGWANENI ELECTRICIFCATION FOR 140 CONNECTIONS (INFILLS) IN WARD 3 – PHASE 1

NAME	**SIGNATURE**	**DATE**

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorise Mr/Ms . . . . . , authorised signatory of the company . . . . . , acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	**ADDRESS**	**DULY AUTHORISED SIGNATORY**
Lead partner CIDB registration no ……		Signature…… Name …….. Designation……
 CIDB registration no ……		Signature…….. Name …….. Designation……..
 CIDB registration no ……		Signature…….. Name …….. Designation……..
 CIDB registration no ……		Signature…….. Name …….. Designation……..

Proposed amendments and qualifications

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

The Bidders attention is drawn to clause F.3.8 of the Standard Conditions of Bid referenced in the Bid Data regarding the employer's handling of material deviations and qualifications.

Bidders must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause or item	Proposal

Signed _____ Date .....

Name _____ Position .....

Bidder .....

Evaluation Schedule: Proposed Organisation and staffing

The Bidder should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Bidder must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

Poor (score 40)	The organization chart is sketchy, the staffing plan is weak in important areas There is no clarity in allocation of tasks and responsibilities.
Satisfactory (score 70)	The organizational chart is complete and detailed; the technical level and composition of the staffing arrangements are adequate.
Good (score 90)	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, and the approach to satisfying local consultants. Some members of the project team have worked together before on limited occasions.
Very good (score 100)	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past.

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

Signed ..... Date .....

Name ..... Position .....

Bidder .....

Evaluation Schedule: Experience of Key Staff

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
3) The key staff members' / experts' knowledge of issues which the Bidder considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the project director, site agent and general foreman of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

1 Personal particulars
- name
- date and place of birth
- place (s) of tertiary education and dates associated therewith
- professional awards

2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
3 Skills
4 Name of current employer and position in enterprise
5 Overview of post graduate / diploma experience (year, organization and position)
6 Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

	General experience and qualifications	**Adequacy for the assignment**	**Knowledge of issues pertinent to the project**
Poor (score 40)	Key staff have limited levels of general experience	Key staff have limited levels of project specific education, skills, training and experience	Key staff have limited experience of issues pertinent to the project
Satisfactory (score 70)	Key staff have reasonable levels of general experience	Key staff have reasonable levels of project specific education, skills, training and experience	Key staff have reasonable experience of issues pertinent to the project
Good (score 90)	Key staff have extensive levels of general experience	Key staff have extensive levels of project specific education, skills, training and experience	Key staff have extensive experience of issues pertinent to the project
Very good	Key staff have outstanding	Key staff have outstanding	Key staff have outstanding

(score 100)	levels of general experience	levels of project specific education, skills, training and experience	experience of issues pertinent to the project

Note: An individual may be nominated to serve as the team leader in more than one discipline and as the team leader and a discipline specific leader.

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

Signed ..... Date .....

Name ..... Position .....

Bidder .....

Evaluation Schedule: Bidder's Experience

The experience of the Bidder or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last five years will be evaluated.

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	**Description of work (service)**	**Value of work (i.e. the service provided) inclusive of VAT (Rand)**	**Date completed**

The scoring of the Bidder's experience will be as follows:

Poor (score 40)	Bidder has limited experience
Satisfactory (score 70)	Bidder has relevant experience but has not dealt with the critical issues specific to the assignment.
Good (score 90)	Bidder has extensive experience in relation to the project and has worked previously under similar conditions and circumstances.
Very good (score 100)	Bidder has outstanding experience in projects of a similar nature.

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

Signed ..... Date .....

Name ..... Position .....

Bidder .....

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **APPOINTMENT OF A SERVICE PROVIDER FOR THE ELECTRIFICATION OF HOUSEHOLDS AT GUGULETHU PHASE 2 (WARD 9).**

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

The Bidder, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Bidder offers to perform all of the obligations and liabilities of the **Service Provider** under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) ……Rand;

R……..……(in figures)

THE OFFERED COST PARAMETERS TO PROVIDE THE WORKS, EXCLUSIVE OF VALUE ADDED TAX, ARE AS SET IN THE CONTRACT DATA.

THE OFFERED STAFF RATES TO PERFORM THE SERVICES, EXCLUSIVE OF VALUE ADDED TAX ARE AS SET OUT IN THE PRICING SCHEDULE.

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

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

Signature(s) ....

Name(s) ....

Capacity .....

For the Bidder:

.....

(Insert name and address of organisation)

Name & signature of witness

Date

Acceptance

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Works Information

Part C4 Site Information

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

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

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now **Service Provider)** within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) ....

Name(s) ....

Capacity ....

for the Employer

	**OKHAHLAMBA LOCAL MUNICIPALITY** BID NO.: 8/1/1/4/17 – TEC 04/2026
	APPOINTMENT OF A CONTRACTOR FOR eMANGWANENI ELECTRICIFCATION FOR 140 CONNECTIONS (INFILLS) IN WARD 3 – PHASE 1

(Insert name and address of organisation)

Name & signature of witness ..... Date

Schedule of Deviations

1 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
2 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
3 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
4 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
5 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C.1.2 Contract Data

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2004)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

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

Part 1: Data provided by the Employer

Clause	Data
1.1.14 1.2.2	The name of the Employer is Okhahlamba Local Municipality. The address of the Employer is: Address (physical): 259 Kingsway Road, Bergville, 3350 Telephone: 036 448 8000 Facsimile: 036 448 1986
1.1.15 1.2.2	The name of the Engineer is Mekan Engineering Services (PTY) LTD The address of the Engineer is: The Summit House; Derby Down Office Park; 2 Derby Place; Westville; 3629 Name: Andisiwe Mngcandubana Tel: 031 945 2414 Cell: 083 633 9303 E-mail: andisiwe@mekanes.co.za
2.3	The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: • Commissioning
7	The time to deliver the Form of Guarantee is 14 days
7	The Form of Guarantee is to contain the wording of the proforma document included the General Conditions of Contract. The liability for the guarantee shall be for 10%
10	The Works are to be commenced within 14 days of the Commencement Date.
12.2	The Works programme is to be delivered within 5 days of the Commencement Date.
35.1.1.2.3	The amount to cover professional fees for repair or reinstatement of damage to the works to be included in the insurance sum is R 100 000
35.1.2	A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is not required.
35.1.3	The limit of liability insurance is R 2 000 000 per claim.
37.2.2.3	The percentage allowance to cover overhead charges is 15 %.

42.1	The Works are to be completed within six (6) months
49.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %
49.3	The percentage retention on amounts due to the Service Provider is 10 %.
49.3	The limit on retention is 10 % of the Contract Price
53.1	The Defects Liability Period is 12 months.
58.2	Dispute resolution is to be by means of adjudication.
58.4.2	Arbitration shall take place in accordance with the Rules of the Arbitration Foundation of Southern Africa
58.4	Disputes are to be referred for final settlement to arbitration
	The variations to the General Conditions of Contract are:
4.5.2	Replace the term “Safety” with “Occupational Health and Safety”
49.6.1 to 4.9.6.3	Replace the term “Bank” with “Bank or Insurance Company”
55.1.8	Replace sub-clause with: The Service Provider or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.

	The additional clauses to the General Conditions of Contract are:
42.3.2	Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof: V = (Nw – Nn) + (Rw – Rn) X Where: V = Extension of time in calendar days in respect of the calendar month under consideration. Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded. Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month. Rw = Actual average rainfall in mm recorded for the calendar month under consideration. Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information. For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Services rainfall records of the nearest station to the site. If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn. The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn. This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned. The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work. For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Service Provider shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.

42	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the Service Provider has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Service Provider shall make provision in his programme of work for an expected delay of "n"" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals …… days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.

C.1.2 Contract Data

Part 2: Data provided by the Service Provider

The Service Provider is advised to read the *General Conditions of Contract for Construction Works (2010),* published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel: 011-805 5947).

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

Clause	Data
	The Service Provider is.
1.8	Name: . . . . .
1.2.2	The address of the Service Provider is:
	Address (physical): . . . . .
	. . . . .
	Address (postal): . . . . .
	. . . . .
	Telephone: . . . . . Facsimile: . . . . .
	e-mail: . . . . .

C2: Pricing Data

C2.1: PRICING INSTRUCTIONS
C2.2: BILL OF QUANTITIES
C2.3: DAYWORK SCHEDULE

C2.1: Pricing Instructions

1. General

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bills of Quantities record the Service Provider's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Bidder's obligations in pricing the Bid offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bid contained in Annexure F of SANS 294, as amended in and read in conjunction with the Bid Data.

2. Documents Mutually Explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bid Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

3. Definitions

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the Scope of Work and Site Information.

Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the Service Provider contracts to do the work.

Amount: The product of the quantity and the rate Bided for an item.

Sum: An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. Descriptions

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

5. References

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "Reference clause" in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, eg. G for SABS 1200 G.

6. Units of Measurement

The units of measurement indicated in the Bill of Quantities are metric units.

The following abbreviations are used in the Bill of Quantities:

% = per cent
h = hour
ha = hectare
kg = kilogram
kl = kilolitre
km = kilometre
km-pass = kilometre-pass
kW = kilowatt
l = litre
m = metre
mm = millimetre
MN = meganewton
MN-m = meganewton-metre
MPa = megapascal
m^2 = square metre
m^3 = cubic metre
m^3-km = cubic metre-kilometre
m^2-pass = square metre-pass
no = number
PC sum = Prime Cost sum
Prov Sum = Provisional Sum
sum = lump sum
t = ton (1 000 kg)

7. Net Measurements

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

8. Quantities

The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Service Provider will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

9. Currency

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. Value Added Tax

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

11. Rates and Prices

11.1 General

a) The Service Provider must price each item in the Bill of Quantities in **BLACK INK**. Reproduced computer printouts of the Bills of Quantities will be acceptable.

b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

c) Where the Service Provider is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.

d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Service Provider will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.

e) Should the Service Provider group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

f) Should the Service Provider indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

11.2 "Rate only" items

The Service Provider shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

11.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Service Provider shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the Bid offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

12. Variation in Text

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

13. Construction

a) Attention is drawn to Clause 44.1 of the General Conditions of Contract and the Service Provider must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities.

b) Items marked "L" in the Bill of Quantities shall be carried out using labour intensive methods.

C2.2: Bill of Quantities

C2.3: Daywork Schedule

The Bidder must insert in this Daywork Schedule the percentages which he proposes to claim for labour and on the actual net cost of materials and must state the rates for the use of such Construction Equipment as he proposes to have available upon the Site to use for daily work. (See Clause 37.2.1 of the General Conditions of Contract).

The labour and materials percentages, and rates of hire quoted will be held to include for all items as detailed in Civil Engineering Quantities 1990, Chapter 8 Sub-clauses 8.3 and 8.4.

Rates for the use of Construction Equipment must be the overall charge, excluding VAT, to the Employer.

(a) Labour:

Percentage allowance on gross remuneration of workmen actually engaged . . . . . %

(b) Material:

Percentage allowance on net cost of materials delivered on Site . . . . . %

(c) Construction Equipment:

Construction Equipment: (insert details)	Hourly rate (Excluding VAT)

SIGNED BY/ON BEHALF OF BIDDER:

NAME	**SIGNATURE**	**DATE**

NOTES:

i. If the percentage allowances are not stated by the Bidder in (a) and (b) above, or in the Contract Data, the percentages will be held to be:
   - 15% on the gross remuneration of workmen actually engaged,
   - 15% on the net cost of materials.

Payments under Items (a) and (b) above will not be subject to price adjustment, but payments based on the rates under Item (c) will be adjusted in terms of Clause 46.2 of the General Conditions of Contract.

C3: Scope of Work

1. DESCRIPTION OF THE WORKS

The provision of electrical infrastructure including compilation of all information to successfully upload the PCS files as required for reporting of energized connections for the households in eMangwaneni 140 Connections (Infills) Ward 3 – Phase 1 within Okhahlamba Municipality.

The project includes the following aspects:

- the erection of the installation, as per the approved design;
- the testing and commissioning of the entire installation;
- the provision of acceptable marked up signed, stamped and dated “as-built” drawings, sag and tension charts, compliance and hand over procedure;
- Making good of house walls where ready board has been installed;
- the handing over of the installation in a working order with all the necessary administration;
- The contractor will fix marketing labels as per the labelling standard, TQCSS005;
- Completing of PCS file for uploading of connections to be done immediately after energization and registering of all connected customers on the Eskom customer management system within 7 days after energization;
- Sealing of all installed customer meters;
- The completion of all the necessary administration work in providing the works. (SACS, Planning, Survey, Project Engineering);
- Installation certificate to be completed by a competent resource and to be submitted within 7 days after energization.

1.1. Employer’s Objectives

Okhahlamba Municipality’s objective is to deliver public infrastructure using plant and local labour in the electrification of eMangwaneni 140 Connections (Infills) Ward 3 – Phase 1. The contractor shall make use of local resources as is reasonable. These local resources include local labour, local suppliers, builders, sub-contractors and plant hire.

1.2. Overview of the Works

The existing MV networks in the area is the Emmaus NB104 and Emmaus NB127 supplying various other customers in this area which fall under 11kV.
Medium Voltage supply consists of three phase (3 phase) FOX conductor and a dual phase (2 phase) conductor. The conductor shall be mounted on 11m, 12m, 13m and 9m wood poles (for out of line transformer structures).
All new transformers shall be mounted on wooden poles to supply 140 new connections

1.3. Extent of the Works

The description of works given is merely an outline and does not limit the full extent of the actual work to be carried out on the ground.

As part of municipality's effort to improve service delivery and ensure that the infrastructure has the capacity to cater for the immediate and future demands has embarked on major electrification projects. This Bid is as a result of this initiative and the Bidder will be expected to supply, deliver, install, test, commission a medium infrastructure comprising of (11kV) distribution transformers, LV overhead conductor and overhead domestic service connections for eMangwaneni electrification totalling 140 connections (Infills) – Phase 1 within the Okhahlamba Local Municipal Municipality.

The estimated infrastructure comprises of the following equipment:

1.3.1. A Project has a total of 31 transformer zones

- Add new **3 x 32kVA** 11kV Transformers.
- Re-use **8 x 16kVA** 11kV/+240V, **22 x 32kVA** 11kV/240V and **3 x 64kVA** 11kV/240V existing Transformers.
- Upgrade **7 x 16kVA** to 32kVA 11kV/+240V/-240V and **3 x 32kVA** to **100kVA** 11kV/+240V/-240V.

1.3.2. Construct 0.929km of MV Line using Fox conductor:

- Dual Phase of Fox line length : **0.490km**
- Three Phase of Fox line length : **0.439km**

1.3.3. Construct 17.585km of LV ABC line with insulated neutral cond.:

- Single Phase 35mm^2 ABC length : **4.649km**
- Dual Phase 35mm^2 ABC length : **7.831km**
- Dual Phase 70mm^2 ABC length : **1.189km**
- Three Phase 70mm^2 ABC length : **3.916km**

1.3.4. Construct ~7.00km of 6sqmm Service cable (Airdac).

1.3.5. Install 29 x L&G data concentrator + internal GSM modem **and** 29 x 3CR12 kiosk to secure the data concentrator, kiosk for mounting on pole

1.3.6. Install 140 Pre-Paid PLC Split Smart Meters

1.4. Description of Site and Access

The Villages can be described as scattered rural and rocky terrain. The area consists of both flat lands with well-conditioned gravel roads and Rocky Mountains making some of the households not easily accessible

1.5. <u>The scope of works includes the following:</u>

The project, which was approved at an adhoc DRT meeting (KZN OU) on 30 September 2026, shall be carried out in full accordance with;

- the detailed scope of work,
- the technical specifications referred to, and

- the relevant drawings provided.

The project shall conform in all instances to the Occupational Health and Safety Act and Regulations, No. 85 of 1993, and any amendments thereto, including the Safety Specification referred to in Regulation 4 of these statutory requirements. The Contractor shall provide a Health and Safety Plan in compliance with the Occupational Health and Safety Act and Regulations, No. 85 of 1993, based upon but not limited to the Safety Specification.

The scope of work proposed for the project is detailed below and shall be read in conjunction with the project drawing located in annexure 5.

1.5.1. Zone-1 (Emmaus NB104) – Refer to the project drawing sheet 1

The Zone covers existing KBD1, KBD7 and KBD6 transformer zones. The following are the proposed scope;

- Install new 1 x 100kVA Coastal Spec Transformers 1866B
- Relocate an existing KBD1 to new position 1866B structure -/1.
- Install ± 0.255km of 35m^2 2 core LV cable.
- Install ± 1.189km of 70m^2 3 core LV cable.
- Install ± 1.014km of 70m^2 4 core LV cable
- Install 3 x L&G data concentrator + internal GSM modem and 3 x 3CR12 kiosk secure the data concentrator, kiosk for mounting on pole
- Dismantle 1 x MV transformers and redundant lines

1.5.2. Zone-2 (Emmaus NB104) – Refer to the project drawing sheet 2

The Zone covers existing EMM207, EMM208 Transformer zones. The following are the proposed scope;

- Install ± 0.496km of 35m^2 2 core LV cable
- Install ± 0.734km of 35m^2 3 core LV cable.
- Install 2 x L&G data concentrator + internal GSM modem and 2 x 3CR12 kiosk to secure the data concentrator, kiosk for mounting on pole
- Dismantle 1 x MV transformers and the redundant lines

1.5.3. Zone-3 (Emmaus NB104) – Refer to the project drawing sheet 3

The Zone covers existing EMM116, EMM117 Transformer zones and new EMM308, EMM309 Transformer zones. The following are the proposed scope.

- Install new 2 x 32kVA Coastal Spec Transformers 1866B
- Upgrade 1 x 16kVA to 32kVA
- Build ± 0.427km dual phase conductor length FOX from structure -/1 to -/7 and -2 to -/2/2
- Install ± 0.613km of 35m^2 2 core LV cable
- Install ± 2.031km of 35m^2 3 core LV cable
- Install 5 x L&G data concentrator + internal GSM modem and 5 x 3CR12 kiosk to secure the data concentrator, kiosk for mounting on pole

- Dismantle 1 x MV transformers and ± 0.684km of the redundant lines

1.5.4. Zone-4 (Emmaus NB104) – Refer to the project drawing sheet 4

The Zone covers existing EMM202, EMM209 transformer zone. The following are the proposed scope;

- Install ± 1.029km of 35m^2 2 core LV cable
- Install ± 0.916km of 35m^2 3 core LV cable.
- Install 2 x L&G data concentrator + internal GSM modem and 2 x 3CR12 kiosk to secure the data concentrator, kiosk for mounting on pole
- Dismantle ± 0.916km of the redundant lines

1.5.5. Zone-5 (Emmaus NB104) – Refer to the project drawing sheet 5

The Zone covers existing EMM73, EMM74, EMM75, EMM77, and EMM79 Transformer zones. The following are the proposed scope;

- Upgrade 3 x 16kVA to 32kVA Coastal Spec Transformers 1866B
- Install ± 1.266km of 35m^2 2 core LV cable
- Install ± 1.669km of 35m^2 3 core LV cable.
- Install ± 1.561km of 70m^2 3 core LV cable.
- Install 5 x L&G data concentrator + internal GSM modem and 5 x 3CR12 kiosk to secure the data concentrator, kiosk for mounting on pole
- Dismantle 3 x MV transformers and ± 3.230km of the redundant lines

1.5.6. Zone-6 (Emmaus NB104) – Refer to the project drawing sheet 6

The Zone covers existing EMM212, EMM215, and EMM216 Transformer zones. The following are the proposed scope.

- Install new 3 x 32kVA and 1x 100kVA Coastal Spec Transformers 1866B
- Upgrade 3 x 16kVA to 32kVA and 1 x 32kVA to 100kVA
- Build ± 0.369km three phase conductor length FOX from structure -/8 to -/10
- Install ± 0.405km of 35m^2 2 core LV cable
- Install ± 2.293km of 35m^2 3 core LV cable
- Install ± 1.545km of 70m^2 4 core LV cable
- Install 3 x L&G data concentrator + internal GSM modem and 3 x 3CR12 kiosk to secure the data concentrator, kiosk for mounting on pole
- Dismantle 3x MV transformers and ± 3.838km of the redundant lines

1.5.7. Zone-7 (Emmaus NB104 & NB127) – Refer to the project drawing sheet 8

The Zone covers existing EMM240, EMM242, and EMM193 Transformer. The following are the proposed scope.

- Install ± 0.471km of 35m^2 2 core LV cable
- Install 2 x L&G data concentrator + internal GSM modem and 2 x 3CR12 kiosk to secure the data concentrator, kiosk for mounting on pole
- Dismantle redundant lines

1.5.8. Zone-8 (Emmaus NB127) – Refer to the project drawing sheet 9

The Zone covers existing EMM85 Transformer zones. The following are the proposed scope.

- Install ± 0.596km of 35m^2 2 core LV cable
- Install 1x L&G data concentrator + internal GSM modem and 1 x 3CR12 kiosk to secure the data concentrator, kiosk for mounting on pole
- Dismantle ± 0.934km of the redundant lines

1.5.9. Zone-9 (Emmaus NB127) – Refer to the project drawing sheet 10

The Zone covers existing EMM193 and EMM195 Transformer zones. The following are the proposed scope.

- Install new 1 x 100kVA Coastal Spec Transformers 1866B
- Upgrade 1 x 16kVA to 100kVA
- Build ± 0.070km three phase conductor length FOX from structure -/18 to -/20
- Install ± 1.357km of 70m^2 4 core LV cable
- Install 2 x L&G data concentrator + internal GSM modem and 2 x 3CR12 kiosk to secure the data concentrator, kiosk for mounting on pole
- Dismantle 1x MV transformers and ± 3.208km of the redundant lines

1.5.10. Zone-10 (Emmaus NB127) – Refer to the project drawing sheet 11

The Zone covers existing EMM251, EMM277, and EMM282 Transformer zones and new EMM311 Transformer zones. The following are the proposed scope.

- Install new 1 x 32kVA Coastal Spec Transformers 1866B
- Upgrade 2 x 16kVA to 32kVA
- Build ± 0.063km dual phase conductor length FOX from structure -/21 to -/23
- Install ± 1.055km of 35m^2 2 core LV cable
- Install ± 1.172km of 35m^2 3 core LV cable
- Install 7 x L&G data concentrator + internal GSM modem and 7 x 3CR12 kiosk to secure the data concentrator, kiosk for mounting on pole
- Dismantle 2 x MV transformers and ± 2.202km of the redundant lines

1.5.11. Zone-11 (Emmaus NB127) – Refer to the project drawing sheet 12

The Zone covers existing EMM245, EMM247, EMM289 Transformer zones. The following are the proposed scope.

- Install ± 0.664km of 35m^2 2 core LV cable
- Install 4 x L&G data concentrator + internal GSM modem and 4 x 3CR12 kiosk to secure the data concentrator, kiosk for mounting on pole
- Dismantle redundant lines

The proposed scope of works shall include the installation of 140 x new Smart meters, 20A PLC and building ± 7.000km of 6mm^2 Airdac.

MV Overhead Line and Structures

Appointed contractor is required to construct & string 439m route length of three phase (3 phase) MV fox conductor and 490m route length of dual phase MV fox conductor.

N.B: The design allows that transformers will not be loaded more than 80%.

All MV structures shall be constructed in accordance with Eskom Medium Voltage Distribution Standard and specifications (Latest revision).

The 140 household service connections are to be connected with approximately 10km of 6mm² Airdac service cable and the 140 split PLC Meters are to be sealed by the **Contractor including making good walls where ready-board has been installed. (To include one coat of paint if necessary).**

The respective MV lines, transformers, auxiliary equipment and house services connections, are to be constructed, commissioned, tested, energised, and handed over to the Eskom. The quality of work is to be audited by the contractor, before being inspected by the Project Manager or his representative.

The contractor is required to supply, deliver, install, test, commission, mark-up as-built drawings and hand over in working order the whole of the works associated with all MV, LV and metering. The contractor will provide a suitable site store and office. The design is based on the Eskom DT Standards**.**

The detail of the works required is included in the design drawings, bill of quantities and Works Information.

RISKS:

The following risks have been identified at project design stage:

- Working in close proximity of existing overhead lines.
- Working on uneven terrain presenting risks of falls.
- This is a residential built up Village and there are possible public liability risks.
- Work is carried out during the dry season presenting fire risks from open fires.
- Ergonomic risks from working on elevated positions,
- Weather related risks as temperatures can be extreme,
- Hi-jacking risks.
- Snakes on the field.

2. WORK TO BE PERFORMED BY THE CONTRACTOR FOR THE WORKS

2.1 General Principles

In an effort to meet future demands that will be placed on this region in terms of electrification, new techniques and technology will have to be applied in order to electrify increasing numbers of customers at lower costs.

2.2 Outline of Work Required

a) Community liaison
b) Installation
c) Commissioning
d) Hand over

2.3 Statutory Requirements and Standards

All activities shall comply with the statutory requirements and where possible within the ambit of the relevant guidelines, inter alia:

a) The Occupational Health and Safety (OHS) Act 85 of 1993 and Construction Regulation of 2003
b) The principles of the Distribution Standards (Eskom)
c) The requirements of the relevant Eskom standards in force at the time of Bid i.e. Distribution Standards
d) The Construction Regulations under Government Gazette No. 25207 of 18 July 2003.

The Contractor is to note that should shortcomings appear in the Eskom standards, these are to be highlighted, and proposals offered, and allowances for changes based on these proposals are to be included in the Bid.
All Bidders must make generic Health & Safety Plan and Health & Safety Competency information available to Eskom Risk for evaluation on acceptance of Bid or provide relevant documentation indicating accreditation.

Health and Safety Plan

It is mandatory for the Principal Contractor to submit a Health & Safety Plan to the Employer (client). The Employer will discuss and negotiate with the Principal Contractor the contents of the Health & Safety Plan contemplated in 5(1) of the Construction Regulations and thereafter finally approve the Health & Safety Plan for implementation.

The Principal Contractor must forward their Health & Safety Plan to the Employer's Representative (Programme / Project Manager) within two weeks of contract award or as soon as practically possible after contract award. No construction work to commence without the prior approval of the Health & Safety Plan.

Any changes to the Contractor's submitted Health & Safety Plan will not result in a compensation event or changes to the contract value.

2.4 Material

The appointed contractor will supply all materials to complete the project.

All materials associated with the completion of the project is as per the attached bill of quantities

All materials sourced are to conform to the **Eskom Buyer's Guide Part 9** and they are to be

procured from **Eskom Preferred Suppliers** (Refer to document **TQSNC008** listed under section 3, Specifications), and shall be new and of the best quality. Any deviation or variance from the above to be approved by the Technology & Quality Department prior to implementation.

Material options will be determined in accordance with the Distribution Standard packages. Where specific site circumstances require non-standard material application and / or due to shortcomings of the standard package, the designer / contractor shall develop "ad hoc" packages to submit these to Eskom **Technology & Quality Department** for approval before implementation.

Where materials other than those in the standard design packages are offered, the "Bided material and Technique" schedule shall be completed as part of the Bid.

In addition to the Buyer's Guide, all bare conductor shall comply with the Eskom Distribution Technology Standard SCSSCAAY5 Rev 1" Specification for Phase Conductor for Distribution Lines" February 2001.

Marked Conductor

- Only marked conductor may be used on Eskom projects.
- Marked conductor may only be obtained from the approved manufacturers.
- Bidders must base their Bids on conductor prices as obtained from the approved manufacturers.
- The Bidders provide for waste and off-cuts in their Bids.
- The successful Bidder (Contractor) must procure marked conductor from an approved manufacturer.
- Conductor manufacturers may sell marked conductor only to those contractors who can prove that it will be used on Eskom projects. Arrangements will be made to provide such contractors with the necessary proof, indicating the name of the project and the quantities required.
- The contractor provides for the necessary transport arrangement to deliver conductor to site.
- The contractor arranges for returning unused marked conductor to the supplier, should there be any.
- The contractor returns all waste and off-cuts to Eskom.

- An accredited Distributor may only be included in the supply chain if Eskom have received confirmation from the Eskom-approved Manufacturer of the following:
  - The Distributor is an approved / accredited Distributor of the Manufacturer;
  - No marked conductor will be sold to anyone without a letter being presented to the manufacturer.
  - Marked conductor will be delivered directly to the contractor/ site.
  - No marked conductor may be at the premises of the Distributor.
  - The Distributor merely arranges the deal, and the process as currently being applied, remains unchanged.

Refurbished Material

Only new material will be Bided on in the main offer. Refurbished / second hand material may only be Bided as an alternative.

Upfront Payment

Bidders may submit an alternative Bid indicating the savings in cost if the contractor was to be paid for the upfront purchase and delivery of material.

2.5 Earthing

The *Contractor* will be responsible for ensuring that soil resistivity tests are carried out, and that the earthing design is completed and submitted with the Bid. (as per Earthing Standards part 2).

2.6 Clearances and Shared Structures

As per the Distribution Standard.

2.7 Equipment and Structures

The Contractor is to ensure that structures are uncluttered and that working clearances are maintained with regard to the amount of equipment installed and shall ensure that provision is made for safe and easy operational practice. This is especially pertinent to strain poles, switching points and transformer structures. Equipment must not be positioned on angle or strained structures. In addition, there shall be no three-phase tees, or equipment placed on vertical structures. Medium Voltage routes are to be as straight and simple as possible. Correct sag and tension techniques are to be used.

2.8 Site Visits and Meetings

A site diary will be signed by all personnel visiting the site. Deviations will be reported to the *Project Manager*.

It is envisaged that the Contractor will be attending the following meetings at his own cost:

Meeting	**Frequency**
Site Inspection (Quality Assurance)	twice a month
Site Meetings	twice a month
Pre-Energising commissioning	once/ zone
Project Closing Out Meeting	once
Final Hand-over	once
Safety meeting	once/month
Feedback meetings	once/month

2.9 Recording of Tests / Compliance / Safety Data

The contractor will provide the books / manuals for recording the above data.

2.10 Connections

The following principles apply to connections:

a) Where only a meter change occurs;

The requirements of the standard, “Connecting existing customers in townships which Eskom is electrifying Ref.: CD/s019” applies;

b) New Connections

Combined Neutral and Earth (CNE) service to be provided in line with the new earthing policy.

All meters to be sealed by the Contractor.

Note:

The contractor is responsible to make good walls where ready-boards have been installed which may include the wall to be plastered and an application of one coat of paint. (see bill no. six (6) in the Bill of Quantity.)

Section 6 of the Bill of quantities "House Connections" will only be paid once all correct information necessary for the loading of connections into CC & B has been submitted to the Consultant and successfully loaded onto the Eskom system i.e. control sheets, meter cards, Uploaded PCS files etc.

2.11 Sample Infrastructure Installation

The successful Contractor will be required to build a sample reticulation sub system for the *Project Manager*'s approval, to serve as a quality benchmark for the project before construction commences. This sample system shall include the Bided commodities (sample board) and the construction techniques (stubby line) applicable to the project and shall be built at a central point.(to be agreed with the *Project Manager*). The cost of the sample system in its entirety will be for the Bidder's account.

The sample installation proposal shall be submitted at the detailed design stage and the construction work shall not commence until such time as the sample installation has been completed and approved by the Project Engineer. Furthermore, all materials used shall comply with the requirements of the Buyers Guide, Distribution Std part 9, and shall be new and of the best quality.

The stubby line and sample board shall remain available and intact for the full duration of the project.

2.12 Approvals

The *Contractor* shall obtain the statutory approvals for the construction of this project on behalf of Eskom from the *Authorities* concerned and such approvals must be forwarded to the Eskom Area Survey Office. All approvals to be done via Eskom Survey Office to cater for annual consideration/ records etc. Statutory approvals for any given transformer area have to be submitted prior to the construction of that particular transformer area, to the Eskom *Project Manager*.

2.13 "As-built" Drawings

The main objective behind the requirement for the provision by the *Contractor* of "as-built" information is to provide the computerised mapping service for the Marketing, Planning, Survey Records, Construction and Maintenance of Urban/Rural reticulation projects. The Contractor is to mark-up the construction drawings with all changes on site showing the as-built configuration and these are to be submitted to Eskom survey for the creation of the as-built drawings.

2.14 Access to the Eskom Web Page

All contractors must make sure that they can access Eskom Web page at any given time to get the latest drawings and specifications before commencement of any task. Web Access applications can be done through the assistance of Brenda Morrison @ 011 629 5266 or MorrisEF@eskom.co.za**Acknowledgement of Web Access**

I, ... do hereby acknowledge having access to the Eskom Distribution Website with all Distribution Procedures, Standards and Drawings as they will be listed in the index of the Task Order documents.

I undertake to study and abide by these requirements at all times. If for any reason I cannot access or open any of the files on the web, I will contact the *Employer* immediately.

Contractor's Signature: .....

Signed at: ..... on the _____ day of .....

2.15 Community Involvement

Generally

Contractor must follow Eskom involve the community, be it for prioritizing, identifying projects, advice or information.

Contractor must organize all community meetings in respect of the Project.

This community involvement system must be understood and accepted by the *Contractor.*

In any activity whatsoever the community by way of its structures (Village representatives, local and district electrification committees) should be notified and involved.

Implementation of Eskom Policy

- Promotion of community participation;
- Retention directly and indirectly of a significant portion of capital expenditure within the community;
- Development of local entrepreneurs *(Contractors)*;
- Transfer of administrative, managerial and commercial skills

2.16 Expanded Public Works Programme
Description of the Works

1. Employer's Objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods.

2. Labour-intensive Works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

The degree to which *Contractor*s are able to embrace these principles must be indicated in the Bids submitted (see Bid Forms). This aspect of the *Works* is material and will be evaluated in consideration of the Bids.

Those parts of the contract to be constructed using labor-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated.

The works, or parts of the works so designated are to be constructed using labor-intensive methods only.

The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract.

The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labor-intensive specification in the Scope of Works.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods.

Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

3. Payment for the Labour-intensive Component of the Works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work.
Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Applicable Labour Laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1. Introduction

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

In this document:

(a) “department” means any department of the State, implementing agent or contractor;

(b) "department" means any department of the State, implementing agent or contractor;
(c) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
(d) "worker" means any person working in an elementary occupation on a SPWP;
(e) "Elementary occupation" means any occupation involving unskilled or semi-skilled work;
(f) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;
(g) "task" means a fixed quantity of work;
(h) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
(i) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
(j) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

2.1 Workers on a SPWP are employed on a temporary basis;
2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP;
2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

3.1 An employer may not set tasks or hours of work that require a worker to work:

(a) more than forty hours in any week
(b) on more than five days in any week; and
(c) for more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8. Work on Sundays and Public Holidays

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid:

(a) The worker's daily task rate, if the worker works for less than four hours;
(b) double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid:

(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9. Sick Leave

9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full moth that the worker has worked in terms of a contract.

9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual payday.

9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is:

(a) absent from work for more than two consecutive days, or
(b) absent from work on more than two occasions in any eight-week period.

9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.

10. Maternity Leave

10.1 A worker may take up to four consecutive months' unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave:

(a) four weeks before the expected date of birth, or;
(b) on an earlier date:
    (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    (ii) if agreed to between employer and worker; or
(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11. Family Responsibility Leave

11.1 Workers who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:

(a) when the employee's child is born;
(b) when the employee's child is sick;
(c) In the event of a death of:
    (i) The employee's spouse or life partner;

(ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12. Statement of Conditions

12.1 An employer must give a worker a statement containing the following details at the start of employment:

(a) the employer's name and address and the name of the SPWP;
(b) the tasks or job that the worker is to perform; and
(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
(d) the worker's rate of pay and how this is to be calculated;
(e) the training that the worker will receive during the SPWP.

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of Employment.

13. Keeping Records

13.1 Every employer must keep a written record of at least the following:

(a) the worker's name and position;
(b) in the case of a task-rated worker, the number of tasks completed by the worker;
(c) in the case of a time-rated worker, the time worked by the worker;
(d) payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14. Payment

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place:

(a) the workplace or at a place agreed to by the worker;
(b) during the worker's working hours or within fifteen minutes of the start or finish of work;
(c) in a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing:

(a) the period for which payment is made;
(b) the numbers of tasks completed or hours worked;
(c) the worker's earnings;
(d) any money deducted from the payment;
(e) the actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to:

(a) repay any payment except an overpayment previously made by the employer by mistake;
(b) state that the worker received a greater amount of money than the employer actually paid to the worker, or
(c) pay the employer or any other person for having been employed.

16. Health and Safety

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 A worker must:

(a) work in a way that does not endanger his/her health and safety or that of any other person;
(b) obey any health and safety instruction;
(c) obey all health and safety rules of the SPWP;
(d) use any personal protective equipment or clothing issued by the employer;
(e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17. Compensation for Injuries and Diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational

Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18. Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be reengaged if a position becomes available for the balance of the 24-month period.

19. Certificate of Service

19.1 On termination of employment, a worker is entitled to a certificate stating:

(a) The worker's full name;
(b) the name and address of the employer;
(c) the SPWP on which the worker worked;
(d) the work performed by the worker;
(e) any training received by the worker as part of the SPWP;
(f) the period for which the worker worked on the SPWP;
(g) any other information agreed on by the employer and worker.

Table 1: Base indicators to be collected on all EPWP projects

BI Number	Project Level Indicator to be used in monitoring systems	Comments
1	Number of people ("Different warm bodies") employed on relevant project	Will be assumed to be equivalent to number of job opportunities created. Will measure the number of people to benefit directly from the EPWP.
2	Person-days of employment created	Total number of person days created will be divided by 230 to convert to person years of employment created.
3	Minimum wage rate	Since local public bodies may set the wage rate as part of the EPWP to wage rate on a particular project will need to be reported
4	Number of training days provided	Since all workers are entitled to training it is important to ensure that actual training is delivered
5	Overall spending on the project	Will give an indication of how much is actually spent on EPWP projects
6	Demographics of workers on EPWP projects	The percentages of women, youth and disabled to be reported on.

Table 2: KPI's to be used for the EPWP

KPI Number	KPI	Method for calculation	Comment
1	Number of Job opportunities created	Assumed to be equal to number of warm bodies employed per project	Will give an indication as to how many unemployed people benefit directly from the EPWP
2	Person years of employment created	Divide the total number of person days of all projects by 230 (Agreed upon number of person days of employment per year)	Indicator that shows the equivalent number of full-time jobs created
3	Number of training days provided	Total sum from all projects	Measure total amount of training provided
4	Overall spending on EPWP projects	Total sum from all projects	Measure total government spending on the EPWP
5	Demographics of workers on EPWP projects	Total sums of the project totals of women, youth and disabled employed	Measures the demographics of the people benefiting from the EPWP
6	Average length of employment created	Divide person years of employment created (KPI 2) by number of job opportunities (KPI 1)	Also allows comparison between sectors and types of projects

7	Total income paid out to previously unemployed workers	Multiply number of person-days (BI 2) by the minimum wage (BI 3)	
8	Average income of EPWP worker	Divide Total income (KPI 6) by Number of job opportunities (KPI 1)	
9	Average duration of training provided	Divide total number of training days (KPI 3) by number of job opportunities (KPI 1)	Provides an indication of the level of skills build in the programme
10	Percentage of spending paid out to EPWP workers	Divide total income paid out (KPI 6) by Overall spending on EPWP (KPI 4)	Measure the labour intensity of the EPWP

To be collected by the Contractor:

- Base indicators to be collected on all EPWP projects **(See above)**

20. Reporting to the Client

The *Contractor* is referred to the required Progress Report Format, as per the above. The form compares the “Planned” progress at the start of the project with the actual progress achieved.

The form is to be completed weekly with all the information as required on the form.

21. Excavation

Due to excavations being entirely the Contractors risk, Contractors must make themselves fully aware of the soil conditions during the Bidding phase.

Contractors are warned that the terrain is uneven and the access to pole positions may prove to be difficult in certain areas.

Contractors are advised to obtain as much information as possible regarding the soil structure in this area as no claims will be entertained should excavations prove to be more difficult than what Contractors allowed for in their Bid Submission.

All holes to be blasted will have to be verified by the Consultant Clerk of works prior to blasting.

3. ITEMS FOR THE WORKS SUPPLIED BY THE EMPLOYER

Free-Issue Material

None – all materials to be supplied by the contractor except for meter and Bases which are a free supply.

4. PROGRAMME, PLANNING AND REPORTING

The *Contractor* shall submit a programme in the form of an activity schedule, which itemizes the

Works and indicates both the Rand value and the duration / completion of each activity.

Reporting Requirements

A weekly progress report containing:

- Executive summary (typical one to two paragraphs)
- Performance to date
- Problems experienced
- Priorities for the next two weeks
- Corrective actions necessary and needed
- Overall performance of Contractor(s) has to be sent to the Employer's Agent

The following feedback is also required by the abovementioned responsible person:

- Physical progress on all aspects of the project every Friday before 10h00.

The format and definitions will be discussed with the Contractor and by the Employer's Agent.

5. CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE WORKS

5.1 Compliance with Employment Equity Act No. 55 of 1998

Contractors employing more than fifty (50) employees are required to submit a certificate of compliance with the Employment Equity Act No.55 of 1998.

This certificate of compliance is a mandatory Bid Returnable and failure to do so would lead to disqualification of the offer/Bid.

5.2 BEE Status Evaluation

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 on page 105 of this document.

5.3 SMME / BWO Status

Contractors are requested to confirm that they comply with the ownership and control requirements and that nothing material has happened that would affect their status. Confirmation of the above and current ownership is a Bid Returnable.

6. COMPLETION

The Contractual Completion Date will only be achieved when the as-built information supplied by the Contractor accepted and approved by Eskom and when all connections are energised.

The Contractor must submit marked-up drawings to the Consultant, who will submit the as-built drawings to Eskom for approval.

The Contractor to liaise with the Employer's Agent with regards to approval of as-builts.

7. QUALITY MANAGEMENT

Eskom's Quality requirements for the implementation of a Quality System to be in accordance with the Eskom Standard ESKASAAU7. Quality checks to be carried out in accordance with TQRRPO20 Rev1, by the contractor prior to the Consultant/Eskom Clerk of Works or the depot inspections. All documentation must be signed by the contractor and forms part of the hand-over. Should the Contractor not fulfil this requirement, any extra time spend on site by the above-mentioned personnel to re-inspect, shall be for the Contractor's account.

8. SAFETY

The following documents are applicable:

SCSPVABF3 – Occupational Health & Safety Requirements to be met by Contractors and Sub-contractors Employed by Eskom.
SCSPVABM9 – Co-ordination of Safety on Capital Projects
SCSASAAW8 – Standards Applicable to Contractors working in Close Proximity to Live Apparatus.

Further to the above clauses, the following must be strictly adhered to on inception and award of contract:

- Crimping tool calibration test certificate
- Dynamometer test certificate
- List of team leaders and their training records which should include, proof that they have been trained and are in acknowledgment of the follows skills/methods of construction and or other factors involved in building of power lines:

  - Sagging
  - Crimping
  - Building power lines
  - First aid
  - Emergency preparedness

- HV Reg's certificates for those who will take permit during outages
- Minutes of safety meetings that were carried out during the project
- Access to site documentation
- Accreditation records of personnel on site from Mersey
- Sagging chart used for stringing
- A full list of employees working on the project as well as their duties (this must include all "casual" and local labour as well)
- A list of personnel in charge of First Aid, including training records, as well as their appointment in terms of the Statutory and OSH Act.
- The Contractor is to provide safety clothing to all labour employed including casual as well as local labour.

9. ENVIRONMENTAL MANAGEMENT

Environmental Management to be in accordance with the following Eskom policy / procedure:

- ESKPBAAD6
- ESKPVAAZ1

Environment Management issues to be referred and co-ordinated through Eskom's Eastern Region Environmental Department (New Germany).

10. SITE SERVICES AND PROCEDURES

The Contractor is to provide everything necessary for the proper and timeous completion of the project.

(a) The Contractor provides an area for the construction offices, stores, yards, etc. to the approval of the Employer's Agent In addition, the Contractor shall make available a desk to be used by Employer's Agent / Employer's Representative.

(b) The Contractor erects a 1,8m fence around his construction site and fits a lockable gate.

(c) The Contractor provides a construction supply at their site camp and anywhere else as may be required.

(d) The Contractor provides the necessary connecting cables and distribution board(s) from the electricity supply source to the points of demand. The Contractor provides all the necessary connection to the electricity supply and maintains and secures all cable, etc.

(e) The Contractor is to provide an adequate communication network to facilitate the project including telephones. (Telkom telephone).

(f) The Contractor is to provide all necessary water and sewage connections.

(g) The Contractor provides facilities and resources for first aid, firefighting and emergency repair services in accordance with the Occupational Health and Safety Act and the local authority regulations and requirements.

(h) The standard documents listed below form part of the contract:

Ref.	Rev.	Title
NWS 1058	4	Safety at Construction sites : Requirements to be met by *Contractor*s
NWS 1494	3	Fire Prevention and Protection of *Contractor*'s Premises on New *Works* Sites
NWS 1007/T		The Management of construction, commissioning and handing over of Transmission Projects
HV REGS	0	HV Regulations for HV Systems
ESKASAA4		Occupational Health and safety requirements to be met by *Contractor* and Sub-*Contractor*s

(i) Other Contractors may be involved in work on other parts of the Site or on associated equipment. Co-ordination with the other parties will be required for testing of systems involving other plant.

(j) Salvaged equipment from the dismantling process is to be removed from site and returned to the New Germany Store in consultation with the Employer's Representative.

(k) The Contractor must allow free access to authorised personnel when required and co-ordinates all interfaces with the Employer.

(l) The Contractor shall make its own arrangements, to the Employer and the Local Authorities approval for the disposal of all surplus material and construction waste resulting from the Works.

(m) The Contractor arranges for accommodation of his personnel. The Contractor provides temporary and/or mobile toilet facilities on the Site, and removes all evidence of a construction camp on completion of the contract, which shall be restored to its original or better environmental state.

(n) In addition to his own signage details which shall, prior to erection, be submitted to the Employer's Agent for approval, the Contractor shall provide, erect and maintain one project signboard bearing the name of the project, the Eskom name and logo and the name of the Employer's Agent together with the Contractor's own name, all to the approval of the Employer's Agent. The cost of this sign will be borne by the Contractor.

(o) Eskom shall perform the switching of all MV feeders. Written notification shall be given to the appropriate depot supervisor 30 (thirty) calendar days in advance. The Contractor shall be allowed to perform LV switching with written permission from the Eskom Personnel.

(p) Whenever it may be required to de-energize any approved portion of the electrical network during the course of the contract, the Contractor shall post notices to that effect in terms of the relevant regulations. The minimum requirement shall be as contained in this paragraph of the specification.

Each Section affected by the proposed power outage shall be notified by means of suitable notices fixed to the wooden electrical network poles. The notices shall be constructed from plain white paper glued to a firm "Masonite" backing board. The notice board shall be of minimum dimensions 600mm x 850mm.

The following minimum information shall be required on the notice:

Notices shall be provided in both English and the local language on alternate points:

ELECTRICAL INTERRUPTION

DATE:

TIME: FROM ……. TO ……..

THERE WILL BE ELECTRICAL POWER INTERRUPTIONS IN THIS AREA BETWEEN THE GIVEN TIMES ON THE DATE SHOWN. NOTWITHSTANDING THE ABOVE ALL ELECTRICAL APPARATUS SHALL BE TREATED AS LIVE AT ALL TIMES.

The above notices must also be placed at points of community gatherings in the appropriate area, e.g. Beer Halls, Shops Schools, Bus Stops, Etc.

The Contractor shall be required to give notice of the intended power interruptions at least 7 (Seven) calendar days prior to the intended power interruption date. Notices shall be removed immediately on conclusion of the Contractors work in the relevant area.

The Contractor shall in accordance with his intended construction programme determine how many notices will be required at any one time and shall make allowance in this regard. No claim for extra costs whatsoever shall be entertained after the award of the Bid.

11. RESTRICTIONS APPLICABLE TO THE CONTRACTOR

11.1 Eskom Procedures, Directive and Policies

The Contractor must ensure compliance with all applicable Eskom Procedures, Directives and Policies.

11.2 Contractor Requirements / Registration

The Contractor must ensure compliance with the following requirements / registration:

(a) Wireman's License
(b) Electricity Contractors Board Registration
(c) Operation Regulations for High Voltage Systems

11.3 Eskom Contractor Training and Accreditation

The Contractor must ensure that they have complete MV/LV Lines and Cables (EDCO module 19424) training and accreditation for the set number of employees. This figure is currently 5 and will increase progressively.

Contractors who have not received the above Eskom Training Accreditation are requested to contact the following person to arrange for the Eskom Training Accreditation:

Desiree Wittstock
Technology & Quality
Telephone: 031 - 710 5143
Fax: 031 - 710 5231

12. TITLE TO SITE MATERIAL

All energised infrastructure will be handed over to Eskom.

13. ACCOUNTS AND RECORDS

Records are to be kept of all invoices on the project.

14. SPECIFICATIONS

List of Specifications applicable to this Contract.

DOCUMENT NUMBER	REVISION	TITLE
		TECHNICAL
	Latest	**ESKOM DISTRIBUTION STANDARD**
		Copies are available from Eskom Distribution Technology, Technical Administrator, Telephone 011 – 871 2214

		Important Note: Where material options (i.e. Coastal and Inland) are available, the Coastal option will be applicable in the Eastern Operating Region (Refer to Engineering Instruction EI-039-MVL
	Latest	**ENGINEERING INSTRUCTIONS** As issued by Eskom's Eastern Technology and Quality Department – New Germany **Important Note:** Copies of the relevant Engineering Instructions are available on request
	Latest	**TECHNICAL BULLETINS** As issued by Eskom's Distribution Technology, Simmerpan **Important Note:** Copies of the relevant Technical Bulletins are available on request
		BUSINESS CONDUCT
ESKADABD7	1	Business Conduct: Suspending Supplier from Eskom's Supplier Lists Eskom Business Conduct Policy and Guidelines
TQSNK008	Latest	Checklist of Eskom Qualified Suppliers List of Eskom Qualified Suppliers
		Copies of the above are available on request from Eskom's Bid Advice Centre, Procurement Department, 25 Valley View Road, New Germany – The Supplier Evaluation Officer
		SAFETY
SCSPVABF3	2	Occupational Health and Safety Requirements to be met by Contractors and Sub-Contractors employed by Eskom
DPC 34-333	Rev 1	Health and Safety Requirements to be met by Principal Contractors Employed by Eskom Distribution
OPR 6204	Latest	Eskom's Operating Regulations
TDQES001	Latest	Authorisation of Contractors / Eskom Staff
SCSPVABP43	0 (B)	Management of Substance Abuse
SCSPVABM9	Latest	Co-ordination of Safety on Capital Projects
SCSASAAW8	Latest	Standards Applicable to Contractors Working in Close Proximity to Live Apparatus
SCSSCABA5	Latest	Specification for a Fall Arrest System
SCSASABW3	Latest	Standard for a Fall Arrest System
SCSPVACL6	Latest	Procedure for Using a Fall System

DOCUMENT NUMBER	REVISION	TITLE
		QUALITY ASSURANCE

ESKADAAC2	3	Eskom's Directive on Quality Assurance
ESKPVAAZ1	1	Quality Requirements for the Procurement of Assets, Goods and Services
		Quality Management, Checklist and Handover Procedure for Electrification, Major Reticulation and Minor Works
		ENVIRONMENTAL
ESKPVAAZ1	Latest	Environmental Management Programme (EMP) Procedure
ESKPAAD6	Latest	Environmental Management Policy
ESKPBAAE4	Latest	Distribution Group Environmental Statement
ESKPBAAJ4	Latest	Water Management Policy
ESKPBAAD4	Latest	Herbicide Management Policy
ESKPBAAC4	Latest	Waste Management Policy and Strategy
NWS.1494	3	Fire Prevention and the Protection of Contractor's Premises on New Works Sites
DGL 34-190 DISADABQ9	Rev 0	Access to Farms (Includes Strategy on Dealing with Game Farms)
Act No. 73 of 1989	Latest	Environmental Conservation
Act No. 63 of 1970	Latest	Mountain Catchment / Water Catchment Areas Act
Act No. 43 of 1983	Latest	Agricultural Resources Act
Act No. 31 of 1963	Latest	Fencing
Act No. 122 of 1984	Latest	Forest
Act No. 105 of 1991	Latest	Game Theft Act

Eskom Holdings Limited's Standards and Specifications are available at www.eskom.co.za and all Procurement offices.

Conflict between specifications and drawings

Should there be conflict between the specification and drawings, then documentation shall be considered in the order of priority set out below:

- Bid Correspondence / Minutes / Site Instructions
- *Works* Information
- Drawings
- Distribution Standard

Should the *Contractor* note any inconsistency between the specification and drawings he shall notify the *Project Manager* and obtain clarification or instructions prior to collecting and installing materials and plant for the work

15. DRAWINGS

Refer to Bill of Materials for Eskom Standard electrical structures (DDT Structures) that are applicable to this contract

C4: Site information

eMangwaneni is situated in WARD 3 of central KwaZulu Natal around the town of Bergville. The project area has adequate road access and electricity infrastructure in existence. A summary of conditions likely to be encountered on site is given below:

Climate	Hot with thunderstorms in summer, cold and dry in winter
Altitude	From 1010m to 1200m
Ambient temperature	From 0^0 to 50^0 C
Maximum relative humidity	98%
Lightning	9.0 ground flashes/km^2/year
Rainfall	Very Low
Vegetation	Sparse bushes with trees
Agriculture	maze/subsistence farming
Topography	Undulating
Soil type	medium soils

The Service Provider shall familiarize himself with the following before commencement of the project:

- All reports, drawings and information forwarded by the Employer.
- **Physical conditions within the site and surroundings.**
- Publicly available information about the site and surroundings.
- Information about piped and other services below the surface of the site.
- Buildings and structures that are within and adjacent to the site.
- Atmospheric and environmental data.
- Rainfall season and access restriction as a result of wet conditions.

C5.1 FUNCTIONALITY CRITERIA
FUNCTIONALITY SCORE CARD AND STAGE 2 (FUNCTIONALITY):

A. FUNCTIONALITY

Key aspect of criterion	Evaluation criterion	Remarks	Points	Awarded points
Site Agent or Foreman CV	Site Agent or Foreman has more than 5 years' experience in the field relevant to the project. (Attach CV). Qualification to Include Eskom KZN OU approved MV & LV Authorization and Operating permits linked to the Company. Attached Certified Copies Trade test (linked to Company with DOL letter), Valid ORHVS, Identity Document	All Certificates Insufficient Certificates	15 0	
Safety Officer CV	Safety Officer has more than 3 years' experience in the relevant field (Attach CV and Qualifications from recognized institutions)	3 years + Qualifications No Experience and Qualification	15 0	
Trainings and Competencies/attached Valid Certificate linked to bidding Company.	Truck Mounted Crane Operator x 2 Truck Mounted Drill Operator x 1 Risk Assessor x 2 First Aider x 2 Fire Fighter x 2 Prepayment Meter Training x 2	All Certificate attached Valid and certified compulsory No or Missing certified certificate	20 0	
Plant and Equipment	Bakkies, Attached Proof of Ownership e.g. Logbooks (Certified) or Hire Letter from hiring company must be on the letter head =3 Trucks with mounted Crane 3T Minimum Attached Proof of Ownership e.g Logbooks (Certified) or Hire Letter from hiring company must be on the letter head = 2 Truck with Rock drilling Machine or Standalone rock drilling Machine =1	All Owned Plant and Equipment Logbooks attached and Certified Leasing Plant and Equipment	15 10	

Traceable project experience	Provided four traceable projects of similar nature in the past 7 years (Attach letters of appointments, reference letter and completion certificates)	Good	20	
	Provided two traceable projects of similar nature in the past 7 years. (Attach letters of appointments, reference letter and completion certificates)	Fair	10	
	Provided no traceable similar projects	Poor	0	
Methodology Proposed Work Plan including Time lead Programme Plan	The Programme is presented in such a way that one can get the flow of tasks. (Attach programme)		10	
	The Programme is acceptable but lacks proper linkages of tasks. (Attach programme)		5	
	The Programme does not address the project needs. (Attach programme)		0	
The Business is located within the boundaries of the uThukela District Municipality- Municipality Bill on Company Name or Lease Document and copy of Bill.		Attached proof of location e.g Municipal Bill or Lease agreement if renting and rates clearance letter from the land Lord	5	
		Total	**100**	

OKHAHLAMBA LOCAL MUNICIPALITY • UMKHANDLU WENDAWO Home of Heritage and Tourism	**OKHAHLAMBA LOCAL MUNICIPALITY** BID NO.: 8/1/1/4/17 – TEC 04/2026 **APPOINTMENT OF A CONTRACTOR FOR eMANGWANENI ELECTRICIFCATION FOR 140 CONNECTIONS (INFILLS) IN WARD 3 – PHASE 1**

PLEASE NOTE:

1. **BIDDERS ARE REQUIRED TO PROVIDE PROOF FOR EACH OF THE FOLLOWING, NAMELY COMPANY REGISTRATION, QUALIFICATIONS DOCUMENTS, AND REFERENCE LETTERS FOR PREVIOUSLY COMPLETED PROJECTS. FAILURE TO DO SO WILL RENDER THE BID INVALID.**

2. **BIDDERS NEED TO SCORE A MINIMUM OF 70 POINTS OUT OF 100 (i.e. 70%) TO BE ELIGIBLE.**

3. **10% OF THE WORK WILL HAVE TO BE SUB-CONTRACTED TO LOCAL SERVICE PROVIDERS (CIDB REGISTERED AND COMPLIANT SERVICE PROVIDERS) EITHER ON COUNCIL'S CDP PROGRAM OR COUNCIL'S DATABASE.**

BID SUBMISSION NOTES.

THE FOLLOWING DOCUMENTS ARE MANDATORY:

1. PROOF OF REGISTRATION ON THE NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD)
2. MUNICIPAL RATES AND SERVICE CHARGES STATEMENTS WHERE THE COMPANY IS LOCATED.
3. VALID TAX CLEARANCE CERTIFICATE OR COMPLIANCE CLEARANCE PIN FOR EACH COMPANY.
4. BBBEE CERTIFICATE/JV BBBEE CERTIFICATE IF THE COMPANY IS A JOINT VENTURE.
5. JOINT VENTURE AGREEMENT IF THE COMPANY HAS ENTERED A JOINT VENTURE AND SPECIFYING THE NAME OF THE SIGNATORY IN THE JV.
6. ENTITY'S COPY OF REGISTRATION WITH THE REGISTRAR OF COMPANIES, CLOSE CORPORATION
7. PROFILE OF MEMBERS OF THE IMPLEMENTING AGENT WITH THEIR QUALIFICATION.
8. CIDB
9. COMPANY FANACIALS -BANK STANDING CODE

FORM OF ACCEPTANCE

DEPARTMENT: _____

FORM OF BID: _____

To: **Municipal Manager**
Okhahlamba Local Municipality
Bergville
3350

1 I/we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to the Okhahlamba Local Municipality on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.

2 I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the Okhahlamba Local Municipality during the validity period of 90 days indicated and calculated from the closing time of bid;

2.1 this bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;

2.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;

2.3 If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

2.4 I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;

2.5 this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us; that this contract or part thereof shall not be ceded;

2.6 the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose Domicilium citandi et executandi in the Republic at (full address of this place):

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

3 I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfilment of this contract.

4 I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

1. Are you duly authorised to sign the bid? *

2. Has the Declaration of Interest been duly completed and included with the other bid forms *

*Delete whichever is not applicable

SIGNATURE: _____

DATE: _____

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

_____

TELEPHONE NUMBERS: _____

FACSIMILE NUMBERS: _____

BID NUMBER: _____

NAME OF CONTACT PERSON: _____

OKHAHLAMBA LOCAL MUNICIPALITY • UMKHANDLU WENDAWO Home of Heritage and Tourism	**OKHAHLAMBA LOCAL MUNICIPALITY** BID NO.: 8/1/1/4/17 – TEC 04/2026 **APPOINTMENT OF A CONTRACTOR FOR eMANGWANENI ELECTRICIFCATION FOR 140 CONNECTIONS (INFILLS) IN WARD 3 – PHASE 1**

Refer to the under-mentioned important Conditions:

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaire and specifications in all respects, may invalidate the bid.

2. Bids should be submitted on the official forms and should not be qualified by the bidders' own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidders' own conditions of bid, when called upon to do so, may invalidate the bid.

3. If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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DEFINITIONS

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is 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, 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 consignee’s store or to his site”
means delivered and unloaded in the specified store or depot or on the specified site in compliance with the

conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services,
such as installation, commissioning, provision of technical assistance, training, catering, gardening, security,
maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "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 indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, 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 on the municipality/municipal entity 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 supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the
purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

(b) A cashier's or certified cheque.

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

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's

premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or 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 clauses 8.2 and 8.3 show the goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods 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 goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation

during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness
of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly

provided for in the contract, including additional requirements, if any, 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 supplier 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 supplier 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 supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract and;

(b) In the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements and;

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

16.2 The supplier 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 supplier.
16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable 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.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable 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. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required
to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the

contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for

each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

(a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by purchaser pursuant to GCC Clause 21.2;

(b) If the supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) The date of commencement of the restriction
(ii) The period of restriction; and

(iii) The reasons for the restriction.

(iv) These details will be loaded in the National Treasury's central database of

(v) Suppliers or persons prohibited from doing business with the public sector.

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

According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such

anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to

perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier for goods
delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or

(b) Interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(c) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary

mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

32. Taxes and duties

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

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

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

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and

possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

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

OKHAHLAMBA LOCAL MUNICIPALITY • UMKHANDLU WENDAWO Home of Heritage and Tourism	**OKHAHLAMBA LOCAL MUNICIPALITY** BID NO.: 8/1/1/4/17 – TEC 04/2026 **APPOINTMENT OF A CONTRACTOR FOR eMANGWANENI ELECTRICIFCATION FOR 140 CONNECTIONS (INFILLS) IN WARD 3 – PHASE 1**

MBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of Bidder……	Bid Number……..
Closing Time ……. …..	Closing Date ……

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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

2 Required by: …….

- At: …….

……

3 Brand and Model …….

4 Country of Origin …….

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

5 If not to specification, indicate deviation(s) …….

6 Period required for delivery …….
*Delivery: Firm/Not firm

7 Delivery basis …….

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
*Delete if not applicable

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:……..

3.2 Identity Number: …….

3.3 Position occupied in the Company (director, trustee, hareholder[2]):……..

3.4 Company Registration Number: …….

3.5 Tax Reference Number:……

3.6 VAT Registration Number: ……

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars. ……

……

[1]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.

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.

…….

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? …… **YES / NO**

3.10.1 If yes, furnish particulars.

……

……

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

……

……

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

……

……

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

……

……

3.14 Do you or any of the directors, trustees, managers, principle shareholders, stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

……..

……..

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

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Full Name	Identity Number	State Employee Number

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

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MBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to this bid:

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable or

1.3 Points for this bid shall be awarded for:

(a) Price; and
(b) Specific contract participation goals, as specified in the attached forms.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED ARE INDICATED PER THE TABLE BELOW.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof to be attached
Race: 100% Black ownership – 10 points 51% - 99% ownership – 5 point 0-50% ownership - 0 point	10		CK Document
Gender : *Women – 2 points	02		ID Copies
Youth (18 – 35years) – 2 points	02		ID Copies
Disabled - 1 points (medical document proof provided)	01		Medical Certificate
Geographical Location (Enterprises located in:- *UThukela district- 5 *Provincial (Kwazulu Natal) - 3 *National (outsider KZN) – 0	05		CSD and utility bill or lease agreement or affidavit confirming proof of residence

Total Specific Goals = _____

NB: Proof must be attached for claimed points.

- **CK Document**
- **Certified ID Copy**
- **Proof of Residents**
- **Medical Certificate (if applicable)**

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm……

4.4 Company registration number: ……...

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(i) This Municipal Bidding Document must form part of all bids invited.

(ii) 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.

(iii) The bid of any bidder may be rejected if that bidder, or any of its directors have:

abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system; been convicted for fraud or corruption during the past five years; wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or been listed in the Register for BID Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

(iv) In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for BID Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for BID Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.** *(v)*	Yes	No

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

……... **……..**
Signature **Date**

…… **……..**
Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

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

2. 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.

3. 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.

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

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

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

MBD 9

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

MBD 9

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[3] 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.

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**

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

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PARTICULARS OF BIDDER

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder: _____

Postal Address: _____

_____

Street Address: _____

_____

Telephone Number: _____

Code _____Number_____

Cell phone Number: _____

Facsimile Number Code: _____ Number: _____

E-mail Address: _____

Contact Person: _____

Company / Enterprise Income Tax Reference Number: _____

Vat Registration Number: _____

Company Registration No: _____

Are you the accredited Representative in South Africa for the
Goods / services offered by you?

YES / NO (If YES enclose proof)

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: _____

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Date: _____

Duly authorised to sign on behalf of: _____

Address: _____

_____

Telephone Number: _____

Banking Details:

Name of Bank: _____

Account Number: _____

Branch Code: _____

C5.3 SPECIAL CONDITIONS OF BID

1. SOURCE OF FUNDING

Funding has been secured from the DEPARTMENT OF MINERAL RESOURCES AND ENERGY.

2. SCOPE OF CONTRACT

This contract comprises of the appointment of a service provider for the electrification of households at eMangwaneni Village Phase 1 (ward 3).

3. PRICE AND ESCALATION

The prices quoted shall be fixed for the duration of the contract.

4. DURATION OF CONTRACT

The duration of this contract is for a period of four (4) months.

1. PAYMENTS

All payments will be made to the service provider within thirty (30) days of receipt of an invoice. All invoices should be submitted by the 15th of each month.

2. SERVICE LEVEL AGREEMENT

6.1 A service level agreement will be entered into with the successful Bidder.

6.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of acceptance by the successful Bidder."

6.3 Service level agreement entered into with the successful Bidder will capture the time frames or performance applying to this contract.

6.4 Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:

i) cancel it's acceptance of the Bid, or
ii) extend the negotiation period without prejudice to any of it's other rights in terms of this contract or common law.

3. PENALTIES

In the event of non-compliance with the agreed time frames, Penalty fees in the amount of R3,000.00 (Three Thousand Rands only) (excl. VAT) per day will be deducted in lieu of each day the successful Bidder fails to render its service in respect of the Bid. Penalties will be applied for failure to comply with the conditions attached to this Bid. These penalties are more fully described in the Service Level Agreement.

4. BID VALIDITY

This Bid shall not be withdrawn during a period of ninety (90) days from the date on which is to be lodged and it may be accepted at any time during that period.

5. BID COMPLIANCE

The Bid must comply with the following:

- Bid must be on the official schedule of quantities
- VAT must be indicated separately.
- This Bid or part thereof may not be ceded.

6. PERFORMANCE SECURITY

- A fixed amount of 10% in respect of Performance Security is applicable in respect of each Bid and must apply for the duration of the contract.

- The Performance Security shall be secured within thirty (30) calendar days of award of the Bid and shall apply from the date of award of the Bid.

- The Performance Security submitted has to be approved by the Okhahlamba Local Municipality.

7. PROGRAMME

It is compulsory to submit a program of confirmed activities to be undertaken within fourteen (14) days after the confirmation of the order, and fortnightly progress report.

8. RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the Bid

9. OTHER MATTERS

- Bidders must also submit three year audited financial statements of the company.

- Bidders must certify that he/she has no outstanding debts due to the Municipality where the Bidder originates and any other Municipality or any service provider.

10. LOCAL LABOUR AND SMME POLICY

Where the execution of the specifications/scope of work requires sub-contracting, Bidders are required to source local labors in terms of the Municipality's SMME policy.

Bidders awarded contracts of an amount greater than or equal to **R1,000,000.00** must sub-contract at least 30**%** of the contract to local Service Providers, where sub-contracting is necessary to execute the contract.

Bidders awarded a contract of an amount greater than or equal to **R1,000,000.00** must include **50%** local labour in their staff component.

The employment of local labour shall be sourced within the wards of the Okhahlamba Local Municipality in terms of EPWP.

11. SITE MEETINGS

Once construction has commenced, **compulsory** progress meetings are to be held on site between the consultant, Service Provider and team, once every 2 weeks (14 days).

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CHECK LIST

NO	DESCRIPTION	TICKED BY BIDDER	TICKED BY MUNICIPAL REPRESENTATIVE
1	Initial/ Sign of all pages		
2	Closing/ Bid Submission at ….		
3	Returnable documents completed		
4	Form of bid completed		
5	Pricing Schedule completed		
6	All witnesses signed where it required		
7	Bid Declaration with regard to Equity completed		
8	Particulars of Bidders Completed		
9	Bid Declaration of interest Completed		
10	Declaration of Bidders Past SCM Practice MBD Form 8 completed		
11	Certificate of Independent Bid Determination MBD Form 9 completed		
11	Municipal Rates attached		

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EPWP PROJECT FILE CHECKLISTSERVICE PROVIDERS

Project Name: _____

Project Profiled ID: _____

Region/Location: _____

No	Item	Submitted (Y/N)	Comments
1.	Beneficiary/Worker/Participant capture form.		
2.	Payment upload.		
3.	Training capture form (if there is Training provided)		
4.	Attendance registers for workers on – site.		
5.	Employment Contracts (Applies to new work opportunities created).		
6.	Certified copies of IDs (submitted once if new employee has been appointed).		
7.	ID Photos (submitted once if new employee has been appointed))		
8.	Proof of UIF and COIDA registration (submitted once if new employee has been appointed)		
9.	Proof of Payment by Service Provider.		
10.	Payroll Register.		
11.	Business Plan (submitted once at an initial stage of a project).		
12.	Acknowledgement of receipt of payment (Applies where there is no payslip or proof of payment).		

Checked by : _____

Signature : _____

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