

RICHMOND LOCAL MUNICIPALITY



COMPLETION OF SMOZOMENI P6 ELECTRIFICATION PROJECT

TENDER NO.: RLM: 17/2025/2026

PREPARED BY: RICHMOND LOCAL MUNICIPALITY PRIVATE BAG 1028 RICHMOND 3780 Tel: 033 212 2155 Fax: 033 212 4668	ISSUED BY: RICHMOND LOCAL MUNICIPALITY PRIVATE BAG 1028 RICHMOND 3780 Tel: 033 212 2155 Fax: 033 212 4668
NAME OF BIDDER	
.....	
TOTAL BID PRICE (Incl VAT & 10% CONT)	
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RICHMOND LOCAL MUNICIPALITY

COMPLETION OF SMOZOMENI ELECTRIFICATION PROJECT CONTENTS

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EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fulfilment

2. Conditions of Tender / Bid

- 1) Seal the tender offer in a marked envelope. The envelope must state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address on the reverse side. (Please see advert as appeared in media for guidance).
- 2) Prospective tenderers are duly advised that the Richmond Municipality herein referred to as the "client/employer" elsewhere in this document is procuring the services of a Contractor that meets the requirements of the **CIDB, SABS 1200, COLTO, SANS1921, GCC 2010 2nd Edition, EPWP, GCC 2015** and subsequent amendments and their referring specifications relating to their relevant clauses.
- 3) It is therefore understood that prospective tenderers are of a professional entity that have the abovementioned documentation in their company records and are well versed and up to speed with the relevant amendments.
- 4) In addition to the above, the Richmond Municipality herein referred to as the "client/employer" elsewhere in this document is promoting the services of **Local Enterprises** located within the boundaries of Richmond in terms of its Local Economic Development Initiatives unless otherwise stated. Should a prospective tenderer not comply with the conditions as set out elsewhere in this document he/she will be considered **non-responsive**.
- 5) Labour schedules in accordance with the EPWP template together with supporting documents should be submitted before the 3rd of every month. **IMPORTANT: Non-submission of required information will result in payment certificates/ invoices not being processed for payment.**
- 6) **Performance** of the appointed Contractor will be based on the conditions of the relevant document as stated above or as stated elsewhere in this document. A demerit system is also being implemented and non-compliance may result in contractor being negatively recorded on Richmond Local Municipality's SCM Schedule. This may result in future prospects with the Richmond Local Municipality being adversely affected.
- 7) In terms of the above the Richmond Municipality reserves the right to **terminate** the contract/services should non-compliance of any of the above clauses in the abovementioned documentation be cited, after following due process to remedy any defaults.
- 8) Certified documents are not to be more than **six (6) months old**.
- 9) Please ensure that compliance is required when filling out this tender document failure to do so will result in your tender being regarded **as non-responsive**.
- 10) In addition to (7) above and specific to the preferred tenderer who will be closely monitored, and should **POORPERFORMANCE** be noted, the Richmond Municipality reserves the right to **cancel the agreement**.
- 11) **All supporting documents are to be STAPLED at the front page of this tender document.**

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

**RICHMOND LOCAL MUNICIPALITY
COMPLETION OF SMOZOMENI ELECTRIFICATION PROJECT**

THE ENTIRE TENDER DOCUMENT MUST BE SUBMITTED

THE FOLLOWING DOCUMENTS CONTAINED IN THE TENDER DOCUMENT MUST BE COMPLETED AND SUBMITTED BY TENDERERS:

- MBD 1
- MBD 2
- MBD 4
- MBD 6.1
- MBD 8
- MBD 9
- COMPULSORY SITE INSPECTION
- RECORD OF ADDENDA
- COMPULSORY ENTERPRISE QUESTIONNAIRE
- CERTIFICATE OF AUTHORITY FOR JOINT VENTURE
- SCHEDULE OF PLANT & EQUIPMENT A
- SCHEDULE OF PLANT & EQUIPMENT B
- SCHEDULE FOR MATERIAL & LABOUR
- AMENDMENTS AND QUALIFICATIONS
- FORM OF OFFER AND ACCEPTANCE
- BILL OF QUANTITIES

THE FOLLOWING ADDITIONAL DOCUMENTS MUST ALSO BE SUBMITTED BY TENDERERS:

- TAX CLEARANCE CERTIFICATE (*FOR EACH PARTY OF JOINT VENTURE*)
- PROOF OF ENTERPRISE OWNERSHIP (*FOR EACH PARTY OF JOINT VENTURE*)
- OWNERS ID DOCUMENT (CERTIFIED COPIES NOT OLDER THAN 6 MONTHS) (*FOR EACH PARTY OF JOINT VENTURE*)
- CIDB GRADING (*FOR EACH PARTY OF JOINT VENTURE*)
- MINIMUM OF 3 APPOINTMENT LETTERS TOGETHER WITH REFERENCE LETTERS FOR SIMILAR NATURE CIDB GRADING
- CVs OF PROJECT STAFF
- QUALIFICATIONS OF PROJECT STAFF (CERTIFIED COPIES NOT OLDER THAN 6 MONTHS)
- LETTER OF COMMITMENT TO LED OBJECTIVES (SIGNED AND ON BUSINESS LETTERHEAD)
- STATEMENT OF ACCOUNT/RATES (MUNICIPALITY ACCOUNT) OR LEASE AGREEMENT
- CSD REPORT
- LETTER OF GOOD STANDING
- ORIGINAL BANK LETTER FROM A REGISTERED FINANCIAL INSTITUTION
- PROOF OF DATABASE REGISTRATION WITH ESKOM
- REFERENCE LETTERS AS PER FUNCTIONALITY

NB. FAILURE TO COMPLETE AND SUBMIT ANY OF THE ABOVE DOCUMENTS MAY RENDER A BID AS NON-RESPONSIVE

3.1 Returnable Schedules that will be incorporated into the contract

- Prefencing Schedule (direct preferences) / Prefencing Schedule (contract participation goals)
- Schedule of Quantities

3.2 Other documents that will be incorporated into the contract

- Drawings

Please note that the PDF drawings will be supplied with the tender document at the briefing.

3.3 The offer portion of the C1.1 Offer and Acceptance

C1.2 Contract Data (Part 2)

C2.2 Bills of quantities

3.1 Check list of returnable documents

(Please tick box once all the documents have been submitted).

DESCRIPTION	TICK
MBD 1	
MBD 2	
MBD 4	
MBD 6.1	
MBD 7.2	
MBD 8	
MBD 9	
COMPULSORY SITE INSPECTION	
RECORD OF ADDENDA	
COMPULSORY ENTERPRISE QUESTIONNAIRE	
CERTIFICATE OF AUTHORITY FOR JOINT VENTURE	
SCHEDULE OF PLANT & EQUIPMENT A	
SCHEDULE OF PLANT & EQUIPMENT B	
SCHEDULE FOR MATERIAL & LABOUR	
AMENDMENTS AND QUALIFICATIONS	
FORM OF OFFER AND ACCEPTANCE	
FORM OF GUARANTEE	
BILL OF QUANTITIES	
TAX CLEARANCE CERTIFICATE (FOR EACH PARTY OF JOINT VENTURE)	
PROOF OF ENTERPRISE OWNERSHIP (FOR EACH PARTY OF JOINT VENTURE)	
OWNERS ID DOCUMENT (CERTIFIED COPIES NOT OLDER THAN 6 MONTHS) (FOR EACH PARTY OF JOINT VENTURE)	
CIDB GRADING (FOR EACH PARTY OF JOINT VENTURE)	
EXPERIENCE ON PROJECTS OF SIMILAR NATURE IN THE PAST 5 YEARS AND CIDB GRADING	
CVs OF PROJECT STAFF	
QUALIFICATIONS OF PROJECT STAFF (CERTIFIED COPIES)	
LETTER OF COMMITMENT TO LED OBJECTIVES (ON BUSINESS LETTERHEAD)	
STATEMENT OF ACCOUNT	
CSD REPORT	
COMPULSORY SCHEDULE OF SUBCONTRACTORS	
ORIGINAL BANK LETTER FROM A REGISTERED FINANCIAL INSTITUTION	
REFERENCE LETTERS AS PER FUNCTIONALITY	
PROOF OF DATABASE REGISTRATION WITH ESKOM	

I _____ ID NUMBER _____ HAVE SUBMITTED

THE ABOVEMENTIONED DOCUMENTATION TO THE TENDER DOCUMENT

Signature

4. TENDER
COMPLETION OF SMOZOMENI P6 ELECTRIFICATION PROJECT
TENDER NUMBER: 17/2025/2026

Bids are hereby invited by Richmond Local Municipality seeks to appoint a qualified and experienced service provider for the Completion of Smozomeni P6 Electrification Project

Bidders who are registered with CIDB, in a contractor grading equal than a contractor grading of **3EP or Higher** will be eligible to bid.

Only bidders who are registered with National Treasury Suppliers Database (CSD) will be eligible to bid.

Bid documents must be reserved in writing, through the office of the Supply Chain Management (SCM) email: **sandile.sithole@richmond.gov.za. by 17 June 2026 before 16h00.**

A compulsory briefing session will be held on **Friday, 19 June 2026 at 10h00** am and will be held at the Council Chamber, Richmond. The briefing session will then be followed by a site visit which forms part of the compulsory briefing. Tender documents will be available on the day of the briefing.

A non-refundable fee of **R611.50** is payable for each bid document of which only cash will be accepted, bid document may be obtained from the Budget & Treasury Office during normal workings hours (08h00 – 16h00) Monday to Friday at Municipal Offices, 57 Shepstone Street Richmond as from the date of an advert.

The tender will be adjudicated via two stages of which the first stage will be functionality and the second stage will be **80 (price):20 (specific goals)** preference point systems. Each bidder must score a minimum of 70 points for functionality to be considered for the second stage of evaluation.

The completed tender documents complying with the conditions of tender must be sealed and endorsed **COMPLETION OF SMOZOMENI P6 ELECTRIFICATION PROJECT, TENDER NUMBER RLM: 17/2025/2026** and must be hand delivered and deposited in the official tender box located at the reception area of the Richmond Municipality at 57 Shepstone Street during the office hours from 08h00 to 16h00 Monday to Friday.

The closing date for the tender is **26 June 2026 at 10h00 am** which will be followed by a public opening. Facsimile, electronic and late bids will not be accepted. Documents received post-closing date and time will be returned unopened.

Enquiries are to be directed as follows: (a) Technical Enquiries Ms. Z Vilakazi on Tel: (033) 212 2155 or e-mail: Zamaswazi.@richmond.gov.za (b) SCM/ Bid Document Enquiries Mr Sandile Sithole on Tel: (033) 212 2155, or e-mail sandile.sithole@richmond.gov.za.

The Richmond Municipality is not obliged to accept the lowest bid or any part thereof and in addition reserves the right not to accept any bid and therefore retains the right not to proceed herein.

MUNICIPAL MANAGER
BE MSWANE

5. SCOPE OF WORKS

The Municipality seeks to appointing a suitably qualified and experienced Electrical Construction Contractor for the completion of the Smozomeni P6 Electrification Project.

The project comprises the completion of outstanding electrification infrastructure, commissioning, testing, stakeholder coordination, and project close-out activities required to ensure successful energisation and handover of the project in compliance with Eskom standards.

As part of the contract requirements, the appointed Contractor shall include within its team a suitably qualified and registered Professional Electrical Engineer as a project leader, who will be responsible for all electrical engineering services associated with the project.

The Contractor shall provide the following deliverables:

- Design review
- Eskom stakeholder engagement
- DRT meeting
- Design amendments
- As-built
- Completion of all outstanding Medium Voltage (MV) and Low Voltage (LV) electrification infrastructure.
- Installation of poles, transformers, conductors, stay wires, cross-arms, insulators, and associated electrical equipment as required.
- Installation of service connections and customer connection infrastructure.
- Installation of prepaid smart meters and meter boxes where applicable.
- Installation of earthing and lightning protection systems.
- Construction of any outstanding reticulation networks.
- Rectification of defects and non-compliant works identified during project implementation.
- Supply of all labour, materials, equipment, tools, and plant necessary for the completion of the works
- Testing and commissioning
- Energising
- Project close-out and handover

6. EVALUATION OF THE TENDER

The tender will be adjudicated into two stages, of which the first stage will be **functionality**, and the second stage will be the 80/20 preference point system.

6.1 First stage of evaluation: : Functionality

Tenderers that score less than 70% of the points will *not* be considered further.

	Description	Verification Method	Points	Weight
1	PROOF OF EXPERIENCE IN ELECTRICAL INFRASTRUCTURE PROJECTS (I.E. ELECTRIFICATION, INFILLS RELATED PROJECTS) PROJECTS COMPLETED WITHIN LAST 5 YEARS. A MAXIMUM NO. OF 3 SIGNED APPOINTMENT LETTERS OR PURCHASE ORDERS AND COMPLETION CERTIFICATES / LETTERS FROM THE MUNICIPALITY ENVIRONMENT ARE TO BE SUBMITTED AS A VERIFICATION			
	Three projects	To claim points bidders are to provide appointment letter and completion certificate, each project will give the bidder 10 points	30	30
	Two projects		20	
	One project		10	
2	QUALIFIED PROFESSIONAL STAFF IN THE ELECTRICAL ENGINEERING FIELD			
	Project Leader with a B Tech or B.Sc in Electrical Engineering (Min. NQF 7), Certified ID copy and 5 years' and above experience with ECSA registration as Professional Engineer or Professional Technologist	To claim points, bidders are to provide curriculum vitae and certified copies of certificates to be attached, points allocated.	20	20
	Project Leader with a B Tech or B.Sc in Electrical Engineering (Min. NQF 7), Certified ID copy and 3 years' experience with ECSA registration as Professional Engineer or Professional Technologist		15	
Project Leader with a B Tech or B.Sc in Electrical Engineering (Min. NQF 7), Certified ID copy and 3 years' and above experience with ECSA registration as Candidate Engineer	10			
3	QUALIFIED SITE CONSTRUCTION MANAGER IN THE ELECTRICAL ENGINEERING FIELD			
	Construction Manager with a N.Dip in Electrical Engineering (Min. NQF 6 or N6), Certified ID copy and 5 years' and above experience with trade test with 5 years' experience.	To claim points curriculum vitae and certified copies of certificates to be attached, points allocated	10	10
Construction Manager with a N.Dip in Electrical Engineering (Min. NQF 6 or N6), Certified ID copy and 3 years' experience with trade test with 3 years' experience.	5			
4	FOREMAN IN THE ELECTRICAL ENGINEERING FIELD			
	4 years and above experience in electrification projects and must have a certificate for working on overhead lines, and to be in possession of Authorization as a Responsible person (HVREGS/ Permit holder) Certificate.	To claim points curriculum vitae with proof of experience including reference phone numbers and certified copies of	10	10

COMPLETION OF SMOZOMENI P 6 ELECTRIFICATION PROJECT

	3 years experience in electrification projects and must have a certificate for working on overhead lines, and to be in possession of Authorization as a Responsible person (HVREGS/ Permit holder) Certificate, supervisory skills certificate.	certificates to be attached.	5	
	PROOF OF PLANT OWNERSHIP/PLANT LEASE AGREEMENT (10 POINTS PER TYPE OF PLANT)			
5	Truck-Mounted Cranes	To claim points proof of ownership should be attached (logbook/proof purchase), when	5	15
	Utility Service Van		5	
	Staff Transport		5	
	ANNUAL FINANCIAL STATEMENTS (AFS)			
6	Annual Financial Statements	Contractors are to attach a copy of the Annual Financial Statements	1 5	15
Total Points Claimed				100

6.2 The second stage of evaluation

Point system of 80/20 and will be allocated as follows

No.	DESCRIPTION	POINTS
1	Price	80
2	Specific Goals	20
		100

RICHMOND LOCAL MUNICIPALITY

COMPLETION OF SMOZOMENI P6 ELECTRIFICATION PROJECT

6. MBD: Procurement Documents:

The following MBD Procurement Documents form part of the mandatory returnable documents.

**PART A
INVITATION TO BID**

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

BID NUMBER:	RLM 17/2025/2026	CLOSING DATE:	26 JUNE 2026	CLOSING TIME:	10H00
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DESCRIPTION | COMPLETION OF SMOZOMENI P 6 ELECTIFICATION PROJECT

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

57 SHEPSTONE STREET

RICHMOND

3780

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

COMPLETION OF SMOZOMENI P 6 ELECTRIFICATION PROJECT

<p align="center"><u>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</u></p>	<p align="center"><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p align="center"><u>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</u></p>	<p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER PART B:3]</p>
<p align="center"><u>TOTAL NUMBER OF ITEMS OFFERED</u></p>		<p align="center"><u>TOTAL BID PRICE</u></p>	<p align="center">R</p>
<p align="center"><u>SIGNATURE OF BIDDER</u></p>	<p align="center">.....</p>	<p align="center"><u>DATE</u></p>	
<p align="center"><u>CAPACITY UNDER WHICH THIS BID IS SIGNED</u></p>			
<p align="center">BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p align="center">TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT</p>	<p>Finance</p>	<p>CONTACT PERSON</p>	<p>Z. Vilakazi</p>
<p>CONTACT PERSON</p>	<p>Sandile Sithole</p>	<p>TELEPHONE NUMBER</p>	<p>033 212 2155</p>
<p>TELEPHONE NUMBER</p>	<p>033 212 2155</p>	<p>FACSIMILE NUMBER</p>	<p>033 212 4668</p>
<p>FACSIMILE NUMBER</p>	<p>033 212 4668</p>	<p>E-MAIL ADDRESS</p>	
<p>E-MAIL ADDRESS</p>	<p>Sandile.sithole@richmond.gov.za</p>	<p>zamaswazi.vilakazi@richmond.gov.za</p>	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART</p>

B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

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

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

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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, hareholder²):

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.

.....

¹MSCM 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, or 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.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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 systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- (a) The applicable preference point system for this tender is the 80/20 preference point system

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (b) Price; and
- (c) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender 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 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest 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, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE which is at least 51% owned by black people (x5 points)				
An EME or QSE which is at least 51% owned by black people who are women (x5 points)				
An EME or QSE which is at least 51% owned by black people who are youth (x5 points)				
An EME or QSE which is at least 51% owned by black people residing within the jurisdiction: Within Richmond Municipality = 05 Within the District = 03 Within KZN = 02 Outside the Province = 01				

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.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

COMPLETION OF SMOZOMENI P 6 ELECTRIFICATION PROJECT

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;

 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit or not to submit, a bid;
 - (d) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (e) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

RICHMOND LOCAL MUNICIPALITY

T 1.1 NOTICE OF COMPULSORY SITE INSPECTION

A **compulsory briefing session will** be held on **19 June2026** at **10h00 am** and will be held at the Council Chamber, 57 Shepstone Street, Richmond 3780. The briefing session will then be followed by a site visit which forms part of the compulsory briefing.

Compulsory Briefing Session

It is hereby certified that I have attended the Compulsory Briefing Session and have satisfied myself of the conditions and circumstances.

NAME OF REPRESENTATIVE:

(Please Print)

ON BEHALF OF TENDERER:

ADDRESS:

TELEPHONE NUMBER:

SIGNATURE (FOR TENDERER):

SIGNATURE (FOR CLIENT):

RICHMOND LOCAL MUNICIPALITY

COMPLETION OF SMOZOMENI P6 ELECTRIFICATION

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

Clause number	Tender Data
F.1.1	The employer is the Richmond Local Municipality.
F.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's Contract Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 5 : Richmond Municipality C4 Annexure A
F.1.3	The employer (client) is: Name: RICHMOND LOCAL MUNICIPALITY Address: 57 Shepstone Street Private Bag 1028 RICHMOND 3780 Tel: 033-212 2155 Fax: 033-212 4668 E-mail: zamaswazi.vilakazi@richmond.gov.za

- F.1.4 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:
- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a EP class of construction work; and
 - b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:
 - i) The Contractor, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation; and
 - ii) The Contractor, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to successfully execute the contract.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the EP class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a EP class of construction work.

- F.1.5 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

- F.1.6 No alternative tender offers will be considered

If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

COMPLETION OF SMOZOMENI P 6 ELECTRIFICATION PROJECT

- F.1.7 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copy.
- F.1.8 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
- Location of tender box:** Richmond Local Municipality, reception area.
Physical address: 57 Shepstone Street
Identification details: "Tender No RLM 17/2025/2026 Completion of Smozomeni P-6 Electrification"
- F.1.9 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.0 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.1 The tender offer validity period is 90 calendar days
- F.2.2 The tenderer 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.2.3 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and an **original valid** Tax Clearance Certificate issued by the South African Revenue Services.
Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
- F.2.4 Tenders will be opened immediately after the closing time for tenders at Richmond Local Municipality at **10h00 am** on 26 June 2026.
- The procedure for the evaluation of responsive tenders is as per page 8.
- Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.
- F.2.6 Tender offers will only be accepted if:
- a) the tenderer has in his or her possession an **original valid Tax Clearance** Certificate issued by the South African Revenue Services
 - b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
 - c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - d) the tenderer 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; and
 - e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- F.2.7 The number of paper copies of the signed contract to be provided by the employer is one.

Record of Addenda to tender documents

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

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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:

Section 3: CIDB registration number:

Section 4: B-BBEEE Level:.....

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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council
<input type="checkbox"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<input type="checkbox"/> a member of the board of directors of any municipal entity
<input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> 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)
<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> 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 authorized 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 Tender 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 tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; 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.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

Compulsory Schedule of Plant and Equipment Part A

The following are lists of major items of relevant plant and equipment that I / we presently own and will have available for this contract.

(a) Details of major equipment that is owned by and immediately available for this contract.

(b) Please provide proof of ownership. (Please be advised that the proof submitted must reflect name/s of the tenderer or partners to joint venture.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date _____

Name

Position _____

Tenderer

Compulsory Schedule of Plant and Equipment

Part B

(In cases where the appointed Contractor does not have that particular Plant & Equipment and it is available locally)

Richmond Municipality Local Economic Development (LED) Initiatives.

In terms of Richmond Municipality LED Initiatives it is compulsory that all Plant & Equipment (in case where the appointed Contractor does not have that particular Plant or Equipment and it is available locally) to be sourced locally. Only if all sourcing of hiring Plant & Equipment has been exhausted in Richmond, will hire of Plant & Equipment outside Richmond's boundary be justified. (Please contact the Municipality for details). The successful bidder is required to submit proof for auditing purposes to the LED Unit.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Compulsory Schedule for all Material and Labour (skilled & unskilled)

Richmond Municipality Local Economic Development (LED) Initiatives.

In terms of Richmond Municipality LED Initiatives it is compulsory that all materials, labour (skilled & unskilled) be sourced locally. Only if all sourcing of materials, labour (skilled) has been exhausted in Richmond, will sourcing outside Richmond's boundary be justified. **Documentary proof** is required to justify that no said material and said labour (skilled) is available in Richmond. The successful bidder is advised that proof of local procurement is required for auditing purposes by the LED Unit.

In addition to the above, the sourcing of labour (skilled & unskilled) will be in line with the Municipality's EPWP Beneficiary Engagement Policy. Details of which will be available on award.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Compulsory Schedule of the Tenderer's Experience

Tenderer to include **letter of reference** from clients rendering work with similar nature for CIDB applicable to this project or **completion certificate** in the past 5 years.

The following is a statement of similar work successfully executed by myself / ourselves:

Employer contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed Date _____

Name Position _____

Tenderer _____

Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

M

Signed Date

Name Position

Tenderer

KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the key personnel which he intends to utilize on the Works.

CATEGORY OF EMPLOYEE	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	NUMBER
Project Leader		
Construction Project Managers		
Foremen, Quality Control and Safety Personnel		
Others:

SIGNATURE:
 (of person authorized to sign on behalf of the Tenderer)

DATE:

CURRICULUM VITAE OF KEY PERSONNEL

[Curriculum Vitae of key personnel to be inserted here]

RICHMOND LOCAL MUNICIPALITY

COMPLETION OF SMOZOMENI P-6 ELECTRIFICATION PROJECT

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:

COMPLETION OF SMOZOMENI P-6 ELECTRIFICATION PROJECT

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions 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 PRICE INCLUSIVE OF 15% VALUE ADDED TAX AND 10% CONTINGENCIES IS:

.....
..... Rand (in words);
R (in figures)

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 to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date

Name

Capacity

for the tenderer

(Name and address of organization)

Name and signature of witness

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Date

Name

Capacity

**for the
Employer** Richmond Local Municipality
57 Shepstone Street
Richmond
3780

Name and signature Date

of witness

Part 1:2 Contract Data completed by the Employer

GCC Clause	Information
1.1.1.15	The name of the Employer is the Richmond Local Municipality
1.1.1.15.1	The address of the Employer is: Telephone: 033 212 2155 Facsimile: 033 212 4668 Address (physical): 57 Shepstone Street, Richmond Address (postal): Private Bag 1028 Richmond KwaZulu-Natal 3780
1.1.1.12 & 5.8	The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent workforce leave around the 16 th December and the first Monday of the subsequent year.

RICHMOND LOCAL MUNICIPALITY
COMPLETION OF SMOZOMENI P-6 ELECTRIFICATION PROJECT

C1.3 Form of Guarantee

TENDER NO.

WHEREAS **THE RICHMOND LOCAL MUNICIPALITY** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....
(Hereinafter called “the Contactor”) on the day of20.....
for the COMPLETION OF SMOZOMENI P-6 ELECTRIFICATION PROJECT Municipal area.

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of such Contract by the Contractor;

AND WHEREAS has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....Rand (in words); R
(in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at
on this day of 20

Signature

Duly authorized to sign on behalf of

Address

.....
.....

As witnesses:

1

2

DECLARATION (to be signed in the presence of a Commissioner of Oaths)

We/I declare that in terms of section 5(2) of the Municipal Structures Act No. 117 of 1998, which states that

“ A councilor who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose full particulars of the benefit of which the councilor is aware at the first meeting of the municipal council at which it is possible for the councilor to make the disclosure”.

FURTHER

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that the firm complies with all requirements for registration as an affirmable Business Enterprise as defined, and the contents of this affidavit are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signature:..... **Name:**.....

(1) Duly authorised to sign on behalf of

.....

Address:
.....
.....

Telephone:

Signed and sworn to before me.....

On this the.....day of.....by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his /her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths:

Designation:

Address:
.....
.....

ALL PAGES OF THIS AFFIDAVIT MUST BE INITIALED BY BOTH THE DEPONENT AND THE COMMISSIONER OF OATHS.

C2.1 Pricing Instructions

C2.1 Pricing Instructions

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with the relevant provisions of the SABS 1200 Standard Specification for Road and Bridge Works for State Authorities published by the SA Institution of Civil Engineers (SAICE).

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the SABS 1200 Standard Specifications and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specification and directives on the drawings, that set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the SABS 1200 Standard Specifications (1998 edition). Item numbers prefixed by the letter B refer to items of payment described in Part B amendments to the standard specification.

For the purposes 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 specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of measurement at which the Tenderer tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered 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.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the bill of quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the SABS 1200 Standard Specifications sub-clause 1209(a) and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract 2015, 3rd Edition. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with sub clause 1209(b) of the SABS 1200 Standard.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender 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.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. The provisions of sub clause 1209(f) of the SABS 1200 Standard Specifications shall apply in rate only items. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect or work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. Note

fractions of a cent in all rates shall be discounted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 49 of the General Conditions of Contract 2015 3rd Edition, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurement of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units. The following abbreviations are used in the Bill of Quantities.

mm	= millimetre	m ³ _km	= cubic metre_kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km_pass	= kilometre_pass	kg	= kilogram	MN	= meganewton
m ²	= square metre	t	= ton (1 000 kg)	t-km	= ton-kilometre
m ² _pass	= square metre_pass	No.	= number	hr	= hour
ha	= hectare	%	= percent	dia	= diameter
m ³	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre		

9. CONSISTENCY OF RATES

In order to ensure that payments certified by the Engineer are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Bill of quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for the item:

13.01 The Contractor's general obligations

- (a) Fixed obligations
- (b) Value_r_ elated obligations
- (c) Time_relat_ed obligations

exceeds a maximum of 15% of the Tender Sum (excluding contingencies, escalation and

VAT).

- (ii) the rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest departmental estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender sum unchanged.

C2.2 Bill of Quantities

COMPLETION OF SMOZOMENI P-6 ELECTRIFICATION PROJECT

BILL NO 1 - PRELIMINARY AND GENERAL

ELECTRIFICATION 190 CONNECTIONS					
Item	Description	Unit	Qty	Rate	Total Price
1	Condition of Contract				
1,1	Compliance with all the contractual requirements of the contract, including project programming, outage management, weekly progress reporting, materials management, meetings and quality & environmental management.				
	sum		1		
1,2	Establish facilities on site. The Contractor shall provide fenced space with fence at least 1.8m high with a lockable gate for a temporary Site Office and Stores where all drawings and Specifications will be kept, as well as the provision of safe and Facilities for Contractor:				
	a) Offices & storage sheds				
	sum		1	R 5 000,00	R 5 000,00
	b) Establishment of staff accommodation, office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified and facilities.				
	sum		1		
	c) Ablution & latrine facilities				
	sum		1		
	d) Tools & equipment				
	sum		1		
	e) Water supplies, electric power & communications				
	sum		1		
1,3	Other fixed charge obligations				
	sum		1		
1,4	Removal of all items indicated above upon completion of construction and making good and restoring of the Site to the satisfaction of the Project Manager.				
	sum		1		
1,5	Provision of "As Built" drawings.				
	sum		1		
1,6	Construction Name Board - The Contractor shall supply, install and maintain a project sign board bearing the name of the project, the name and logo of The Municipality, the Consultant and the Contractor.				
	sum		1		
1,7	Provision of samples of materials to be used (only materials supplied by contractor).				
	sum		1		
1,8	Provision for the compilation of the Construction Programme, to be done in MS Project and updated on a fortnight basis and Quality Assurance Programme for the works.				
	sum		1		
2	Occupational Health & Safety Requirements				
2,1	Provision for Legal and Contractual Compliance.				
	sum		1		
2,2	Provision of personal protective equipment and clothing for all the contractor's staff, including sub-contractors.				
	sum		1		
2,3	Provision of safety measures, e.g.. Fall arrest systems, shoring for safety purposes etc.				
	sum		1		
2,4	Compliance with OH&S Act & Construction Regulations.				
	sum		1		
Amount carried over to next page					

COMPLETION OF SMOZOMENI P-6 ELECTRIFICATION PROJECT

Item	Description	Unit	Qty	Rate	Total Price
	Amount brought forward from previous page				
2.8	Provisional Sums				
	a) For works to be executed by the engineer including travel cost, design alteration in compliance with Eskom, close out report.				
	Note: The reports are to be submitted with the	Sum	1		
3	Compliance with the Requirements for the Expanded Public Works Programme.				
	Note: The reports are to be submitted with the contractors monthly invoice.				
3,1	Compliance with the Requirements for the Expanded Public Works Programme (incl. monthly reports).				
		sum	1		
4	Scanning of Meters				
4,1	The Contractor shall make allowance to go to, any nearest Eskom RDC to have the meters scanned and recorded. The rate shall also include the implementation and maintenance Management System for the duration of the contract.				
		sum	1		
4,2	Transport to Eskom Stores				
		sum	1		
5	Time Related Items (To maintain site for the project)				
5,1	Operate and Maintain Facilities on Site Facilities for Contractor:				
	a) Offices & storage sheds	months	3		
	b) Ablution & latrine facilities	months	3		
	c) Tools & equipment	months	3		
	d) Water supplies, electric power & communications	months	3		
	e) Safety related items	months	3		
5,2	Provision of office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified.	months	3		
5,3	Contract management and full time supervision of the works.	months	3		
5,4	Overhead costs	months	3		
5,5	Community Liaison Officer conversant in IsiZulu and local	months	3		
5,6	PSC meetings	Months	3		
6	Contractor shall provide security guard/s to ensure the site including offices, storage sheds and all material are protected from theft or any damage.				

COMPLETION OF SMOZOMENI P-6 ELECTRIFICATION PROJECT

The Contractor needs to ensure that the above mentioned is guarded 24hrs a day.	months	3		
TOTAL: Carried forward to summary				

BILL NO.2 - SCHEDULE OF SUPPLY AND INSTALLATION					
ITEM	DESCRIPTION	QUANTITY	SUPPLY RATE	INSTAL RATE	TOTAL
1	IPC	600			
2	Airdac	6800			
3	PTB	190			
4	Meters	190			
5	Strain Clamps	300			
6	5m wood poles	150			
7	Passive Base	180			
8	Fox Conductor	150			
9	Links	180			
10	J & P	180			
11	2C ABC	3600			
12	7m Poles	50			
13	LV Stay Set	40			
14	Fox Preform	20			
15	16kVA 11 KV Tranforma	6			
16	Data concentrator				
	Total	10 310			

FINAL SUMMARY				
190 CONNECTIONS ELECTRIFICATION				
Item	Description	Total Supply	Total Install	Total Price (R)
1	PRELIMINARY AND GENERAL			R
2	SCHEDULE OF SUPPLY AND INSTALLATION			R
	SUB TOTAL 1			R
	Contingency @10%			R
	SUB TOTAL 2			R
	VALUE ADDED TAX (Vat @ 15%)			R
	TOTAL			R

C3.0 Scope of Works

C2.0 Scope of Works

Completion of Smozomeni P-6 Electrification

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The Municipality seeks to appointing a suitably qualified and experienced Electrical Construction Contractor for the completion of the Smozomeni P6 Electrification Project.

The project comprises the completion of outstanding electrification infrastructure, commissioning, testing, stakeholder coordination, and project close-out activities required to ensure successful energisation and handover of the project in compliance with Eskom standards.

As part of the contract requirements, the appointed Contractor shall include within its team a suitably qualified and registered Professional Electrical Engineer who will be responsible for all electrical engineering services associated with the project.

The contractor shall provide the following deliverables:

1. Design review
2. Eskom stakeholder engagement
3. Design review team
4. Design amendmen and approval
5. As-built drawings
6. Construction and Quality assurance
7. Testing and commissioning
8. Energising
9. Close-out and handover

1.1 GENERAL DESCRIPTION OF THE WORKS

This specification covers the supply, delivery, installation, testing and commissioning of the complete **COMPLETION OF SMOZOMENI P-6 - 190 ELECTRIFICATION PROJECT** to the entire satisfaction of the Employer as described herein and as indicated on the drawings that form part of this specification.

The detailed scope of works shall include the following: -

- i. All civil work required to complete the project including cable trenching, excavations, and pole and project board erection.
- ii. The supply and installation of wooden poles for the attachments of Fox, Aerial Bundled Conductor, airdac and also other project related equipment's such as pole mounted transformer, isolator and etc.
- iii. Earthing of the installations to ensure safe installations in full compliance with the Electricity Supply Regulations.
- iv. The liaison with Eskom as the supply authority for the co-ordination of outages in order to safely carry out the works.
- v. The testing and commissioning of the entire installations in accordance with standard procedures to the satisfaction of the client.
- vi. The preparation of all necessary test certificates.

- vii. The guarantee of all materials and workmanship and maintenance of the installations for a period of 12 months after completion of the works during the contract Defects Liability Period and including for all other implicit obligations in accordance with the requirements of the contract as detailed in the Conditions of Contract.
- viii. On completion of the installation, the Service Provider shall provide one set of marked up "As-Built" drawings for the entire installation indicating in detail all cable routes, all equipment types, ratings, connections etc. and locations and system single line diagrams in accordance with the General Specifications.

1.2 ENGINEER'S DRAWINGS

These drawings show the general layout of equipment, complete with schematic arrangements, which together with the specification give sufficient information to enable the Service Provider to estimate the cost and to determine how the system must be installed, tested, inspected and operated.

The following drawing (and subsequent revisions) are the engineer's drawing that form part of and are to be read in conjunction with the specifications, bills of quantities, Bid and contract documentation: -

The DDT 1100 and 1700 series drawing will be provided before construction start and should be read in conjunction with survey layout drawing.

1.3. AS-INSTALLED DRAWINGS

1.3.1. General

A complete set of up-to-date drawings and specifications shall be kept by the Service Provider on site from the time the contract commences until it is completed.

1.3.2. Departures from Drawings

It is the responsibility of the Service Provider to keep a record of any departures from the contract drawings and to enter these onto copies of the contract drawings. These "As-Installed" drawings shall be submitted to the Engineer on completion of the installation in accordance with the Preliminaries and General Conditions and General Specifications.

EXISTING SERVICES

Other Existing Services

The Service Provider shall take due and diligent care to protect and not to damage any existing service during the execution of the works.

Any damage caused to any existing service shall be immediately reported by the Service Provider to the relevant authority in charge of the particular service damaged and all reasonable instructions issued by the concerned authority for the repair of the damage shall be followed by the Service Provider.

SURVEY

The line routes as shown on the drawings shall be surveyed by a surveyor appointed by the municipality, and the pole, stay and strut positions pegged. The GPS coordinates of each pole shall be recorded and submitted with the "As-Built" drawings.

(g) **GENERAL INSTALLATIONS**

a. **GENERAL**

This section contains the detailed design requirements for the installations, which must be applied by the Service Provider. The Service Provider is to base his rates on the drawings as read in conjunction with the General and Detailed Specifications.

2.2 **STREETLIGHT LUMINIARES**

2.2.1 **General**

This section covers the supply, installation, connecting, adjusting (as directed by the Engineer), placing into service and maintenance of all new installation as shown on drawings and detailed in the specifications and schedules of quantities.

2.2.2 **General Split meter Specification**

All split meter shall be of the 20A type.

▪ **Schedule of Split Meter**

The split meter shall be supplied and installed complete with all split din rail 20A WS as specified and shown on drawings as follows: -

Type Ref.	Description	Reference
A	CUSTOMER INTERFACE UNIT (CIU) L&G WS. METER, SMART METER DIN RAIL 20A WS	20A

▪ **General Earthling**

The overhead supply to the split meter will be by means of a four core ABC which will form a phase & neutral conductor system and the neutral will be bonded to earth by means of an earth rod electrode placed at the start, end of each circuit with intermediate electrodes place at approximately 2,5 meters intervals. The final position of these earth electrodes will be agreed on site.

2.3 **WOODEN POLES**

i. **General**

The Overhead conductor shall be mounted on creosote-treated wood poles, complete with appropriate mounting brackets and accessories etc. The wood poles will be planted a nominal 3 meters back from the edge of all roads and spaced nominally 45 meters apart

- All poles, cross-arms and spacer blocks shall comply with the relevant requirements of [3] SANS 753 and [4] SANS 754, as applicable.
- The treated product shall carry the product certification of an approved body acceptable to the South African National Accreditation System (SANAS), presently bodies such as South African Bureau of Standards (SABS) and South African Technical Auditing Services (SATAS).
- All air-drying stacks for poles ≤ 9m in length shall be in accordance with the permit conditions of the treating plant.

- When poles are loaded for transport at the treatment plant, they are to be dry and free of excess creosote.

ii. Installation of Wooden Poles

All items governing the excavation and backfilling of cable trenches shall apply to the excavation and backfilling of holes for the installation of streetlight poles.

Poles shall be installed plumb. Holes excavated for purposes of planting streetlight poles shall not be oversized and when backfilling soil shall be returned to the holes in layers not exceeding 250mm and shall be well rammed between layering.

The Service Provider shall ensure that the backfill used shall be suitable to support the poles with specified luminaires in each particular situation. Care shall be exercised in selecting suitable backfill in sandy and marshy areas.

All poles where there is a change of direction not exceeding 15° shall be provided with a kicker arm as detailed on the drawing.

Care shall be taken to maintain poles plumb during backfilling. In the event of re-plumbing being required any pole shall not be pulled over without first removing at least two thirds of all backfill material.

iii. Excavation

The excavation depth for 5m, 7m, 9m, 10m, 11m and 12m wood poles, stays and struts shall be as follows:

- 5m Pole: 1.1m deep
- 7m Pole: 1.3m deep
- 9m Pole: 1.5m deep
- 10m Pole: 1.6m deep
- 11m Pole: 1.8m deep
- 12m Pole: 2.0m deep
- Stay: 1.5m deep
- Strut: 600mm deep

There shall be 3 grades of material in which excavation shall take place. These 3 grades of material are defined as follows.

Hard Rock Excavation:

Hard rock excavations shall include all solid rock in places which cannot be removed until loosened by **blasting**. No material, except boulders of 0.03 m³ or larger or detached pieces of solid rock which is not loosened by blasting before removal will be classified as hard rock excavation unless blasting is prohibited and barring wedging or similar methods have been approved.

The approval of the Engineer shall in each case be obtained prior to the use of explosives. Blasting, where necessary, shall be carried out in accordance with all applicable laws and regulations.

Intermediate Materials:

Intermediate material excavation shall include material such as cemented gravels (but excluding clay), which can only be broken with difficulty and hand-picked and which, for this reason, in the opinion of the Engineer, requires power operated tools such as paving breakers for its efficient removal.

Soft Material Excavations:

Soft material excavation shall include all material other than hard rock and intermediate material excavations and includes, but is not restricted to, earth, clay, and soft decomposed rock or gravel. The fact that power tools are used to loosen such material before handling by machines or hand labour shall not be deemed to render it liable to classification as hard rock or intermediate material excavation.

iv. Pole Numbering

All poles are to be numbered for ease of maintenance logging. The numbering system shall be agreed with the Engineer beforehand.

The pole numbers shall be in characters of minimum 100mm height, black on yellow and shall be affixed on an aluminum plate. A single sample of a numbered pole shall be submitted to the Engineer for approval prior to numbering all the remaining poles.

Pole numbers shall be affixed to the poles on the road facing side at each pole in such a way that the number is clearly visible to an observer stationed on the road carriageway whilst facing the pole.

1. LOW VOLTAGE CONDUCTORS

3.1 GENERAL

The electrical conductors supplied for the low voltage reticulation shall be **4 Core 35mm²/70mm² LV Aerial Bundled Conductor (ABC)** with supporting neutral based on SANS 1418.

All cable joints and terminations are to be carried out by a competent electrician. Before any cable is jointed, the insulation resistance of each core to the remaining cores and armour shall be measured. If it is less than 50 Megaohms, the cable shall be set aside and the matter reported to the Engineer.

i. MANUFACTURER

All cables supplied under this contract shall be supplied from one manufacturer.

• MAIN CONTROL BOX

Each street lighting circuit will be switched and controlled by means of a Control Cubicle which shall be mounted on the terminal pole at the start of each lighting circuit. The Cubicle will be equipped and wired according to the single line diagram and enclosed in an IP65 box, shown on drawing D32572-302-01. Switching control will be by means of a photometric daylight switch as shown on the drawing.

The connection from the control box to the overhead line shall be by means of 25mm² black insulated copper tails and suitable clamps.

Cables from the pole mounted substation to the pole mounted control cubicle will be buried directly in the ground at a minimum depth of 600 mm. Where these cables are fixed to poles they will be enclosed in a galvanised metal protection sleeve to a height of

3.5 meters above ground. Cables and Protection Sleeves will be fixed to the pole by means of heavy-duty stainless strapping.

Eskom will provide a metered single-phase connection at each of the required pole mounted substations. This will include a pole mounted meters box supplied and installed by Eskom.

All necessary connection fees and deposits required by Eskom will be paid by the municipality.

- **UNDERGROUND DUCTS**

- **GENERAL**

This specification covers the supply and installation of ducts for the protection of electrical underground cables.

The Service Provider shall carefully examine all plans and drawings and if any inaccuracy, discrepancy or inconsistency is detected, he shall immediately bring it to the notice of the Engineer and obtain a decision on the matter.

UPVC ducts and fittings shall comply with SABS 791.

The Service Provider shall be solely responsible for contacting the authorities concerned whenever any work on or in the vicinity of services is required to be done.

The Main Service Provider shall be responsible for the laying of ducts for underground services in accordance with the applicable technical specification.

Measurement for payment of excavation and back-filling of trenches shall be in linear meters as detailed in the Schedule of Quantities and specified in the relevant Civil Engineering Works associated with the installation of underground services.

For purposes of payment, the quantity of material refilled shall be taken as being equal to the amount excavated and no allowance shall be made for increased bulk due to excavation.

Excavation, back-filling of trenches and reinstatement shall be carried out in conjunction with the Civil Engineering Works associated with the installation of underground services.

The width of trenches shall be no greater than necessary for satisfactory execution of the work. The onus shall be on the Service Provider to satisfy the Engineer of the necessity where a trench, wider than that called for in the schedule of quantities associated with the order, is excavated. Any reinstatement costs arising from the excavation of an unnecessarily wide trench shall be borne by the Service Provider. Trench widths shall be as specified in the Bill of Quantities.

DUCTS AT ROAD CROSSINGS.

All ducts shall:-

- have a minimum depth when laid to provide a cover of not less than 800mm between the top of the pipe and the surface of the road.
- be contained at least 500mm behind the kerb face.
- be marked on kerb faces with the code required by the authority concerned. In addition, duct markers shall be installed in the soil.

- **OBSTRUCTIONS**

Underground plant such as gas, telephone cables and ducts, water and/or sewage mains, electricity supply cables and storm water drain which obstruct the construction of the pipe/duct lines shall be brought to the notice of the Engineer. Where there is no other

alternative, these must be moved at the Client's expense in consultation with the owning authority.

Where removal of services is necessary but cannot be undertaken by the owning authority the work shall be undertaken by the Service Provider or as the Engineer may decide.

Any services which are exposed in the trenches prepared for the duct installation shall be protected against damage and where necessary shall be supported to avoid subsidence.

Trigonometrical and other survey beacons or pegs may not be removed or altered. Where this becomes necessary the Engineer must be advised in order that suitable action may be taken.

Tree roots that have been exposed in trenching shall be protected by the Service Provider responsible for trenching. They shall not be cut unless this is unavoidable. The Service Provider shall draw such matters to the attention of the Engineer.

Any constructional difficulties encountered shall be brought to the attention of the Engineer.

- BACK-FILLING

Back-filling shall be consolidated in layers of not more than 200mm at a time. Filling around and over the pipes/ducts/cables to a depth of + 50mm shall be carefully carried out with fine materials, and the Service Provider shall ensure that the pipes/ducts/cables are not damaged in any way by such back-filling and consolidation.

Where, in the opinion of the Engineer, there is no material excavated suitable for use, even after screening, as bedding and the first layer of backfill, the Service Provider shall obtain suitable material and deliver it to the trench side. The onus shall be on the Service Provider to prove to the satisfaction of the Engineer the actual quantities required.

All services mentioned in the preceding clauses shall be covered by backfill to an average depth of 300mm. The Service Provider shall ensure that after back-filling, all trenches have been trimmed before cable laying.

All surplus spoil from any excavation that cannot, in the opinion of the Engineer, be spread evenly over the surface, shall be removed by the Service Provider at no extra cost to the Client.

- REINSTATEMENT

Where work requires the installation of ducts/cables under tarred or made-up sections of roads, streets or side-walks, reinstatement of the surface shall be carried out as directed by the authorities concerned. Full reinstatement costs shall be borne by the Service Provider. The Service Provider shall execute and maintain interim restoration.

Where ducts or cables are laid in the slopes of road cuttings or in the fill of embankments, the surface and slope shall be restored to the satisfaction of the responsible Roads Engineer.

- DEGREE OF COMPACTION

All layers shall be compacted by plant approved by the Engineer and the Service Provider shall satisfy the Engineer that all the specified requirements regarding compaction can be achieved.

- DRAWINGS

The Service Provider shall provide the Client with a set of drawings showing the position of all ducts installed.

- **TESTING**

6.1 **INSPECTION OF EQUIPMENT**

a) **During Manufacture**

The Engineer or his appointed representative shall be permitted to carry out, during normal working hours, periodic inspections of equipment covered by this specification at any stage of manufacture.

b) **Immediately Before Despatch**

The Engineer or his appointed representative shall be permitted to witness the final factory tests for the equipment covered by this specification before despatch.

These tests shall be according to the requirements as specified for individual equipment supplied under this contract.

6.2 **TESTING AND ENERGISING**

c) **General**

Prior to being energised, all installations shall be tested as detailed hereafter and any defects which are attributable to the Service Provider shall be made good by the Service Provider.

No equipment other than 230/400-volt lighting supplies shall be energised without the permission of the Engineer.

The Service Provider shall be responsible, nevertheless, for the safety of both plant and personnel for the initial energisation of all plant until it has been accepted by the Engineer.

d) **Test Equipment**

The Service Provider shall provide all tools and equipment including installation testers, earth testers and ohmmeters, etc., as required to carry out the tests described below.

6.3 **TESTS OF EQUIPMENT NOT EXCEEDING 1000 VOLTS**

6.3.1 **Tests**

The following items, where relevant, shall be tested in the sequence indicated.

- Continuity of ring final circuit conductors
- Continuity of protective conductors, including main and supplementary equipotential bonding
- Earth electrode resistance
- Insulation resistance
- Insulation of site-built assemblies
- Protection by electrical separation
- Protection by barriers or enclosures provided during erection.
- Insulation of non-conducting floors and walls.
- Earth fault loop impedance.
- Operation of residual current devices.

In the event of any test indicating failure to comply, that test and those preceding, the results of which may have been influenced by the fault indicated, shall be repeated after the fault has been rectified.

6.3.2 Test Certificates

All test results shall be recorded on test certificates which shall be submitted promptly (within seven days after the test dates) to the Engineer.

6.4 COMMISSIONING

The Service Provider shall advise the Engineer, in writing, at least seven days in advance of his readiness to commence commissioning to enable the Engineer to make the necessary arrangements for their representative and their client's representative to attend, if they so desire.

After satisfactory completion of all installation, work and testing, the procedure for commissioning the installation shall be shall commence operation as soon as possible.

The Service Provider shall have sufficient staff available to remedy any defects which occur during commissioning process.

6.5 LOCAL LABOUR

The Service Provider will be required as far as possible to utilize local labour as required by E1.4.1 to E1.4.4.

This part of the project Specifications contains comprehensive additional specifications for matters not covered by and work, which is not carried out in terms of the Standard Specifications.

The number of each clause and each payment item in this part of the Project Specification is prefixed with an E to differentiate these clauses and items as additional works.

The following additional specifications are covered under this part of the Scope of Work:

C2.0 PARTICULAR SPECIFICATION

OHS ACT 1993 HEALTH AND SAFETY SPECIFICATION

CONTENTS

C3.1	SCOPE
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C3.10	MEASUREMENT AND PAYMENT

OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION

C3.1: SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Act Agreement in Section II of the tender document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS Act 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

C3.2: DEFINITIONS

For the purpose of this contract the following shall apply:

- 7 “**Employer**” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “**client**” as defined in the Construction Regulations 2003. “**Employer**” and “**client**” is therefore interchangeable and shall be read in the context of the relevant document.
- 8 “**Contractor**”, wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract.

In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHS Act 1993, be the mandatory, without derogating from his status as an employer in his own right.

- 9 “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

C3.3: TENDERS

The Contractor shall submit the following with his tender:

- (a) A documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;

- (b) A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) A declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

C3.4: NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0 m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (d) excavation work deeper than 1,0 m; or
- (e) working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included under Section 11 (The Occupational Health and Safety Act) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

C3.5: RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2015).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

C3.6: APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

C3.6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan. To this end the Employer or the Engineer or Agent on his behalf, will, in terms of Regulations 4(1)(d) and 5(3)(c), carry out audits on a regular basis to ensure that the Contractor as well as any subcontractors in his employ, do implement the Contractor's Safety Plan as well as the Employer's Safety Specifications in accordance with the Construction Regulations.

C3.6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site. The Employer or the Engineer on his behalf will carry out audits from time to time to ensure compliance by the Contractor.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

C3.7 APPOINTMENT OF SAFETY PERSONNEL

C3.7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work. (Refer Regulation 6(1)).

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

C3.7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently. (Refer Regulation 6(6)).

Provision will be made in the schedule of quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract if so ordered by the Engineer.

C3.7.3 Health and safety representatives

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of the health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

C3.7.4 Health and safety committee

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and

safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

C3.7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Batch plant operations as described in Regulation 18;
- (i) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (j) Control of all temporary electrical installations on the construction site as described in Regulation 22.
- (k) Stacking and storage on construction sites as described in Regulation 26; and
- (l) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

C3.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer [Regulation 6(7)];
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures [Regulation 9(3)] and formwork and support work structures [Regulation 10(d)] must be kept on site;

- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site [Regulation 11(3)(h)];
- (j) A copy of the certificate of the system design for suspended platforms [Regulation 15(3)];
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists [Regulation 7(5)].
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site [Regulation 17(8)];
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site [Regulation 18(9)];
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used [Regulation 19(2)];
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant [Regulation 21(1)(j)].

C3.9 CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (*Regulation 4*)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

The Principal Contractor and Contractor (*Regulation 5*)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principal Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 2(b). Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

Supervision of construction work (*Regulation 6*)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

Risk assessment (*Regulation 7*)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

Fall protection (*Regulation 8*)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

Structures (*Regulation 9*)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

Formwork and support work (*Regulation 10*)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(a) Excavation work (*Regulation 11*)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(b) Demolition work (*Regulation 12*)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(c) Tunnelling (*Regulation 13*)

The Contractor shall comply with Regulation 13 wherever tunneling of any kind is involved.

(d) Scaffolding (*Regulation 14*)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [*Note : Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"*]

(e) Suspended platforms (*Regulation 15*)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent

persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(f) Boatswain's chairs (Regulation 16)

Where boatswain's chairs are required on the construction site, the Contractor shall comply with Regulation 16.

(g) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(h) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(i) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(j) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(k) Construction vehicles and mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(l) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(m) Use of temporary storage of flammable liquids on construction sites (*Regulation 23*)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 2986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

Water environments (*Regulation 24*)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

Housekeeping on Construction sites (*Regulation 25*)

Housekeeping on all construction sites shall be in accordance with the provisions of the environmental Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

Stacking and storage on construction sites (*Regulation 26*)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions of Regulation 26 of the Construction Regulations shall apply.

Fire precautions on construction sites (*Regulation 27*)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

Construction welfare facilities (*Regulation 28*)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

C3.10 MEASUREMENT AND PAYMENT

C3.10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. Special reference is made to the following:

(a) Safety personnel

All safety personnel and competent persons referred to in clauses C1.7.1 to C1.7.5 will normally be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers,

Provision will be made in the schedule of quantities for payment to the Contractor for the keeping of health and safety-related records and registers as described in Clause C1.8.

