



9 Park Street -
 Malalane Private
 Bag X101
 Malalane,
 1320
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 Customer Care No. (013) 790 0990
 www.nkomazi.gov.za

TENDER NO: NKO:32/2024

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
 127 HOUSEHOLDS AT SIBANGE VILLAGE**

ISSUED BY:	PREPARED BY:
<p align="center">Nkomazi Local Municipality</p> <p align="center">9 Park Street - Malalane Private Bag X101 Malalane 1320</p> <p>Contact: Mr Jabulane Sifunda Mr Zitha Mabandla</p> <p>Tel No.: +27 (13) 790 0245/6/7 Fax No.: +27 (13) 790 0886</p>	<p align="center">Nkomazi Local Municipality</p> <p align="center">9 Park Street - Malalane Private Bag X101 Malalane 1320</p> <p>Contact: Mr Jabulane Sifunda Mr Zitha Mabandla</p> <p>Tel No.: +27 (13) 790 0245/6/7 Fax No.: +27 (13) 790 0886</p>
<p>NAME OF TENDERER</p> <p>.....</p> <p>CIDB NUMBER</p> <p>.....</p> <p>TENDER AMOUNT IN WORDS</p> <p>.....</p> <p>TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX:</p> <p>R.....</p>	

CIDB GRADING CLASS: 3EP/EB or higher





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BID NO:32/2024: APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 127 HOUSEHOLDS AT SIBANGE VILLAGE FOR NKOMAZI LOCAL MUNICIPALITY

The Nkomazi Local Municipality invites interested parties who are registered as CIDB 3EP/EB or higher to tender/bid for appointment of an Electrical Contractor for the electrification of 127 households at Sibange for Nkomazi Local Municipality. Tender documentation with complete details is available upon the payment of a non-refundable amount of R1 635.36 on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from **19/09/2024** and to be obtained at Nkomazi Local Municipality: Budget and Treasury (Old Malalane Taxi Rank) Impela Street from the Cashiers Desk from **07h45 to 15H30** (Monday-Friday).

An optional tenderer briefing session will be held on **26/09/2024 at 10h00** at the Municipal Town Hall Malalane (Kobwa Hall) at Fish Eagle. It is advisable that Service Providers do attend the briefing session for explanation and clarity purposes. Bidders are advised not to commit fraudulent activities or forge document. All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004

A preferential system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, no 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Completed bid documentation must be deposited on/before **12h00 on 04/10/2024** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. R. Mabuza at 013 790 0386, and for technical enquiries contact Mr. Mabandla Zitha at 013 790 245, between 07H30 – 16H00 on working weekdays.


XT MABILA
MUNICIPAL MANAGER

13/09/2024
Date

NKOMAZI LOCAL MUNICIPALITY

TENDER NO: NKO: 32/2024

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Other information for consideration

No awards will be made to a person:

- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

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

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted nor considered.

Tender offers are required to remain valid for a period of 90 days after the tender closing date.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

The Municipality reserves the right to this document, including ownership thereof.

MR. X.T. MABILA
MUNICIPAL MANAGER
9 Park Street,
Private Bag X101
Malalane, 1320

T1.2 : TENDER DATA

Wording

The employer is the NKOMAZI LOCAL MUNICIPALITY.

The tender documents issued by the employer comprise:

PART T1 : TENDERING PROCEDURES

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

PART T2 : RETURNABLE DOCUMENTS

T2.1: List of Returnable Documents

T2.2: Returnable Schedules

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: Form of Offer and Acceptance

C1.2: Standard Conditions of Tender

PART C2 : PRICING DATA

C2.1: Pricing Instructions

C2.2: Bills of Quantities

C2.3 Evaluation and Adjudication Criteria

PART C3 : SCOPE OF WORKS

C3 Scope of Work

C3.1 Description of the Works

ANNEXURES

The Employer is represented by:

Name: Mr. J Sifunda

Address: Nkomazi Local Municipality Main Building at 9 Park Street, Malalane, 1320

Tel: 013 790 0245 .

No alternative tender offer will be considered; however, proposals and suggestions are welcomed provided that they clearly state the manner of approach, designs if any, calculations and cost implications.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

All documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box or sent via courier services to the given address. Couriers documents should be delivered at the first floor, Supply Chain Management Offices at the below mentioned address before the closing date and time. The bid box is situated and accessed from Nkomazi Local Municipality at 9 Park Street, Malalane, 1320.

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: NKOMAZI LOCAL MUNICIPALITY

Wording
Physical address: Nkomazi Local Municipality, at 9 Park Street, Malalane, 1320
Duly completed and signed original bid documents should be sealed in an envelope marked: “TENDER NO. NKO:32/2024: APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 127 RESIDENTIAL UNITS AT SIBANGE VILLAGE”
Closing date:04/10/2024 Closing time 12h00 Name of bidder: _____
The closing time for submission of tender offers is stated in the Tender Notice/Invitation to Tender
Late bids shall not be accepted. Please note that bids are late if they are not received at the address given in the invitation after the bid closing date and time.
Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
All bid prices must be quoted in South African currency on a fixed price basis and include VAT.
The tender offer validity period is 90 Days from the closing date.
All relevant documents attached to this bid must be completed and signed in black ink by an authorized representative of the business. The authorized representative of the business is required to initial each page of the bidding document.
The tender 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.
Access shall be provided for the following inspections, tests and analysis: Due to the spatial displacement of the various sites the site clarification meeting shall be conducted at the offices of Nkomazi Local Municipality, whereby a site briefing shall be presented. The Employer shall discuss the scope of works and answer any questions raised.
Tender offers will be opened immediately after the closing time at 11:00 for tenders at the Building of the municipality in the presence of a municipal representative. To prevent the spread of the Covid-19 virus the opening will NOT be done in front of public members.
<u>Evaluation process:</u>
<p><u>Gate 1 – Compliance to administrative requirements</u></p> <p>Bidders will be evaluated on the following administrative compliance / responsiveness, The following documents have to be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified):</p> <ul style="list-style-type: none"> ▪ Attendance of non-compulsory tender briefing. ▪ Price amendment without initials and signature of authorised personnel in the bills of quantity ▪ Original certified copy of company registration certificate (CK) ▪ Original certified copies of all Directors/members. ▪ Attach Copy of SARS Tax Pin or tax clearance certificate ▪ Original certified copy of current municipal account (not older than 3 months and not in arrears for more than three months) or copy of Lease Agreement (and Landlord’s municipal account) – business. ▪ Original certified copies of current municipal account (not older than 3 months and not in arrears for more than three months) or copy of Lease Agreement (and Landlord’s municipal account) – all directors/members of the company. ▪ Letter of Authority to complete and sign the tender document (Must be in the company letter head) ▪ CSD detailed report (printed after the tender advert and on or before tender closing) ▪ Joint Venture Agreement (In case of a Joint Venture) ▪ Joint Ventures must be registered on CSD as Joint Venture. ▪ Certified Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g., Letter of Good Standing issued by Department of Labour related to construction. ▪ CIDB grading of 3EP/EB or higher

Wording

- Audited annual financial statements for the past 3 years. Audited annual financial statements for the past 3 years if not audited, must submit a letter from either a Registered Auditor or an accountant indicating exemption in terms of applicable laws) – Compulsory.
- All forms must be filled in full
- Failure to initialise each page.
- Failure to sign applicable pages.
- Completion of the bill of quantity
- Non completion of MBD documents
- Attachment of returnable.
- Alterations to the bid document or submission of a copy of the original bid document
- Completion of the bid document using pencil
- Usage of Tippex
- Non completion of form of offer in words and figures
- Original certified copy of Third-party Insurance for an amount of R1 million or more – for contractor.
- Bank rating of code A, B or C.
- Letter of intent for Performance Guarantees for 10% of the offered amount.

Gate 2: Evaluation criteria

According to the MFMA Circular No. 53 of the Municipal Finance Act No. 56 of 2003. Bidders will firstly be evaluated on Functionality. Only those meeting the minimum Score for functionality will be evaluated on Municipal goals.

Responsive tenders will firstly be evaluated on functionality. The minimum score for functionality is **70 points**, and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point systems.

Functionality for responsive tender submitted is evaluated according to the predetermined criteria described below, taking into account, among other factors, the quality, reliability and technical capacity and ability of the tenderer.

Note: None submission of requirements stated will result in loss of points.

Gate 3 – Evaluation in terms of the 80/20 Preference Point System:

Responsive tenders which have achieved the minimum qualification score for functionality will be evaluated further, using the 80/20 preference point system.

The following is the criteria that the Bidders will be evaluated for Functionality:

IF “YES” ABOVE, THEN THE TENDER WILL BE ADJUDICATED ACCORDING TO THE 80/20 PREFERENCE POINTS SYSTEM BELOW:

ITEM	MAX POINTS TO BE ALLOCATED		POINTS CLAIMED BY TENDERER	ALLOCATED POINTS (Do not Complete)
PRICE	80	90		
SPECIFIC GOALS	20	10		
TOTAL	100	100		

Wording
Price and BBBEE Contribution. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data and described below:
Score financial offers, preferences and quality, as relevant, to two decimal places.
The conditions contained in the General Conditions of Contract (GCC) 2015 3 rd edition, and the attached bid forms, as well as any other conditions accompanying this invitation are applicable.
The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
The Nkomazi Local Municipality reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid at all.
Tender offers will only be accepted on condition that:
<ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) of the National Treasury; b) the tenderer or any of its directors is not listed in 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; and c) the tenderer has not: <ul style="list-style-type: none"> 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 d) has completed the Compulsory Municipal Bidding Documents (MBD) 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 comprise the tender process.
The number of paper copies of the signed contract to be provided by the Employer is ONE (1).
<u>Submitting a tender offer</u>
Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

NKOMAZI LOCAL MUNICIPALITY

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION
OF 127 RESIDENTIAL UNITS AT SIBANGE VILLAGE**

TENDER NO: NKO: 32/2024

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

NKOMAZI LOCAL MUNICIPALITY

APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 127 RESIDENTIAL UNITS AT SIBANGE VILLAGE

TENDER NO: NKO: 32/2024

T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER COMPLIENCE PURPOSES
(included hereafter for completion)**

- Schedule: 1A MBD 1 - Invitation to Bid
- Schedule: 1B MBD 2 - Broad-Based Black Economic Empowerment (B-BBEE) status level certificates - Submission of a Certified B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a B-BBEE Sworn Affidavit (if applicable)
- Schedule: 1C MBD 4 - Declaration of Interest
- Schedule: 1D MBD 5 - Declaration for procurement above R10 million (all applicable taxes included)
- Schedule: 1E MBD 6.1 – Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
- Schedule: 1F MBD 7.1 – Contract form – Purchase of Goods/works
- Schedule: 1G MBD 8 – Declaration of Bidder’s Past Supply Chain Management Practices
- Schedule: 1H MBD 9 - Certificate of Independent Bid Determination
- Schedule: 1I Authority of Signatory
- Schedule: 1J Record of Addenda to Tender Documents
- Schedule: 1K Proposed Amendments and Qualifications
- Schedule: 1L Municipal water and lights statement or written confirmation that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days or lease agreement in the case of rental of property.
- Schedule: 1M Company Registration (CK/CC)
- Schedule: 1N Proof of registration on the Central Suppliers Database (CSD) of the National Treasury (CSD Summary Report).
- Schedule: 1O Joint Venture Agreement in case of a Joint Venture signed by both parties
- Schedule: 1P Proof of CIDB Registration stating an active status of grading 3EP
- Schedule: 1Q Three year Audited Financial Statements
- Schedule: 1R Financial Capacity

**2. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
(to be attached with submission)**

**3. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE
CONTRACT (included hereafter for completion)**

C1.1 : The offer portion of the Form of Offer and Acceptance

C1.2 : Standard Conditions of Tender

C2.1: Pricing instructions

C2.2 : Bills of Quantities

C2.3 Evaluation and Adjudication Criteria

C3.1 Description of the Works

SCHEDULE 1A: MBD 1 - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NKOMAZI LOCAL MUNICIPALITY

BID NUMBER:	NKO:32/2024	CLOSING DATE:	04 /10/ 2024	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 127 RESIDENTIAL UNITS AT SIBANGE VILLAGE				

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

**NKOMAZI LOCAL MUNICIPALITY
9 PARK STREET,
MALALANE, 1320**

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:	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
---	--	--	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
-------------------------------	--	-----------------	---

SIGNATURE OF BIDDER	DATE	
---------------------	-------	------	--

CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SUPPLY CHAIN UNIT	DEPARTMENT	PROJECT MANAGEMENT UNIT
CONTACT PERSON	MR R MABUZA	CONTACT PERSON	MR ZITHA MABANDLA
TELEPHONE NUMBER	(013) 790 0386	TELEPHONE NUMBER	(013) 790 0245
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Richard.mabuza@nkomazi.gov.za	E-MAIL ADDRESS	Mabandla.zitha@nkomazi.gov.za

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p>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.</p>	

**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:

SCHEDULE 1C: MBD 4 - DECLARATION OF INTEREST

- 1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her positioning relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declaring acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:
- 2.3 Position occupied in the Company (director, trustee, shareholder²):
- 2.4 Company Registration Number:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:.....

.....

.....

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

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

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

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

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars:

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number / Number	Employee / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SCHEDULE 1D: MBD 5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing?
1.1 if yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. ***YES / NO**

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

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

2.2 If yes, provide particulars.
.....
.....
.....
.....

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

3.1 If yes, furnish particulars
.....
.....

4. Will any portion of goods or services be sourced from outside ***YES / NO**

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

* Delete if not applicable

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

FALSE.

.....
Signature

.....
Position

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point 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**

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:

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

The maximum points for this tender are allocated as follows:

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

1.4 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.

1.5 Nkomazi Local Municipality 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 Nkomazi Local Municipality.

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:

$$\mathbf{80/20} \quad \mathbf{or} \quad \mathbf{90/10}$$
$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \mathbf{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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

3.2.1.1. POINTS AWARDED FOR PRICE

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

$$\mathbf{80/20} \quad \mathbf{or} \quad \mathbf{90/10}$$
$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \mathbf{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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.)

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
A total of 12.5 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	5	A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2,5	
more than 30% youth shareholding or owned	2,5	

enterprise		
More than 30% people living with disability shareholding or owned enterprise	2,5	A copy of a Medical Certificate to confirm disability
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
A total of 7.5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -		
Enterprises regarded as *EMEs located within the Nkomazi Local Municipality area of jurisdiction	2,5	<ul style="list-style-type: none"> ➤ A copy of a Full CSD report not older than 3 months <p>NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above</p>
5 points for valid B-BBEE level 1 contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	5	<ul style="list-style-type: none"> ➤ Certified Valid BBBEE certificate ➤ or Certified Valid EME and SME a sworn affidavit ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

***All certified copies must not be older than three months.**

4. SUB-CONTRACTING

4.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

4.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

5.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

5.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS:.....

.....

(a) CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

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

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
- - -	

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

(c) PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

(d) ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	(e) BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

....

2.

(f) CONTRACT FORM - RENDERING OF SERVICES

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

(g) PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- 7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- 8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
- 9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1

2

CONTRACT FORM - RENDERING OF SERVICES

(h) PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

(i) DESCRIPTION OF (j) SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

....

2

SCHEDULE 1G: MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SCHEDULE 1H: MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This 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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

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

SCHEDULE 11: AUTHORITY OF SIGNATORY
--

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of

....., hereby confirm that by resolution of the board (**copy attached**) taken on 20..., Mr./Ms. acting in the capacity of, was authorized to sign all documents in connection with this tender for contract and any contract resulting from it on behalf of the company.

As witnesses :

1. Chairman :
2. Date :

Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
 hereby authorize Mr. / Ms. ,
 acting in the capacity ofto sign all documents in
 connection with the tender for Contractand any contract resulting
 from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

C. Certificate for Joint Venture

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

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as

.....

As witnesses:

1. Signature:
 Sole owner:

2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr./Ms.
 acting in the capacity of, to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)

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
, authorised signatory of the company, close corporation or partnership
, 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 AUTHORISED SIGNATORY
Lead partner		Signature
		Name
		Designation

		Signature
		Name
		Designation
		Signature
		Name
		Designation

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

NKOMAZI LOCAL MUNICIPALITY

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
127 RESIDENTIAL UNITS AT SIBANGE VILLAGE
TENDER NO: NKO: 32/2024**

SCHEDULE 1J: 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 :

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

10.		
-----	--	--

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

NKOMAZI LOCAL MUNICIPALITY

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
127 RESIDENTIAL UNITS AT SIBANGE VILLAGE
TENDER NO: NKO:32/2024**

SCHEDULE 1K: 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.

Page	Clause or Item	Proposal

Signed

Date

Name

Position

NKOMAZI LOCAL MUNICIPALITY

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
127 RESIDENTIAL UNITS AT SIBANGE VILLAGE
TENDER NO: NKO: 32/2024**

SCHEDULE 1L: MUNICIPAL RATES AND TAXES

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

The tenderer must attach to this page proof of registration with the Municipalities (local and/or district) as a payer of municipal levies and valid proof that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days and complete the **Clearance Certificate for Water & Lights** below or lease agreement in the case of rental of the property.

CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 38(d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conducts his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

QUESTIONS		YES	NO
1.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
2.	If yes, provide the following details:		
2.1	▪ Municipality name		
2.2	▪ Municipal account number		
3.	If yes, please attach proof in the form of the original or certified copy of the bidder's and all director's municipal rates and taxes account not older than 3 months		
4.	Does the bidder lease / rent the property where the business is situated?		
5.	If yes, provide the following details:		
5.1	▪ Landlord name		
5.2	▪ Address property is situated		
5.3	▪ Contact number of landlord		
6.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

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SCHEDULE 1M: COMPANY REGISTRATION CERTIFICATE

The tenderer must attach to this page proof of company registration (CK/CC).

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SCHEDULE 1N: CSD REGISTRATION

The tenderer must attach to this page proof of registration on the Central Suppliers Database (CSD) of the National Treasury (CSD Detailed report).

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SCHEDULE 10: JOINT VENTURE AGREEMENT

The tenderer must attach to this page proof of Joint Venture Agreement in case of a Joint Venture signed by both parties.

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SCHEDULE 1P: Proof of CIDB Registration

The tenderer must attach to this page proof of CIDB registration stating an active status of grading 3EP

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SCHEDULE 1Q: Proof of Audited Financial Statements

The tenderer must attach an audited annual financial statement for the past 3 years if not audited, must submit a letter from either a Registered Auditor or an accountant indicating exemption in terms of applicable laws

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SCHEDULE 1R: Proof of Financial Capacity

The tenderer must attach:

- Original certified copy of Third-party Insurance for an amount of R10 million.
- Bank rating of code A, B or C.
- Letter of intent for Performance Guarantees for 10% of the offered amount.

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PART C1: AGREEMENT AND STANDARD CONDITIONS OF TENDER

- C1.1 Form of Offer and Acceptance**
- C1.2 Standard Conditions of Tender**

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
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C1.1: FORM OF OFFER AND ACCEPTANCE

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 127 RESIDENTIAL UNITS AT SIBANGE VILLAGE

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender 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. **Note should be taken that the amount that is reflected by the Tenderer in the form of offer does not reflect the actual allocated work. Only tendered rates offered in the Bill of quantities will be used for each project allocated to the service provider.**

The offered total of the prices inclusive of Value-Added Tax 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 terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature of witness Date

2. 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 conditions of tender (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 C1 to C4 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 deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the 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 (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the **Employer**
(Name and address of organization)

Name and signature
of witness

Date

C 1.2: Standard Conditions of Tender

1 GENERAL

1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

1.2 Tender documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 **The employer's right to accept or reject any tender offer**

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months unless only one tender was received and such tender was returned unopened to the tenderer.

1.6 Procurement procedures

1.6.1 General

Unless otherwise stated in the tender data, a contract will be concluded with the tenderer who is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 Competitive negotiation procedure

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of the General Conditions of Contract after tenderers have been requested to submit their best and final offer.

2 TENDERER'S OBLIGATIONS

2.1 Eligibility

- 2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- 2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.
- 2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 **Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 **Insurance**

During the full period of construction all material and the safety of the site shall remain the full responsibility of the contractor. The tenderer is advised to seek qualified advice regarding insurance.

2.10 **Pricing the tender offer**

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes, and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 **Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.13 **Submitting a tender offer**

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

2.13.4 Sign the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall

state which of the signatories shall be the lead partner whom the employer shall hold liable for the purpose of the tender offer.

2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall 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.

2.13.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

2.14 **Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

2.15 **Closing time**

2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery

2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

2.16 **Tender offer validity**

2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (**not less than 90 days**) stated in the tender data after the closing time stated in the tender data.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".

2.17 **Clarification of tender offer after submission**

2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a

breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note:

Clause 2.17.1 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

2.18 Provide other material

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 Submit securities, bonds, policies etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data

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PART C2 : PRICING DATA

- C2.1 Pricing Instructions**
- C2.2 Evaluation and Adjudication Criteria**
- C2.3 Bill of quantities**

C 2.1 PRICING INSTRUCTIONS

1. General

The pricing instructions describe the criteria and assumptions which will be assumed in the contract that the Tenderer has taken into account when developing his prices. The bills of quantities record the contractor's rates for providing supplies, services, engineering and construction works in accordance with the scope of work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the contract data. These items are not described in the pricing data.

2. Documents mutually explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The bill of quantities forms an integral part of the contract documents and shall be read in conjunction with the tender data, contract data, and scope of work, site information general and special conditions of contract, the specifications and the drawings.

3. Definitions

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

Unit	The unit of measurement for each item of work as defined in the scope of work and site information
Quantity	The number of units of work for each item.
Rate	The payment per unit of measurement at which the contractor contracts to do the work.
Amount	The product of the quantity and the rate tendered for an item.
Sum	An amount contracted for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. Descriptions

Descriptions in the bill of quantities are abbreviated and comply generally with those in the standardised specifications. The standardised specification, read together with the relevant clauses of the scope of work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable standardised specification, or the scope of work, conflict with the terms of the bill, the requirements of the standardised specification or scope of work, as applicable, shall prevail.

5. References

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "reference clause" in the bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents.

6. Units of measurement

The units of measurement indicated in the bill of quantities are metric units.

The following abbreviations are used in the bill of quantities:

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

7. Net measurements

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

8. Quantities

The quantities set out in the bill of quantities are the estimated quantities of the contract works, but the contractor will be required to undertake whatever quantities may be directed by the employer from time to time. The contract price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

9. **Currency**

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

10. **Value Added Tax**

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

11. **Rates and prices**

11.1 General

- a) The contractor must price each item in the bill of quantities in **BLACK INK**. Reproduced computer printouts of the bills of quantities will not be acceptable.
- b) The rates and prices to be inserted in the bill of quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) A price or rate is to be entered against each item in the bill of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the bill. The contractor will not be paid for items against which no rate or lump sum has been entered in the bill of quantities.
- d) Should the contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- e) **ALL SUCCESSFUL BIDDERS' PRICES SHALL BE ADDED AND AN AVERAGE OF ALL SHALL CONSTITUTE THE FINAL RATE ON THAT SPECIFIC ITEM**

11.2 "Rate only" items

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

11.3 Arithmetic

Excepting where sum amounts are required or where provisional sums have been indicated, the contractor shall enter an applicable rate in the rate column of the bill of quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the quantity and the unit rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the employer in determining the contract price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, such error will be corrected by the employer in determining the contract price.

12. **Variation in text**

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

C2.2 Evaluation and Adjudication Criteria

All bid proposals received will be evaluated and adjudicated on the **80/20** preference point system.

Technical Proposals

All bid proposals received will be evaluated on the following scoring criteria on the basis of functionality and price.

Only those tenderers who score a minimum score of **70 points** in respect of the following functionality criteria will proceed to the price and preference goals.

Evaluation

Schedule	Evaluation Matrix	Maximum Score/points	Scores
A	<p><u>Bidders Experience</u></p> <p>This shall be demonstrated by the number of completed electrification projects by the bidder.</p> <p>NB: Completion Certificate or reference letters must be attached.</p>	30	<ul style="list-style-type: none"> No Bidder's experience provided = 0 point 1-2 Electrification projects worth R1 million or more each, completed = 10 points 3-4 Electrification projects worth R1 million or more each, completed = 20 points 5-6 Electrification projects worth R1 million or more each, completed = 30 points
B	<p><u>Quality, Environment and Safety</u></p> <p>This shall be demonstrated by accredited certifications or documented quality management, environmental management and health and safety management systems.</p> <p>NB: Attached SANAS Accredited Certification or Management System documents.</p>	10	<ul style="list-style-type: none"> Valid SANAS accredited (QMS) ISO:9001 Certification = 4 points, or Quality Management System document = 2 points, or No SANAS accreditation and QMS document = 0 point Valid SANAS accredited (EMS) ISO:14001 Certification = 3 points, or Environmental Management System document = 1.5 points, or No SANAS accreditation and EMS document = 0 point Valid SANAS accredited (HSMS) ISO:45001 or 18001 Certification = 3 points, or Health and Safety Management System document = 1.5 points, or No SANAS accreditation and HSMS document = 0 point
C	<p><u>Labour Intensive Construction Certificate (LIC)</u></p> <p>This shall be demonstrated by the bidder's NQF Level 5 certificate of competence for LIC</p>	5	<p>Labour Intensive Construction – NQF Level 5 Certificate of Competence = 5 points</p> <p>Labour Intensive Construction – NQF Level 5 Certificate of Attendance = 3 points</p> <p>No Certification submitted = 0 points</p>
D	<p><u>Experience of Key Staff</u></p>	30	<ul style="list-style-type: none"> Site Manager – National Diploma in Electrical Engineering (Heavy Current) = 5 points

	<p>This shall be demonstrated by the bidder's personnel's CV's, Qualifications as well as stipulated VALID Registrations. Submit proof.</p> <p>NB: No personnel may hold two positions. If one person holds more than one position, points for one position will be awarded and other points will be forfeited.</p> <p>Attach an affidavit signed by the commissioner of Auth that all employees stated herein are in your employ and shall avail themselves for the duration of this project.</p>		<ul style="list-style-type: none"> - 3 years or more electrical experience upon obtaining qualification = 4 points. • Site Supervisor <ul style="list-style-type: none"> - in possession of a wireman's license (Installation Electrician) = 5 points - 3 years or more electrical experience upon obtaining qualification = 3 points • Electrician <ul style="list-style-type: none"> - In possession of trade test (Electrician/Millwright) – 5 points - 3 years or more electrical experience upon obtaining qualification = 3 points • Construction Health and Safety Officer <ul style="list-style-type: none"> - CHSO Valid Registration =5 points. 												
E	<p><u>Registration and affiliations</u></p> <p>NB: Registration must be in the name of the Principal Contractor. In a case of JV registration must be in one of the Company's names in partnership. Electrical Contractor Registration must show the name of the Site Supervisor.</p>	10	<p>Valid registration with the department of Labour (Now known as Department of Employment and Labour) as an Electrical Contractor (as Installation Electrician or higher in the name of the bidder) = 10 points No submission = 0 points</p>												
F	<p><u>Bidders Physical Resources</u></p> <p>This shall be demonstrated by vehicle registration certificates in the bidder's name, letter by reputable and contactable equipment leasing company specifying an intent to allow contractor to lease.</p>	15	<table border="1"> <thead> <tr> <th>Resources</th> <th>Owned</th> <th>Leased</th> </tr> </thead> <tbody> <tr> <td>Cherry Picker</td> <td>5 points</td> <td>2.5 points</td> </tr> <tr> <td>Truck Mounted Crane</td> <td>5 points</td> <td>2.5 points</td> </tr> <tr> <td>LDV (Bakkie)</td> <td>5 points</td> <td>2.5 points</td> </tr> </tbody> </table>	Resources	Owned	Leased	Cherry Picker	5 points	2.5 points	Truck Mounted Crane	5 points	2.5 points	LDV (Bakkie)	5 points	2.5 points
Resources	Owned	Leased													
Cherry Picker	5 points	2.5 points													
Truck Mounted Crane	5 points	2.5 points													
LDV (Bakkie)	5 points	2.5 points													

NB: Only bidders who score a minimum of 70 points will be further evaluated on price .

NB: The bidder shall not use the same Key Personnel certificates for different positions.

SCHEDULE A

EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The following is a statement of major works of a similar nature successfully executed by myself/ourselves.

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 127 RESIDENTIAL UNITS AT SIBANGE VILLAGE** will be evaluated.

Briefly describe company or individual experience in regard to the above scope of work and attach this to this schedule.

NB: Proof of previous work history must be attached for i.e. completion certificates or reference letter that indicates the value of work completed etc.

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: (Any additional information regarding previous work experience can be attached to this schedule).

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

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

Non-responsive (score 0)	Tenderer has no experience or no information has been provided
No electrification projects completed	0 Points
1-2 Electrification projects worth R3 million or more each, completed	10 Points
3-4 Electrification projects worth R3 million or more each, completed	20 Points
5-6 Electrification projects worth R3 million or more each, completed	30 Points

NOTE: In order for the Tenderer to claim points for Experience under Functionality for the above listed projects, the Tenderer must attach the following proof for each of the projects: **Original certified copy of Appointment Letter, and Original certified copy of Completion Certificate/reference letters.**

SIGNED _____

Date _____

SCHEDULE B

EVALUATION SCHEDULE

QUALITY, ENVIRONMENT AND SAFETY

The schedule quality, environment, and safety of the tenderer in the execution of similar projects or nature or similar areas and conditions in relation to the scope of work for **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 127 RESIDENTIAL UNITS AT SIBANGE VILLAGE** will be evaluated.

The tenderer shall demonstrate that they are in position of SANAS accredited certifications or Management system documentation for quality management, environmental management and health and safety management systems.

NB: Attached SANAS accredited Certification or Management System documents.

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

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

10	<ul style="list-style-type: none">Valid SANAS accredited ISO:9001 Certification = 4 points, orQuality Management System document = 2 points, orNo SANAS accreditation and QMS document = 0 point
	<ul style="list-style-type: none">Valid SANAS accredited ISO:14001 Certification = 3 points, orEnvironmental Management System document = 1.5 points, orNo SANAS accreditation and EMS document = 0 point
	<ul style="list-style-type: none">Valid SANAS accredited ISO:45001 or 18001 Certification = 3 points, orHealth and Safety Management System document = 1.5 points, orNo SANAS accreditation and HSMS document = 0 point

SIGNED _____

Date _____

SCHEDULE C

EVALUATION SCHEDULE

LABOUR INTENSIVE CONSTRUCTION CERTIFICATE (LIC)

The tenderer shall submit the labour-intensive construction certificate NQF Level 5 certificate of competence

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

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

5	Labour Intensive Construction – NQF Level 5 Certificate of Competence = 5 points or
	Labour Intensive Construction – NQF Level 5 Certificate of attendance = 3 points or
	No Certification submitted = 0 points

SIGNED _____

Date _____

SCHEDULE D

EVALUATION SCHEDULE

EXPERIENCE OF KEY STAFF

The schedule Experience of Key Staff of the tenderer in the execution of similar projects or nature or similar areas and conditions in relation to the scope of work for **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 127 RESIDENTIAL UNITS AT SIBANGE VILLAGE** will be evaluated.

The tenderer should indicate the furnish the Curriculum Vitaes, originally certified Qualifications, registrations and project organogram.

NB: No personnel may hold two positions. If one person holds more than one position, points for one position will be awarded and other points will be forfeited.

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

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

30	9 Points	<ul style="list-style-type: none"> • Site Manager <ul style="list-style-type: none"> - National Diploma in Electrical Engineering (Heavy Current) = 5 points - 3 years or more electrical experience upon obtaining qualification = 4 points.
	8 Points	<ul style="list-style-type: none"> • Site Supervisor <ul style="list-style-type: none"> - in possession of a wireman's license (Installation Electrician) = 5 points - 3 years or more electrical experience upon obtaining qualification = 3 points
	8 Points	<ul style="list-style-type: none"> • Electrician <ul style="list-style-type: none"> - In possession of trade test (Electrician/Millwright) – 5 points - 3 years or more electrical experience upon obtaining qualification = 3 points
	5 Points	<ul style="list-style-type: none"> • Construction Health and Safety Officer <ul style="list-style-type: none"> - CHSO Valid Registration =5 points.

NOTE: No personnel may hold two positions or more. If one person holds more than one position, points for one position will be awarded and other points will be forfeited. Attach an affidavit signed by the commissioner of Auth that all employees stated herein are in your employ and shall avail themselves for the duration of this project. C1-C5 must be completed in full, failure to complete and sign all points for that position will be forfeited. Please attach proof of documentation required: Failure to submit the documents will result in no points given.

SIGNED _____

Date _____

SCHEDULE E
EVALUATION SCHEDULE
REGISTRATION AND AFFILIATIONS

The schedule registration as Electrical Contractor of the tenderer in the execution of similar projects or nature or similar areas and conditions in relation to the scope of work for **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 127 RESIDENTIAL UNITS AT SIBANGE VILLAGE** will be evaluated.

NB: Registration must be in the name of the Principal Contractor. In a case of JV registration must be in one of the Company's names in partnership.

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

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

10	The Valid Registration with the department of Labour (Now known as Department of Employment and Labour) as an Electrical Contractor (as Installation Electrician or higher in the name of the bidder) to be submitted = 10 Points No submission = 0 points
----	---

NOTE: Registration must be in the name of the Principal Contractor. In a case of JV registration must be in one of the Company's names in partnership. Electrical Contractor Registration must show the name of the Site Supervisor.

SIGNED _____

Date _____

SCHEDULE F

EVALUATION SCHEDULE

POSITION OF EQUIPMENT

The schedule equipment of the tenderer in the execution of similar projects or nature or similar areas and conditions in relation to the scope of work for **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 127 RESIDENTIAL UNITS AT SIBANGE VILLAGE** will be evaluated.

This shall be demonstrated by vehicle registration certificates in the company's name, letter by reputable and contactable equipment hiring company specifying an intent to allow contractor to hire

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

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

15	Resources	Owned	Leased
	Cherry Picker	5 points	2.5 points
	Truck Mounted Crane	5 points	2.5 points
	LDV (Bakkie)	5 points	2.5 points

NB: Only bidders who score a minimum of 70 points will be further evaluated on price.

NOTE: Vehicle registration certificates (Natis) in the bidder's name, letter by reputable and contactable equipment leasing company specifying an intent to allow contractor to lease. Failure to submit any, no points will be awarded.

SIGNED _____

Date _____

C2.3 Bill of quantities

Summary of Bill of Quantities

ELECTRIFICATION OF 127 UNITS AT SIBANGE VILLAGE

Item No.	Short Description	Amount (Rands)
	Summary	
A	Preliminaries and General	
B	Pegging out the works	
C	Digging Holes 1.8m deep	
D	Plant Poles	
E	HV Structures	
F	MV Stays	
G	LV Structures	
H	LV Stays	
I	Service Boxes	
J	Stringing	
K	Transformer Installation	
L	LV Protection Morsdorf type fuses	
M	Installation Earthing	
N	Pole Numbering	
O	Other	
P	House Connections	
Q	Conductor	
	EXECUTIVE TOTAL EXCLUDING VAT:	
	5% Contingency Amount	
	SUB-TOTAL 02	
	VAT @ 15%	
	TOTAL (including VAT)	

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 127
RESIDENTIAL UNITS AT SIBANGE VILLAGE
TENDER NO: NKO: 32/2024**

C1.1 : SCOPE OF WORK

A. General Information

a. Purpose

The purpose of the tender is to request bids from electrical contractor for the following electrical project: **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 127 RESIDENTIAL UNITS AT SIBANGE VILLAGE**

b. Type of contract

The scope includes supply, delivery, installation, testing, pre-commissioning and commissioning for: **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 127 RESIDENTIAL UNITS AT SIBANGE VILLAGE**

Nkomazi Local Municipality. The prospective electrical contractor shall include in the bid, the proposed personnel, their qualifications and professional registrations

Find attached

Annexure A: BILL OF QUANTITIES.

Annexure B: SIBANGE VILLAGE 127 UNITS SITE MAP.

Annexure C: SIBANGE VILLAGE 127 UNITS ELECTRIFICATION NETWORK.

Annexure D: SPECIFICATIONS - Low Voltage Protective Enclosure.

Annexure E: PRACTICE NOTE: Workplace Readiness

Annexure F: EPWP, DMRE Schedule of EPWP, SMME, SWO and BEE

Annexure G: Government Procurement – General Condition of Contract.

c. Contract Period

The contract period shall be **Five (5) Weeks** from the effective date of contract (date of commencement). It is recommended that the project be completed by not later than 30 June 2025.

A, Background

SIBANGE VILLAGE is a low-income residential area under Nkomazi Local Municipality (25°50'22"S 31°47'45"E). Nkomazi continues to grow with new areas developing and therefore there is a growing need to offer basic services such as accommodation to more residents. In order to improve the lives of the residents, the Nkomazi Local Municipality, in conjunction with the Department of Mineral Resources and Energy (DMRE) ensures that electricity is provided safely to its residents, and it is properly maintained. With the available funding, 127 units have been identified to be electrified due to the convenience of the electrical infrastructure in SIBANGE VILLAGE.

C. Discussion

In an effort to improve the quality of lives of the SIBANGE VILLAGE community, the Nkomazi Local Municipality has an obligation to implement the mandate of the Integrated National Electrification Programme (INEP) by electrifying communities without electricity. With funding available from the Department of Mineral Resources and Energy (DMRE), 127 stands have been identified at SIBANGE VILLAGE as beneficiaries of the available funds.

D. Scope of Works and Specifications

The tenderer must ensure they are well conversant with the contents of the scope of work before finalizing their bids.

This Scope of Work shall be read in conjunction with technical specification document. If there is any perceived conflict between the scope of work and specification, the CONSTRUCTION CONTRACTOR and the appointed Engineer, in conjunction with the Nkomazi Local Municipality Electrical team shall resolve the conflict.

The total number of household connections is **127**.

The CONSTRUCTION CONTRACTOR shall supply and install all the necessary equipment and material to accomplish the electricity connections in a timely manner, safely and at the correct quality. The CONSTRUCTION CONTRACTOR shall ensure the safety of all personal in accordance with Occupational Health and Safety Act and as per approved safety file. Tool box talk shall be conducted and recorded daily and the minutes handed to be made available as and when required.

Each task shall have a risk analysis conducted before it can be done. A risk assessment shall also be conducted if there is any major change to the work whether expected or unexpected. This shall be done by means of a daily safety task instruction (DSTI). The CONSTRUCTION CONTRACTOR's representative shall have the right to stop work if there is a violation of the

safety requirements or if the necessary safety documentation cannot be provided upon request. Lifting shall not be conducted without an approved lifting plan as there are residential areas in the proximity and there will be traffic (human and vehicle) passing close the work areas. No excavations shall be made if they cannot be backfilled on the same day. Barricades and warning tape shall be installed wherever there is excavation in progress. All excavations shall be by hand as the location of existing underground services was not established.

CONSTRUCTION CONTRACTOR shall not conduct any switching activities on the existing network unless authorized in writing by the Municipality. No live line work shall be conducted on this project. A two (2) week advance notice for any switching activity shall be given to the Municipality and Eskom. CONSTRUCTION CONTRACTOR shall participate in the finalization of the cut-over plan with the Engineer and Municipality. The cut-over plan for teeing off or connecting from existing MV overhead lines at SIBANGE VILLAGE, will consist of the safety requirements, identification of the correct isolation points, requirements to isolate the points, testing for dead after isolation, tagging and applying earths and re-energization after completion of cut-over.

CONSTRUCTION CONTRACTOR shall pre- commission, test, and commission the installation.

CONSTRUCTION CONTRACTOR shall be responsible to inform and negotiate with household owners to obtain access into the premises to make the necessary installations.

D.1 SCOPE OF WORK

D3.1. Project Components

The Works comprise of the following elements, which are defined in the following detailed specifications:

- 1.1 Low voltage reticulation
- 1.2 Earthing
- 1.3 Electrification of rural Villages
- 1.4 Single phase prepayment energy meters and dispensing equipment
- 1.5 Installation of pole mounted transformers
- 1.6 Installation of Light fittings on wooden poles

D3.2. Low Voltage Reticulation

D3.2.1 SCOPE OF THE LOW VOLTAGE RETICULATION

The Electrical Contractor shall supply and install low voltage overhead electrical reticulation utilising ABC conductor supported on wooden poles to provide for the electricity services to the 127 rural erven.

The low voltage reticulation includes the installation of the service connections to each erf.

D3.2.2 CODE OF PRACTICE

The quality of materials and workmanship for the low voltage reticulation shall comply with the Code of Practice for Overhead Power lines for conditions prevailing in South Africa (NRS 041-1995) and the Specifications defined in the Bid documentation.

D3.2.3 RETICULATION DRAWINGS AND DETAIL DESIGN DRAWINGS

The LV reticulation shall be constructed in accordance with the following:

- 3.1 Reticulation design drawings provided with the Bid documentation
- 3.2 Standard structure drawings provided with the Final Design Package which will be issued to the successful Bidder.

D3.2.4 Erection of Low Voltage Reticulation

D3.2.4.1 General Erection Practices

The following clearances shall apply to low voltage reticulation and service connections utilising for aerial bundle conductor up to a maximum rated phase-to-phase voltage of 1,1 kV.

The low voltage reticulation shall be installed within the roadway reserves as indicated on the Drawings.

The Consulting Electrical Engineer shall provide the Electrical Contractor with the applicable sag tables for aerial bundle conductor.

The low voltage reticulation shall utilise 9m /7m wooden poles with 120 mm - 140 mm pole top diameters, which shall comply with SANS 754 (1994) (pine poles), or as may be specified in the drawings and/or BoQ.

D3.2.4.2 Open Wire Conductor

Open wire Conductor that is Aluminium Conductor Steel Reinforced (ACSR) consisting of Mink.

D3.2.4.3 Electrical protection for the low voltage reticulation.

The low voltage overhead ABC conductor circuits shall be protected by 63A fuses, which shall comply with the rating, specified in the Schedules and shall be situated in the low voltage Moss Dorf holder mounted on the transformer structure.

D3.2.4.4 Low voltage service distribution protection boxes (SDP)

The SDP's shall comprise either Type 1, 2, 3, 4, 6 or 8 way, as detailed in the Drawings and the Schedules of Quantities.

The complete SDP shall be rated to suit a 5 kA fault level.

The SDP shall be secured to the pole with two straps, which shall comprise 16 mm stainless steel "Bandit" strapping, or equal and approved. The SDP shall be mounted on the line side of the pole (i.e. facing the feeding transformer).

D3.2.4.5 Consumer service connections:

Service connections will consist of overhead 10mm² AIRDAC cable. The Electrical Contractor shall terminate each overhead service connection utilising M16 pigtail bolts and strain clamps, as detailed in the Drawings. The pigtail bolt is to be secured to the highest point of the house, unless instructed otherwise. Pigtail bolts are to be mounted in the following ways:

- 1 Through the top or side of a suitable sized truss or timber member and may not be mounted to the end of any timber. The mounting may require fastening through the eaves roof sheeting, or
- 2 Through the brick or block wall, or
- 3 5m kicker poles to be planted next to each dwelling.

The electrical contractor is to obtain the correct fastening method from the consulting engineer prior to the installation as it may vary depending on the various houses.

All 10mm² AIRDAC service cable installed requiring a kicker pole for clearance, is to have 2 strain clamps at each pole to take the strain of the Airdac from both sides by forming a loop between the two strain clamps. Only one strain clamp is required where kicker poles are planted within 1 m of the house. Where parallel service airdacs are installed, the airdacs are to be loomed with suitable sized cable ties at 1m intervals.

The consumer distribution boards shall be supplied and installed by the Electrical Contractor and shall comprise "Ready boards" which shall comply with the Nkomazi Local Municipality Specification. The consumer distribution board mounting rails shall be secured to the walls of each house with four lengths of 6 mm galvanised threaded rod, utilising two galvanised 30 mm * 6 mm washers and nuts on each rod. Ready boards to be installed in the kitchens of houses unless otherwise instructed.

D3.2.5 EARTHING

This specification covers the earthing requirements for the reticulation installation. The transformer earthing must be at least to $p = 300$ (Eskom Specification)

D3.2.5.1 CODE OF PRACTICE

The earthing installation shall comply with all relevant requirements as stipulated in this document.

D3.2.5.2 DEFINITION AND TERMINOLOGY

Earth resistance: The resistance of the electrode and surrounding earth as measured between the earthing lead and the general mass of the earth.

Earth resistivity: The resistance between the opposite faces of a cube of earth having sides of length 1 m.

Earthed: So connected to the general mass of the earth as to ensure at all times an immediate discharge of electrical energy, without danger.

Earthed lead: A conductor, including any clamp or terminal, by which connection of the consumer's earth terminal is made.

Earthing system: A system intended to provide at all times, by means of one or more earth electrodes, a low impedance path for the immediate discharge of electrical energy, without danger, into the general mass of the earth.

D3.2.5.3 **DETAIL DESIGN DRAWINGS**

The earthing installation shall be constructed in accordance with the Eskom standard design drawings as per the drawing schedule list.

D3.2.5.4 **EARTHING CONNECTIONS AND EARTHING AT DISTRIBUTION CENTRES**

D3.2.5.4.1 **General Requirements**

The earth electrodes utilised for all electrical reticulation comprising overhead lines shall consist of copper earth rods of 16-mm diameter.

All pole mounted transformer substations shall incorporate separate MV and LV three point star earth assemblies. The separate earthing leads shall comprise 16 mm² insulated copper conductors, but shall be rated to suit the short circuit rating of the electrical installation. There must be a 5m separation between the MV and LV earth at the transformer. The transformer must have an N surge-arrester. The earthing must be installed as per the Eskom specification.

The MV earth to be connected to the tank.

The LV earth to be connected to 'N'. The bottom of the LV 'N' surge-arrester to be connected to the transformer tank.

All earthing terminals on equipment and supporting structures must be separate and visible. Earthing bolts and screws should be used to secure earthing connections and shall not serve any other mechanical purpose.

All earthing connections must be so arranged that they are permanently connected and do not have to be disconnected for any purpose, such as when a neutral conductor is disconnected for testing purposes, etc.

All normally accessible earthing terminations to equipment should be made with compression lugs and shall be bolted.

D3.2.5.4.2 **Stays**

All stays shall be fitted with a stay insulator on all MV reticulation networks and LV distributors.

D3.2.5.4.3 **Pole mounted substations**

All the transformers are to be earthed in accordance with the included drawings.

D3.2.5.4.4 Lightning arrestors

The "earth" side of arrestors shall be connected always via the tank of protected equipment as directly as possible to the main earth conductor, by an earth conductor of 16 mm² in section.

Where arrestors are provided with devices for disconnecting the arrestors in the event of its failing, the connection from the "earth" side must be flexible enough to allow the disconnecting device to blow clear of the arrestor if it operates but must prevent its coming closer than the specified clearance to any live point.

D3.2.5.4.5 Other plant and equipment

All accessible metallic portions of electrical plant or apparatus, which, though not forming part of an electrical circuit, may accidentally become alive, shall be earthed (except for cross arms).

D3.2.5.4.6 Overhead lines (general)

On overhead line construction employing steel cross arms, steelwork on the poles need not be earthed.

D3.2.5.4.7 Customer's service cable and earthing at point of supply to customer

TNS-C system to be used. 'N' to be bonded to earth.

D3.2.5.4.8 Impedance of the earth electrode connection

1) MV Earth Connections

The earth connection of the MV earthing system shall be so located, installed and maintained as to have an impedance to earth, at all times of not more than 30 ohms.

2) Neutral earthing at distribution centres

The overall resistance to true earth of the LV electrodes one span away from the transformer must be less than 20 ohm.

All exceptions, i.e. maximum effort without attaining the required resistance values, are to be recorded and be available for investigation on request.

D3.2.6 OVERHEAD UN-INSULATED POWER LINES UP TO 11 kV

D3.2.6.1 SCOPE OF THE MEDIUM VOLTAGE RETICULATION

The 11 kV overhead electrical reticulation comprises the wooden poles, cross-arms, stays, conductors, insulators, fuse links, transformers, lightning arrestors and other equipment specified in the project specifications.

All transmission line materials and fittings used shall be new and shall comply with the material and performance specifications.

D3.2.6.2 POLES AND CROSS-ARMS

D3.2.6.2.1 Quality of materials

- a) Wooden poles and cross arms shall conform to SANS 753.
- b) The poles and cross arms shall be of group strength A and shall bear the SANS mark of approval.
- c) Preservatives of the poles and cross arms shall comply with the requirements for type A1 of SANS 590 and the impregnation shall be carried out in accordance with SANS 05 using the empty cell pressure process.
- d) The method of banding of the poles and cross arms shall be loop tensioning on both ends of the poles and cross-arms.

D3.2.6.2.2 Pole dimensions

- a) The pole dimensions listed in the table below shall be used. Poles not complying with these dimensions shall be removed from site.

LENGTH (m)	TOP DIA (mm)	
	Min	Max
5	80	99
7	100	119
7	120	139
9	140	159
9	160	179
11	160	179
11	180	199
12	200	219
13	200	219

- b) Templates shall be used for drilling holes required to fix cross-arms, brackets, insulators, etc. to the poles. After drilling, the holes shall be coated with a mixture of creosote and tar.

D3.2.6.2.3 Cross arm dimensions

- a) Cross arms shall be of steel or wood as specified in the detailed technical specification.
- b) Steel cross arms shall be manufactured from standard steel sections complying with SANS 221 or BS 4360.
- c) Wooden cross arms shall comply with SANS 753, group strength A, and shall be straight in grain.
- d) The minimum diameter of cross arms shall be as follows:

LENGTH (m)	TOP DIA (mm)	
	Min	Max
2,0	140	160
2,5	140	160
3,0	160	185
3,5	160	185
4,0	160	185
4,5	160	185

- e) Tie straps shall be manufactured of mild steel to SANS221 or grade 43 of BS 4360.
- f) Cross arms and tie straps shall be bolted to poles using galvanised bolts, nuts and washers, and curved wood pole washers shall be fitted between bolt heads and the poles and between cross arms and the poles.
- g) Back straps and U-bolts may be used to attach wooden cross arms to the poles.
- h) Curved wood pole washers shall also be fitted between the collars of insulator pins and the cross arms or pole and between the pin nut and the cross arms or the pole.
- i) Curved wood pole washers shall be galvanised malleable cast iron or mild steel with a minimum thickness of 6 mm and shall have a minimum square outside dimension of 63 mm.

D3.2.6.3 CONDUCTORS

D3.2.6.3.1 Conductor specification

- a) Conductors of overhead electrical transmission lines shall comply with the following specification:

Steel cored aluminium SANS 182 Part 2

- b) The cross-section Village of conductors shall comply with the detailed technical specification.

D3.2.6.3.2 Stringing of conductors

- a) Conductors shall be run out from freely rotating drums mounted on suitable jacks and axles, but the drum must be braked during running out to prevent overrun and damage to the conductor.
- b) Conductors shall not be run out along the ground. Pulleys shall be used to support conductors being run out on poles.
- c) Manufacturers' stringing and tension charts shall be used to erect conductors.
- d) Initial tensioning of conductors shall be by means of suitable rated winches or chain ratchet pullers and come-alongs designed for the type and size of conductor specified.
- e) Final tensioning and regulation of conductors shall be by means of suitably rated and sized line grips. All conductors shall be tensioned simultaneously.
- f) Conductors shall not be tensioned to more than 25% of breaking strength of the conductor at -5.5C with no wind.

D3.2.6.3.3 Termination of conductors

- a) Conductors shall be terminated utilising one of the following methods on system voltage specified:

High voltage systems: Pistol grip or small type tension clamps.

Dead end grips.

Where steel cored aluminium conductors are specified they shall be bound with a stress relieving aluminium tape, the dimensions of which shall not be less than 1.5 mm thick and 5 mm wide, on the length of the conductor that pass through the tension clamp.

- b) The use of "Crosby" type clamps is not acceptable for the termination of conductors or stays.
- c) Binding in of conductors on support insulators shall be by means of a preformed type binding to suit the conductors and insulators specified.
- d) Conductors shall be protected by means of preformed armour rods to suit the conductor specified on all intermediate support insulators unless otherwise stated in the detailed technical specification.

D3.2.6.4 INSULATORS

Insulators and their metal fittings shall comply with SANS 177 for system voltages from 1 kV and SANS 161 for system voltages up to 11 kV.

Only insulators that passed the requirements of DPC 34-213 and DPC 34-224 will be acceptable.

The minimum creepage distance will be 31mm/kV.

Sheds shall have an open aerodynamic profile in accordance with IEC 6815.

D3.2.6.4.1 Post insulators

- a) Post insulators shall comprise a porcelain insulator mounted on a steel pin.
- b) Post insulators shall be of class B.
- c) The insulators for nominal system voltages of 11 kV shall be designed to limit radio interference and the marking "RIF" must be displayed on the insulator. A semi-conductive glaze coating applied to the tie-top portion of the insulator and cemented-in metal thimbles in the pinhole may be employed for this purpose.
- d) The pins of post insulators shall be straight and shall be complete with washers and nuts. The shank and threaded lengths shall be as specified on the drawings or as required for the mounting application. Pins, nuts and washers shall be hot dip galvanised in accordance with SANS 763.

D3.2.6.4.2 Long rod insulators

- a) Ceramic long rod insulators

The insulators shall be glazed porcelain and shall comply with IEC 60383-1.

The end fittings shall be clevis / tongue fittings and be manufactured from ductile or malleable cast iron galvanised to comply with SANS 121 / ISO 1461.

- b) Composite long rod insulators

- Composite insulators consist of a core, housing (including weather sheds and sheath, where applicable) and metal end fittings.
- End fittings shall be the galvanised steel crimped type and not the wedge type.
- The core, which provides the strength, shall be an acid resistant glass fibre reinforced rod.
- The housing and sheds are the external insulating part of the insulator and provides the necessary creepage distance.

- The insulators shall be designed, manufactured and tested in accordance with IEC 61109 with the exception of test of housing: tracking and erosion tests in IEC61109. This test shall be replaced with the natural ageing and pollution performance tests and shall be completed at the KIPTS test station.
- The insulator design shall ensure that the core is totally sealed and no part of the core shall be exposed during normal handling and use. The design shall be proved by means of the required design tests.

D3.2.6.4.3 Lightning impulse withstand and flash-over voltages

- The 50% lightning impulse withstand voltage of a single insulator unit shall be at least 170 kV.
- The minimum dry flash-over voltage shall be 84 kV and the minimum wet flash-over voltage shall be 53 kV.
- The minimum puncture withstand voltages of post insulators shall be as stipulated in Table 4 of SANS 177.

D3.2.6.4.4 ABC Fittings

Table 1 shows the list of standard fittings used by Eskom Distribution Group in the construction of bare neutral ABS systems.

Table 1 – List of fittings (bare neutral only)

	DESCRIPTION	SAP	STD DWG D-DT ...	SPEC
1	SUSPENSION CLAMP 35-50MM ²	0168578	3061	NRS018-3
2	STRAIN CLAMP 35-50 MM ²	0168575	3060	NRS018-3
3	PIGTAIL BOLT ASSEMBLY	0163767	3003	NRS018-3
4	IPC 35-95/IPC 35-95 (BLACK) ABC INS PHASE/ABC INS PHASE	0165496	3039 SH2	NRS018-5
5	IPC 35-95/IPC 6-25 (BLACK) ABC INS PHASE/SERVICE INS PHASE	0165494	3039 SH1	NRS018-5
6	PG 35-50/IPC 6-25 (BLUE) BARE NEUT (PG)/SERV (IPC)	0165498	3039 SH3	NRS018-5
7	IPC 35-54.6/IPC 35-50 (CREAM) INSUL NEUT (IPC)/BARE NEUT (PG)	0165521	3039 SH4	NRS018-5
8	PG 35-50/PG 35-50 (METALLIC) AL BARE NEUT/AL BARE NEUT	0165495	3058	NRS018-5
9	35 MM ² 1PH ABC TENSION JOINT SET 1 PHASE + 1 BARE NEUTRAL	0165767	3089 SH2	NRS018-5
10	35 MM ² 2PH ABC TENSION JOINT SET 2 PHASE + 1 BARE NEUTRAL	0165766	3089 SH2	NRS018-5
11	35 MM ² 3PH ABC TENSION JOINT SET 3 PHASES + 1 BARE NEUTRAL	0165720	3089 SH1	NRS018-5
12	70 MM ² 3PH ABC TENSION JOINT SET 3 PHASES + 1 BARE NEUTRAL	0165721	3089 SH1	NRS018-5
13	35 MM ² BI-METAL INSUL LUG	0165693	3116	NRS018-5
14	70 MM ² BI-METAL INSUL LUG	0165667	3116	NRS018-5
15	35 MM ² BI-METAL BARE LUG	0165722	3024	NRS018-5

16	LINE TAP	0165566	3048	PER DWG
17	50 MM ² BI-METAL BARE LUG	0165723	3024	NRS018-5
18	H-CRIMP: BARE NEUT/BARE NEUT/BARE NEUT/INS SERV N	0168675	3019	NRS018-5
19	LOOSE END CAP 35-95 MM ²	0168474	3079	NRS018-5
20	CABLE TIE 9 X 270	0168521	3075	NRS020

D3.2.6.5 FITTINGS

D3.2.6.5.1 General

- a) All fittings made of steel of malleable iron, including the treaded portions of bolts, shall be hot-dip galvanised in accordance with SANS763 to prevent corrosion.
- b) Bolts and nuts shall be of steel with hexagonal heads. Where bolts and nuts secure metal parts, single flat mild steel washers shall be used at both the bolt head and nut sides.
- c) Bolts shall be locked by means of lock nuts or other approved methods.
- d) All line, earth conductor and stay wire fittings shall not employ screw threads loaded in tension with the exception of cross arms eye bolts and turnbuckle type stay rods.
- e) Adequate bearing Villages between fittings shall be provided. Point or line contacts shall be avoided where possible without adversely affecting the flexibility of the fittings.
- f) All split pins shall be of phosphor bronze or stainless steel and shall be backed by flat steel washers.
- g) The mechanical strength of insulators and fittings shall provide a factor of safety of at least 2,5 based on the guaranteed minimum failing load when they are subjected to the maximum design tension in the conductor or earth wire to which they are attached. The ultimate breaking strength of insulators and fittings specified for tension applications shall in any event not be less than 70 kN.

D3.2.6.5.2 Tension clamps

- a) Tension clamps shall be of the bolted type snail clamps.
- b) The clamps shall be made of malleable cast iron to BS 310 and manufactured in compliance with SANS178.
- c) Tension clamps shall not permit slipping of or cause damage to or failure of the complete line conductor or any part thereof at a load less than 94% of the ultimate strength of the line conductor for which it is intended.
- d) The tension clamps shall be designed so that relative movement between individual conductor layers shall not occur during assembly.
- e) All bolts or U-bolts shall be provided with locknuts or an alternative locking manner approved by the Engineer. All nuts shall be backed with flat steel washers.
- f) The clamps shall match the clevis and tongue string insulator units without additional adaptors and shall also be suitable for the specified conductor type and size.

D3.2.6.5.3 Thimble clevis

- a) Thimble clevis shall be used with preformed dead-ends.
- b) Thimble clevis shall be made of malleable cast iron to BS 310.
- c) The radii of the thimble clevis shall be suitable designed to accept the preformed dead-ends.
- d) The thimble clevises shall match the clevis and tongue string insulator units without additional adaptors.

D3.2.6.5.4 Cross arms and tower attachments, shackles, links, adaptors and yoke plates

- a) All fittings will be according to the Eskom Specifications.

D3.2.6.5.5 FUSE LINKS

- a) Fuse links shall be of the type specified.
- b) Fuse links shall be installed at all transformers and where specified.

D3.2.6.6 TRANSFORMER MOUNTINGS

- a) All transformers will be mounted out of line as per the Eskom DDT1866 drawing.

D3.2.6.7 LIGHTNING ARRESTORS

Lightning arrestors shall be provided and mounted on the transformer tank, and wired as per specification specified.

D3.2.6.8 STAYS AND STRUTS

D3.2.6.8.1 General

- a) Stays or struts shall be installed at every terminal support and at other points where it is necessary to ensure stability of the overhead line.
- b) Stay rods, plates and associated equipment shall be manufactured according to the Eskom Specifications.
- c) Stay rods shall be supplied complete as per Eskom Specifications.

D3.2.6.8.2 Stay wire

Stay wires shall comply with the relevant Eskom MV and LV stay assembly drawings for galvanised steel wires and stranded conductors.

D3.2.6.8.3 Stay insulator

- a) Stay insulators shall be manufactured of brown glazed porcelain or fibreglass rod and ductile iron and galvanised end fittings and have an ultimate breaking strength of 100 kN.
- b) The minimum wet and dry flash over voltages of stay insulators shall be 30 and 35 kV respectively.

D3.2.6.8.4 Strut pole

- a) Strut poles shall be installed where the use of stays is not practical.

- b) Where strut poles are installed the carrier pole shall have a stay plate installed at its base to prevent pivoting.
- c) All strut poles will be installed with an anti-climbing device and a danger sign as specified.

D3.2.6.8.5 EARTHING AT STRUCTURES CARRYING EQUIPMENT

- a) Steelwork and poles shall generally not be earthed except at structures for transformers, isolators, fuse links, cable boxes, lightning arresters, etc.

D3.2.6.8.6 EXCAVATIONS

- a) Excavations for poles, stays and trench earths shall remain open for as short a period as possible. The Electrical Contractor shall erect and maintain guards, warning notices and lights at open excavations and soil heaps.
- b) Excavations shall be classified as follows:
 - HARD ROCK : shall mean rock that can only be broken by explosives.
 - INTERMEDIATE ROCK : shall mean rock that cannot be economically excavated by hand but without the use of explosives. Mechanical means i.e. machines shall be used for this purpose.
 - PICKABLE : shall mean all material not classified as rock or soft rock
- c) After poles and stays have been planted, the holes shall be backfilled and well compacted. Compaction shall be executed in layers of not more than 300 mm to obtain a high compaction density.

No holes shall be left open at any stage.

- d) The poles shall be planted at the following minimum depths

LENGTH (m)	PLANTING DEPTH (m)
7	1,3
8	1,4
9	1,6
10	1,8
11	1,8
12	2,0
13	2,2
15	2,5

- e) The following dimensions shall be used when calculating the cubic capacity of excavations:
 - Pole holes : 1.2m x 0.6m x depth
 - Stay holes : 1.2m x 0.6m x 1.5m
 - Trench earths : 0.5m x 0.6m x length

- f) All the poles shall be installed with the marking tags facing the roadside, where applicable, or else face in the same direction where a road does not exist alongside the overhead line.
- g) Poles shall not be installed in clayed soil or in swampy conditions without the necessary precautions to stabilise the installation. Kick blocks and bases shall be provided where grounds with poor bearing qualities are encountered.
- h) If unsatisfactory conditions for the installation of poles are encountered during the excavations, the Engineer shall be informed without delay in order to facilitate alteration of the foundation design or alteration of the route of the line.
- i) Poles and stays shall be installed on undisturbed soil.
- j) If wooden poles are installed in concrete or other water retaining foundation the pole shall protrude through the concrete to ensure adequate natural drainage to prevent rotting of the wooden pole in the foundation due to the accumulation of water between the pole and the foundation.

D3.2.6.9 DOCUMENTS AND DRAWINGS

- a) The Contractor shall supply all relevant documentation together with manufacturers' test certificates for equipment specified or approved for installation.
- b) The Engineer prior to installation shall approve any deviation from materials or equipment specified.
- c) All alterations shall be marked up by the Electrical Contractor on "as built" drawings and handed over to the Engineer.

D3.2.6.10 TESTS AND COMMISSIONING

The minimum requirements for the testing of overhead line installations shall be as follows:

- a) For voltages not exceeding 1 kV, tests shall consist of at least:
 - Insulation and continuity test by means of a 500 volt insulation-resistance tester.
 - Phase rotation at each connection and/or shackle point
 - No load voltage at supply point
 - No load voltage at terminal point
 - Full load voltage at terminal point
- b) For voltages exceeding 1 kV and up to 11 kV, tests shall consist of at least:
 - AC or DC injection (pressure tests) between phases, and phases and earth at 1.5 times the rated system voltage for 15 minutes.
 - Phasing out at interconnecting line isolators, back-to-back terminations, etc.
- c) All pre-commissioning and commissioning test shall be reported to the Engineer one week prior to such tests being performed.
- d) Test sheets shall be made out in triplicate indicating type of tests performed and resultant observations noted.
- e) Test sheets shall be dated and signed by the Electrical Contractor or Electrical Contractor's representative as well as a witness.
- f) A standard overhead line test sheet is included in this specification for basic requirements. Further tests may be required to be performed and these shall be specified in the detailed technical specification.

D3.2.6.11 DROP-OUT FUSES AND ISOLATORS

A safety fuse must be suitable for vertical mounting at an angle of approximately 30 degrees and must be suitable for use on 11 kV overhead lines.

D3.2.6.11.1 Isolators

The isolators will be of an outdoor type. The 11 kV isolators should be able to resist a wet (rain) creepage test of 15 kV and 30 kV respectively for 60 seconds.

D3.2.6.11.2 Dropout fuse element

The element tube should be manufactured of a special spark extinguishing fibre. The tube will be strengthened to accommodate high explosions. The safety fuse element will be of a NEMA standard type.

D3.2.6.11.3 Construction

The safety fuses should be hand operated under normal circumstances and should disconnect in faulty situations. Hand operation will apply by using a standard isolated link plate. Fuses should be able to be replaced easily and safely while the apparatus is still alive.

D3.2.6.11.4 Installation

The drop-out fuses should be suitable for cross axis mounting. For this purpose, a galvanised clamp should be supplied with every unit. Parallel grooved terminals, which can accommodate conductors from 20 mm² to 70 mm², should be part of every fuse.

All bolts, nuts and washers should be of a non-corroding metal.

D3.2.6.11.5 Tests

The safety fuses should comply with the following requirements:

Normal Voltage	11 kV
Current carrying capacity	100 A
Minimum breakpoint (symmetrical)	5 kA - 8 kA
Minimum distance between open contact	360 mm
Minimum distance between phase and ground	250 mm

D3.2.6.12 POLE-MOUNTED TRANSFORMERS

This specification describes in detail the requirements for pole-mounted transformer.

D3.2.6.12.1 Materials

- a) Transformer tank shall be sealed and may be either rigid or corrugated.
- b) All welding materials shall be of the same quality of the base metal.
- c) The transformers are to be of a sealed type with welded lids.
- d) All edges shall be removed and shall have a smooth finish.
- e) After all machining is completed, the entire unit shall be cleaned with a suitable solvent prior to a finish being applied.
- f) All surfaces shall be properly treated against corrosion.
- g) The finish shall be obtained by the use of the electrostatic epoxy coating method. Other finishes will be considered, provided that full details of the process are submitted with the Bid. The colour to SANS1091: 1975 code C12) as approved by the Engineer shall be used for final finish. Bidders are requested to quote the standard colour of their equipment.

D3.2.6.12.2 Transformer Specification

- a) Type:
 - (i) Winding double wound
 - (ii) Core or shell core
 - (iii) Frequency 50 Hz
 - (iv) Cooling ONAN
 - (v) Installation pole-mounted
 - (vi) Low loss
 - (vii) Sealed to comply with NRS 027/1994
- b) Electrical network requirements:
 - (i) Rated maximum HV voltage: 12 kV
 - (ii) Rated maximum LV voltage: 480V Rural phase - 240 V single phase
 - (iii) Earthing (HV and LV) neutral solidly earthed
 - (iv) Load power factor approximately 0,8
- c) Vector group and symbol: DYN 11 (three phase transformers)
- d) Impedance shall be in accordance with Table 9 of SANS 780-1979
- e) HV Winding insulation level shall be rated at 95 kV in accordance with Table 11 of SANS 780
- f) LV Winding insulation level shall be rated at 2.5 kV RMS (table 11 SANS 780)
- g) Tap change range of $0 \pm 3 \% \pm 6 \%$, utilising an off load, external rotary type tap change switch, with a locking device, shall be provided if specified.
- h) Standard fittings shall include:
 - (i) Rating and diagram plate.
 - (ii) Neutral terminal.

D3.2.6.13 DISTRIBUTION TRANSFORMERS

D3.2.6.13.1 General Requirements

D3.2.6.13.2 Standards

In addition to complying with the requirements of Section 6.3 for pole mounted transformers, all distribution transformers shall be manufactured in accordance with SANS780, and with the following specification.

D3.2.6.13.3 Quality Control

If the Bidder's quality control system meets the requirements of SANS0157, this should be indicated in the Data Schedule.

D3.2.6.13.4 Windings

The Winding material (i.e. copper or aluminium) shall be as specified in the Equipment Schedule.

D3.2.6.13.5 Fittings

The fitting shall be as indicated in the Equipment Schedule. When pole-mounting transformers are specified, all necessary clamps, bolts, nuts, washers, etc. shall be supplied. The bolts, nuts and washers shall be made from stainless steel.

D3.2.6.13.6 Drawings

Within six weeks of receiving the official order, the supplier shall submit three copies of the general arrangement drawing and the rating/diagram plate drawing. The general arrangement drawing shall also clearly indicate dimensions, weights and the position of all points of connection for cables or conductors in relation to the base.

D3.2.6.13.7 Testing

Work Tests: Route tests shall be carried out at the Manufacturer's Works in accordance with Clause 7.1.1 and Appendix D of SANS780. Three copies of the certificates mentioned in D6 shall be supplied to the Engineer.

Site Tests: Site tests shall be limited to the measurements and recording of values of insulation resistance and electric strength and moisture content of the insulating oil of non-sealed transformers (oil tests of SANS 555).

Transformers which have an insulation resistance less than 1 000 Mega ohms or which fail the oil tests shall not be acceptable.

Two copies of the test results which shall clearly indicate the person (s) who carried out the tests and which shall bear the signature of that person shall be supplied to the Engineer.

Two values of insulation resistance shall be measured.

HV winding to earth with the LV winding earthed.

LV winding to earth with the HV winding earthed.

For test 1.6.1 on 11 kV transformers a 5 kV insulation tester shall be used. For test 1.6.2, a 2 kV insulation tester shall be used.

D3.2.6.13.8 Transport

When silica-gel breathers are specified, they shall be removed, placed in a waterproof covering and securely fixed to the transformer before leaving the manufacturer's premises.

All other equipment, (e.g. thermometers) shall be suitably protected against the weather and mechanical damage in transit.

D3.2.6.13.9 Erection on Site

When erection is included in the Contract, the transformers shall be off-loaded, installed and correctly positioned in the substations or other places specified.

All packing shall be removed, and any bushings or fittings removed for transport shall be replaced. Any damage to the transformers, fittings or paintwork in transit or erection shall then be made good to the approval of the Engineer. If, in the opinion of the Engineer, the damage is such that its repair on site would allow the windings to absorb moisture, or otherwise affect the performance or reliability of the transformer, the transformer shall be returned to the works for repair and shall be re-tested before subsequent despatch to site. After erection (and repair), the transformer shall be cleaned down to remove all dirt and oil. Tests for insulation resistance and oil condition shall then be made as specified.

Under no circumstances shall the Electrical Contractor expect or request the Employer to perform any of the services mentioned above.

D3.2.6.14 SINGLE PHASE PREPAYMENT SPLIT PLC METERS AND DISPENSING EQUIPMENT

D3.2.6.14.1 SCOPE

The Electrical Contractor shall procure, delivery, install, connect, commission and validate the prepayment energy meters and dispensing equipment in accordance with the specification.

D3.2.6.14.2 SPECIFICATION

The following specifications form part of this specification:

- a) SANS 1524/1 : Prepayment Split PLC Meters
- b) SANS 0142 : Wiring code
- c) NRS 009/1,2,3 : National energy meters cards and association numbering standards

D3.2.6.14.3 MATERIAL

All equipment used shall comply with the applicable SANS standards and the wiring shall comply with the latest revision of SANS 0142.

The unit must be manufactured from rust free material such as glass fibre reinforced plastic.

D3.2.6.14.4 PREPAYMENT SPLIT PLC METER UNIT

The design of the unit shall be such that any unlawful tampering shall disable the unit and can only be repaired by authorised operators.

The control logic and memory shall be designed such that interruptions or disturbances in the supply will not affect the meter in any way.

The unit shall have the following built in feature or programmable function:

Programmable main switch (two pole)
LED that flashes at a given rate for energy consumption
LCD display for messages
Unique coding system for entering information

The use of a keypad to add additional units. Once entered successfully, the code or card shall be prevented from being re-entered.

Warning messages that shall warn the consumer of low energy, and unit status.

The main switch (E/L) shall be used as the control unit for the prepayment meter.

D3.2.6.14.5 INSTALLATION

The unit is normally installed in top box on 9m Pole and customer interface unit in the kitchen or dining room as described in the project specification. The service cable shall enter the unit from the rear through the wall or as agreed with the Clerk-of-Works.
The installation shall comply with SANS 0142.

D3.2.6.14.6 UNIT NUMBERING

Each unit shall be supplied with a "meter number" that is required when electricity is purchased.

A name tag that shall tear if tampered with, will have the following wording:

"Property of : _____
"Eiendom van _____

The letter size shall be 5 mm.

D3.2.6.14.7 CUSTOMER INTERFACE UNIT EQUIPMENT

- The equipment shall comply with the latest 575 standardised coding system.
- A register that contains all transactions that can be downloaded and backed up by an authorised operation.
- A database with all energy meters numbers that it dispensed units to.

D3.2.6.14.8 TESTS

Isolation and earth continuity tests shall be conducted on each unit and recorded on the certificate of compliance.

D3.2.6.15 EQUIPMENT SCHEDULE FOR SPLIT METER READYBOARD

Normal Voltage: 240 V
Fault withstand capacity: 5 kA

Box to be SANS approved, weatherproof, suitably sized to contain the following:

- 1 x 60A earth leakage unit (used as main disconnect, mounted on left hand side and receives the service conductor)

SPECIFICATIONS

SAP MATERIAL NO. 229833

SHORT DESCRIPTION: SPLIT METER READY BOARD, ECU D3171

TECHNICAL DESCRIPTION:

- Split meter ready board.
- Surge Arrester Installed
- Neutral linked to earth
- Standard wall box with 2 off switched socket
- Passive base connected to wall outlet box with 2,5mm SQ. 2 core and earth, UV stable, aluminium armoured, PVC sheathed cable to SANS Village7. Wall box has 4 – external mounting holes
- For use with energy control unit (ECU)
- For use when meter is to be installed outside
- A full COC will be required after installation
- Eskom drawing no. D-DT-3171

D3.2.6.16 EQUIPMENT SCHEDULE FOR METER, SPLIT DIN RAIL 20A; ELECTRICITY METER

Normal Voltage: 240 V

Fault withstand capacity: 5 kA

The meter should be a single phase Split din rail configuration, class 2, pre-payment electricity split meter. The meter must be protected against lightning and voltage surges with a 5 kA / 5 kV surge arrester and must be able to withstand 414 volts for a minimum period of 48 hours. Must comply to SANS 1524-1, and SANS 62051.

Additional marking required on ECU:

The following minimum information shall be legible and indelibly marked on the ECU. This information shall be visible on the front of the enclosure:

- 1) The designation “ECU” in letters at least 4mm high, (preferably larger)
- 2) The rated current in A
- 3) The earth leakage protection unit sensitivity in mA
- 4) The over current breaking capacity in kA
- 5) A message, located close to the earth leakage test button, with the legend: “Test often. If unit does not switch off, seek advice.” or similar.

Tamper Sensor

A tamper sensor that senses entry into the measurement unit enclosure and disconnects the load, shall not be fitted. Alternatively, if a sensor is fitted, it shall be permanently disabled by the manufacturer. A configuration setting that can be enabled again by an engineering code is not a sufficient method of disabling.

Single phase meters designed as a self contained unit

Single phase prepayment meters that are not designed as split meters shall be constructed in accordance with the requirements of drawing number D-DT-3171, sheets A, B, C, D, E and F that form part of SCSSCAAJ1.

Prepayment meters that do not provide earth fault and over current protection shall be constructed in such a way that the active unit cannot be successfully inserted into the socket without first removing the extra tab, which is indicated in the relevant detail drawing in D-DT-3171, sheet A, section B-B.

Sealing

Provision shall be made for sealing the measurement unit with stainless steel seal wires in accordance with ESKASAAN2. Where the terminals are contained inside the enclosure, they may be sealed with the same seal(s) as the case.

ANNEXES:

Annexure A: BILL OF QUANTITIES

Annexure B: SIBANGE VILLAGE 127 UNITS SITE MAP

Annexure C: SIBANGE VILLAGE 127 UNITS ELECTRIFICATION NETWORK.

Annexure D: PRACTICE NOTE: Workplace Readiness

Annexure E: EPWP, DMRE Schedule of EPWP, SMME, SWO and BEE

Annexure F: Government Procurement – General Condition of Contract.

ANNEXURE A: BILL OF QUANTITIES

ELECTRIFICATION OF 127 UNITS AT SIBANGE VILLAGE

Item No.	Short Description	Amount (Rands)
	Summary	
A	Preliminaries and General	
B	Pegging out the works	
C	Digging Holes	
D	Plant Poles	
E	HV Structures	
F	MV Stays	
G	LV Structures	
H	LV Stays	
I	Service Boxes	
J	Stringing	
K	Transformer Installation	
L	LV Protection Morsdorf type fuses	
M	Installation Earthing	
N	Pole Numbering	
O	Other	
P	House Connections	
Q	Conductor	
	EXECUTIVE TOTAL EXCLUDING VAT:	
	5% Contingency Amount	
	SUB-TOTAL 02	
	VAT @ 15%	
	TOTAL (including VAT)	

ELECTRIFICATION OF 127 UNITS AT SIBANGE VILLAGE

Item	Description	Unit	Qty (A)	Supply Delivery Rate (B)	& Installation / Labour Rate (C)	Total (A*(B+C))
A	<u>Preliminary, General and Provisions</u>					
A.1	<u>Site Establishment when required</u>					
A.1.1	Locally Identify, secure and clear site (20x30m) including rental.	Sum	1			
A.1.2	Establishment of Site Camp (20x30m) (i.e fence & gate).	Sum	1			
A.1.3	Establishment of 1 x (6x2.4x2.7m) Material Storage.	Weeks	13			
A.1.4	Establishment of 1 x (6x2.4x2.7m) air-conditioned Site Office with fire extinguisher and first aid services, security lighting, barricading, warning signs.	Weeks	13			
A.1.5	Establishment of 1 x Ablution unit that contain male/female toilets, 2xurinals, 2xbasins and 2xchange rooms.	Weeks	13			
A.1.6	Establishment of security guard house at the entrance of the site camp.	Weeks	13			
A.1.7	Water and Electricity connections for Site Office and Ablution.	Weeks	13			
A.1.8	Removal of Site Establishment on completion of project.	Sum	1			
A.1.9	INSURANCE AND GUARANTEE: Allow for the provision of insurances as stipulated in the Conditions of Contract, for the duration of the contract	Sum	1			
A.1.10	TRANSPORTATION: Allow for transportation of materials and equipment to site.	Sum	1			
	Sub-Total for A1					

Item	Description	Unit	Qty (A)	Supply Delivery Rate (B)	& Installation / Labour Rate (C)	Total (A*(B+C))
A.2	<u>Preliminaries when required</u>					
A.2.1	Induction and Medical – General workers per task.	each	1			
A.2.2	Induction and Medical – Sub-Contractor per task.	each	1			
A.2.3	Management of Local Sub-Contractors per task.	Weeks	13			
A.2.4	Preparation and submission of a construction program to the Engineer as required in the documents per task.	each	1			
A.2.5	Allow for marking-up a full set of drawings to show the exact positions of cables, cable joints, road crossings etc. These "As build" drawings must be handed to the engineer at commissioning of the equipment. Provide hard + soft copies	Sum	1			
A.2.6	Allow for marking-up a full set of all maintenance manuals, including all technical literature, test certificates and wiring diagrams. Provide hard + soft copies	Sum	1			
A.2.7	Supply and Install name board (2450mm x 2450mm), with the projects, contractor, client and consultants, EPWP, Department of Energy and Minerals details on - prior approval from client required per task. Mount on 2 x 7m wooden pole. Include all accessories for execution of the job.	Each	1			
	Sub-Total for A2					

Item	Description	Unit	Qty (A)	Supply Delivery Rate (B)	& Installation / Labour Rate (C)	Total (A*(B+C))
A.3	<u>Compliance and Security Obligations</u>					
A.3.1	Allow for Compliance with Safety Requirements as set out in the OHS Act and its regulations. This will include but not limited to: Safety plan, safety file, COIDA compliance, appointing of safety representatives and all legal appointments, etc	Once off	1			
A.3.2	Allow for Compliance with Safety Requirements as set out in the OHS Act. This will include holding of safety meetings, Safety talks, toolbox talks, the co-ordination of all safety requirements for all sub-contractors per task.	Weeks	13			
A.3.3	Allow for compilation of all necessary documents to ensure issuing of Construction Permit by Department of Labour and Employment. This task will only deem completed once Permit has been issued.	Once off	1			
A.3.4	Allow for Compliance with Covid-19 Occupational Health and Safety Measures in workplaces per task. This includes supply of relevant equipment and PPE, administrative controls and risk assessment. Measures must be applied to every personnel involved in the project on site including General Local labourers and Sub Contractors. (i.e Screening, sanitisers, disinfectants, masks, risk assessment, reporting, training) per task.	Weeks	13			
A.3.5	ENVIRONMENTAL: Comply with environmental requirements	Weeks	13			
	Sub-Total for A3					

Item	Description	Unit	Qty (A)	Supply & Delivery Rate (B)	Installation / Labour Rate (C)	Total (A*(B+C))
A.4	Provisional / PC Sums					
	For Work to be executed through Local Employment, nominated sub-contractors and Special Services					
A.4.1	Remuneration for Community Liaison Officer	Weeks	13		R1500, 00	R7500,00
A.4.2	Remuneration for sum of 3 x Security Officers	Weeks	13			
A.4.3	Remuneration for OHS Representative	Weeks	5			
A.4.5	Remuneration for OHS Officer, Full time on site.	Weeks	13			
A.4.5	Allow to test and commission the complete installation in the presence of the engineer and the client's representative and hand over for commercial use	Sum	1			
	Sub-Total for A4					
	A – SUB TOTAL: To be forwarded to summary of schedules (A1, A2, A3, A4)					R

B	Pegging out the works	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	MV & LV Pegging	No.	96					
2	As-Built drawing by Surveyor who pegged the lines	sum	1					
3	Path clearing (Bush Clearing and Tree Felling)	sum	1					
	B – SUB TOTAL: To be forwarded to summary of schedules							R

C	Digging Holes	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	11m Pole back-actor or hand 1.8m deep	ea.	8					
2	12m Pole back-actor or hand 1.8m deep	ea.	2					
3	Rock Drill	ea.	2					
4	Compressors	ea.	0					
5	MV Strut poles	ea.	2					
6	LV Strut poles	ea.	3					
7	9m Pole	ea.	84					
C – SUB TOTAL: To be forwarded to summary of schedules							R	

D	Plant Poles	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	9m Wood 160-180mm tops complete with accessories	ea.	84					
2	11m Wood 180-200mm tops complete with accessories	ea.	12					
3	12m Wood 180-200mm tops complete with accessories	ea.	2					
4	Strut poles complete	ea.	5					
5	Transformer structures (Out of Line)	ea.	2					
D – SUB TOTAL: To be forwarded to summary of schedules							R	

E	MV Structures - three phase	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Int ass vertical (1-10deg)	ea.	8					
2	Int ass stag Vertical (0 deg)	ea.	0					
3	T-off ass int vert	ea.	1					
4	Strain ass vert (10-30deg)	ea.	3					
5	In-line strain vert	ea.	1					
6	Anti-Climb	ea.	40					
E – SUB TOTAL: To be forwarded to summary of schedules							R	

F	MV Stays (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	1 Off conv anchor	ea.	2					
2	1 Off flying stay	ea.	0					
3	1 Off strut pole	ea.	2					
F – SUB TOTAL: To be forwarded to summary of schedules							R	

G	LV Structures (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Supply and install 0°-30° intermediate ABC structure	ea.	70					
2	Supply and install 30°-60° strain ABC structure	ea.	10					
3	Supply and install 60°-90° strain ABC structure	ea.	4					
G – SUB TOTAL: To be forwarded to summary of schedules							R	

H	LV Stays (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	1 Off conv anchor	ea.	25					
2	1 Off flying stay	ea.	0					
3	1 Off strut pole	ea.	3					
H – SUB TOTAL: To be forwarded to summary of schedules							R	

I	Service Boxes (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	4 Way metering enclosure	ea.	22					
2	2 Way metering enclosure	ea.	28					
3	6 Way metering enclosure	ea.	0					
4	Conlog W 'BEC 44 (X) PLC	ea.	127					
I – SUB TOTAL: To be forwarded to summary of schedules							R	

J	Stringing (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Mink conductor	m	1300					
2	70 mm sq ABC 3-ph + Neutral	m	650					
3	35 mm sq ABC 3-ph +Neutral	m	820					
4	MV Mink full tension joint	ea.	5					
5	LV joint 70mm full tension	ea.	10					
J – SUB TOTAL: To be forwarded to summary of schedules							R	

K	Transformer Installation (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
	Transformers: 11kV – Out of Line							
1	100kVA	ea.	2					
2	Low Voltage Protective Enclosure below transformer fully wired and labelled with 160A Circuit breakers (Main) and data Concentrator device. Transformer distribution enclosure.	ea.	2					
K – SUB TOTAL: To be forwarded to summary of schedules							R	

L	LV Protection Circuit Breakers (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	160A Circuit Breaker	ea.	2					
2	250A Circuit Breaker	ea.	0					
3	300A Circuit Breaker	ea.	0					
L – SUB TOTAL: To be forwarded to summary of schedules							R	

M	Installation Earthing (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	MV Earthing (Type 1 crowfoot)	ea.	2					
2	LV Earthing (Type 1 crowfoot)	ea.	2					
3	Bonding	ea.	70					
M – SUB TOTAL: To be forwarded to summary of schedules							R	

N	Numbering (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	MV pole numbering	ea.	12					
2	Meter Numbering	ea.	127					
N – SUB TOTAL: To be forwarded to summary of schedules							R	

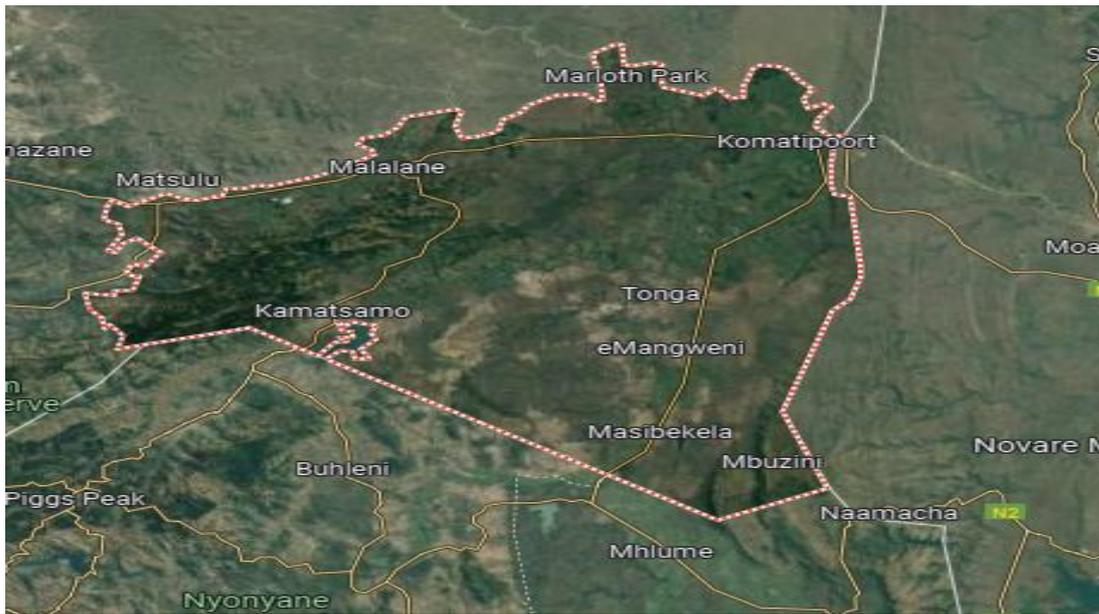
O	Other	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Drop-out fuses three phase c/w structure	ea.	9					
2	Labelling of equipment	ea.	3					
O – SUB TOTAL: To be forwarded to summary of schedules							R	

P	House Connections	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Overhead connections	ea.	127					
2	Connect to Pre-paid Split meters inside enclosures	ea.	127					
3	Supply Ready Board, three pin plug and a light.	ea.	127					
4	Capture and upload of customer data including GPS co-ordinates and Supply of Data books	ea.	127					
5	COC certificates	ea.	127					
P – SUB TOTAL: To be forwarded to summary of schedules							R	

Q	Conductor	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	10mm sq Airdac SNE plus pilot wires	m	4800					
Q – SUB TOTAL: To be forwarded to summary of schedules							R	

ANNEXURE B: SIBANGE VILLAGE 127 UNITS SITE MAP - 25°50'22"S 31°47'45"E

B1. Locality Diagram



B2. Large scale topographical drawing



1. BACKGROUND

- 1.1.** The Disaster Management Regulations allow for the operation of essential services. On 23 April 2020, the President further announced the gradual and phased approach to other business operations which will differ having regard to the applicable level of lockdown as declared by Government from time to time (Levels 1 to 5).
- 1.2.** Every employer will, during each of the levels of lockdown and for the foreseeable future, thereafter, have to adhere to detailed occupational health and safety protocols. This means that all employers must re-examine their activities, work environment and policies in the light of the COVID-19 pandemic and may need to change, adapt or enhance these in order to operate.

2. SCOPE AND APPLICATION

- 2.1.** This document applies minimum practice guidelines for all employers operating in South Africa including all types of businesses (self-employed persons / sole proprietors, independent contractors, companies, close corporations) other organisations (non-profit organisations, trade unions, employer organisations, trusts, associations), and government (national, provincial or district level departments, entities and SOCs), and the like.
- 2.2.** This practice note provides minimum requirements to be applied by employers to enable them to resume operations safely and in a manner that minimises the risk of COVID-19 transmission to workers and members of the public.
- 2.3.** Each employer is unique in its activities, environment and workforce demographics, accordingly while each employer should, where reasonably practicable, apply the minimum controls herein it should consider any additional controls appropriate for its organisation, workspaces and commuting arrangements.
- 2.4.** This practice note provides guidance to employers on the application of the Occupational Health and Safety Act (“OHSA”) and the regulations published thereunder and Disaster Management Regulations and the Ministerial Directives published thereunder.
- 2.5.** Where there is a conflict between this document and any legislation, regulation or directive published on the same matter, then the regulatory document must be followed.

3. OBLIGATIONS OF EMPLOYERS

- 3.1.** As and when sectors are permitted to resume activities per the Disaster Management Regulations, employers in the sector will be required to provide and maintain, as reasonably practicable, a working environment that is safe and without risk to the health of workers.
- 3.2.** In the context of the COVID-19 pandemic, this means any employer which is permitted to commence operations must develop measures to ensure that the workplace meets the standards of health protocols, adequate space for workers and physical distancing measures for the public and service providers, as required. Employers should take steps to eliminate or mitigate the transmission of COVID-19 in respect of its workers and any other person directly affected by the employer's activities (e.g. customers, clients or contractors and their workers who enter their workplace or come into contact with their workers).
- 3.3.** Any employer which is permitted to commence operations during lockdown must phase in the return of their workers to work to manage the return of workers from other provinces, metropolitan and district areas.

4. EMPLOYER DECLARATION

- 4.1.** The head / CEO of the employer should complete a declaration confirming:
 - 4.1.1. the employer has determined that it is permitted to operate in term provisions of the National Disaster Act regulations;
 - 4.1.2. the location(s) of operations;
 - 4.1.3. compliance with applicable regulations and directives;
 - 4.1.4. that the employer has performed a risk assessment which takes into account all risk factors applicable to the workplace
 - 4.1.5. that the employer has designed and implemented a risk response framework which includes appropriate risk control measures having regard to the risk assessment and the measures referred to in this document.
- 4.2.** A sample return to work risk management plan can be found here.
- 4.3.** A sample declaration for a business permitted to operate at level 4 lockdown can be found here.

5. COVID-19 RISK AND RESPONSE FRAMEWORK

5.1. Appointment of compliance officer

5.1.1. Any employer which is permitted to commence operations during lockdown must designate a COVID-19 compliance officer who will oversee the:

- a) implementation of the plan for the phased in return of workers to the workplace as contemplated in paragraph **Error! Reference source not found.**; and
- b) adherence to the standards of hygiene and health protocols relating to COVID-19 at the workplace.

5.2. Initial COVID-19 Workplace Readiness Plan

5.2.1. Before reopening operations, an employer which is permitted to commence operations during lockdown must develop a plan for the phased in return of their workers to the workplace, prior to reopening the workplace for business. This plan must correspond with risk management plan and must be retained for inspection.

5.2.2. For small businesses, the COVID-19 Workplace Readiness Plan can be simpler but should capture the following minimum information:

- a) the size of the business,
- b) which employees are permitted to work;
- c) what the plans for the phased-in return of their workers to the workplace are;
- d) what health protocols are in place to protect employees from COVID-19; and
- e) the details of the COVID-19 compliance officer;

5.2.3. For medium and larger businesses, a more detailed written plan should be developed given the larger numbers of persons at the workplace and in addition to the information in paragraph **Error! Reference source not found.** should include the following additional information:

- a) the date the business will open and the hours of opening;
- b) the timetable setting out the phased return-to-work of workers, to enable appropriate measures to be taken to avoid and reduce the spread of the virus in the workplace;
- c) the steps taken to get the workplace COVID-19 ready;
- d) a list of workers:
 - i. who can work from home;
 - ii. who are 60 years or older; and
 - iii. with comorbidities who will be required to stay at home or work from home.
- e) Arrangements for staff in the establishment including:

- i. sanitary and physical distancing measures and facilities at the entrance and exit to the workplace;
 - ii. screening facilities and systems;
 - iii. the attendance-record system and infrastructure;
 - iv. the work-area of employees;
 - v. any designated area where the public is served;
 - vi. canteen and bathroom facilities;
 - vii. testing facilities (for establishments with more than 500 employees); and
 - viii. staff rotational arrangements (for establishments where fewer than 100% of employees will be permitted to work).
- f) Arrangements for customers or members of the public, including sanitation and social distancing measures.

5.3. On-going compliance

5.3.1. In addition to performing a workplace readiness plan before commencing business during lockdown, all employers should regularly perform a risk assessment which should be enhanced to assess the risk of transmission of COVID-19 at the workplace. The risk assessment should, at a minimum:

- a) identify health or safety hazards associated with any work which is performed at that employer (including the risk of transmission of COVID-19);
- b) analyse and evaluate each hazard and the associated health, safety and environmental risks;
- c) design and implement a control framework so that precautionary measures are taken with respect to such risks;
- d) monitor and review the effectiveness of the control framework and control measures; and
- e) design and establish strong internal and external reporting and escalation mechanisms, as appropriate.

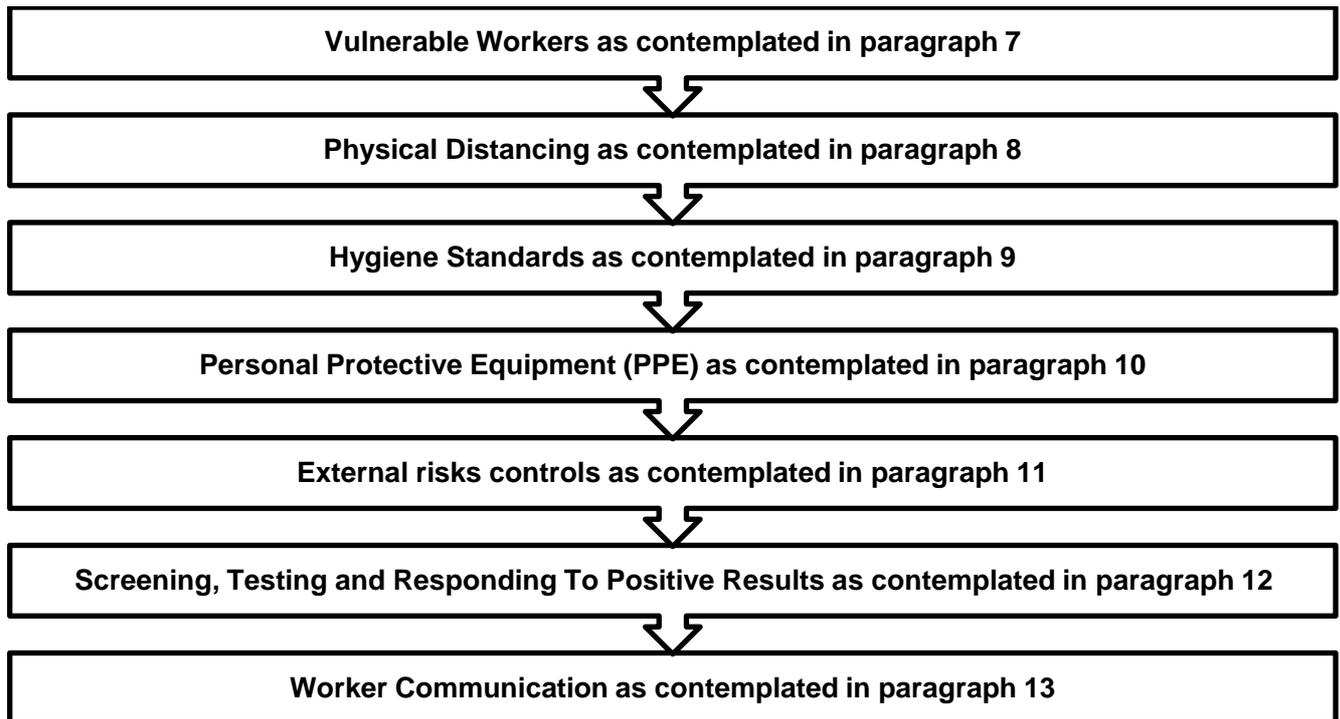
5.4. The frequency of the risk assessment should be done at intervals appropriate for the employer but it is recommended that it be reviewed at each stage of lockdown and as new risks emerge and/or as new knowledge on the science develops on the COVID-19 virus is published.

5.5. The table below can be considered when compiling a risk assessment or reviewing it to include COVID-19 risk controls. A sample Risk Assessment Report can be found here.

Planning	Identify Hazards	Analyse Risks	Evaluate Risks	Control Risks	Monitor and Review
<ul style="list-style-type: none"> • Establish team to do risk assessment. • List all the activities or tasks in the workplace. • Resources needed while conducting risk assessment. • Develop training awareness and communication to be done to ensure workers are informed. 	<ul style="list-style-type: none"> • Categorise activities to determine exposure. (e.g. direct contact, indirect contact). • Identify hazards from all activities and classify (e.g. biological hazards, environmental hazards). • Identify exposure <ul style="list-style-type: none"> - From community, visitors or contractors - Occupationally acquired 	<ul style="list-style-type: none"> • Examine identified hazards to determine risk and the impact. • Classify risks <ul style="list-style-type: none"> - High risk - Medium risk - Low risk • Assess risk impact <ul style="list-style-type: none"> - Health (COVID 19) - Safety - Environmental • Consider risk of vulnerable workers. (age, medical conditions, etc.) 	<ul style="list-style-type: none"> • Determine whether the activity is normal, abnormal or an emergency activity. • Establish the methodology to evaluate risk. • Different criteria can be used such as below. <ul style="list-style-type: none"> - Severity - Probability - Exposure 	<p>Hierarchy of controls.</p> <ul style="list-style-type: none"> • Eliminate: change in process to have zero risk. • Substitute: modify process to reduce the risk. • Engineering controls: limit the hazard at its source. • Administrative controls: work instructions or working procedures. • Personal protective equipment (PPE): reduces risk by protecting individual and to be considered as last resort. 	<ul style="list-style-type: none"> • Monitor and evaluate if the implemented control measures are effective. If not take corrective measures. • Review the risk assessment.

6. MINIMUM RISK CONTROL MEASURES

Every employer should implement the reasonable minimum controls having regard to the nature of their activities as it pertains to:



7. VULNERABLE WORKERS

7.1. Identification of vulnerable workers

7.1.1. COVID-19 is a new disease and there is limited information regarding risk factors for severe disease. Based on information and clinical expertise available at the date of this Practice Note, older adults and people of any age who have certain underlying medical conditions may be at higher risk for severe illness from COVID-19. Based on information available at the time of this Practice Note, those at higher-risk for developing severe illness from COVID-19 include people:

- 65 years and older;
- who live in a nursing home or long-term care facility; and/or
- of any age with underlying medical conditions, particularly if not well controlled, including people with one of or a combination of the following:
 - chronic lung disease or moderate to severe asthma;
 - diabetes;
 - serious heart conditions;
 - severe obesity (body mass index [BMI] of 40 or higher);
 - chronic kidney disease undergoing dialysis;
 - liver disease; and

- vii. those who are immunocompromised. In this regard many conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications

7.1.2. Employers should implement a process to identify both workers who:

- a) are, themselves, at high-risk for severe illness from COVID-19; and
- b) reside with or care for persons that are at high-risk for severe illness from COVID-19 (including family members, aged parents etc.).

(hereinafter collectively referred to as “**Vulnerable Workers**”)

7.2. Additional measures to protect Vulnerable Workers

7.2.1. Employers should consider what additional risk control measures would be appropriate in respect of Vulnerable Workers and develop policies and procedures to give effect to those measures.

7.2.2. In this regard employers should supplement and enhance the risk control measures mentioned in paragraph **Error! Reference source not found.** to **Error! Reference source not found.** with additional measures to protect Vulnerable Workers. These measures would need to take into account the tailored to the circumstances of the Vulnerable Worker and their work environment and activities.

7.2.3. Employers are strongly encouraged to allow Vulnerable Workers that can work from home to do so.

7.2.4. In respect of Vulnerable Workers whose current roles and responsibilities do not allow for remote working should consult with Vulnerable Workers to determine if additional risk control measures could be implemented to mitigate the transmission risk to Vulnerable Workers including:

- a) whether the Vulnerable Worker can fulfil a different role and responsibility which has a lower risk for COVID-19 transmission;
- b) whether the Vulnerable Worker’s environment can be adapted or improved to lower the risk for COVID-19 transmission (i.e. by stricter physical distancing protocols or additional hygiene measures);
- c) whether the Vulnerable Worker can be provided with additional hygiene enablement tools (such as providing the worker with their own hand sanitiser);
- d) whether the Vulnerable Worker can be provided with specific PPE appropriate to the risk identified in the risk assessment;

- e) whether external risks can be mitigated further (for example reducing interaction with visitors or the use of public transport); and
- f) allowing the Vulnerable Worker to utilise his/her annual leave or sick leave during different levels of the lockdown.

8. PHYSICAL DISTANCING

8.1. Reduce worker concentration

8.1.1.Reducing face-to-face contact is an important measure to mitigate the impact of COVID-19. Employers should, as far as practicable, minimise the number of workers at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing.

8.1.2.Workers that can work from home should work from home particularly where they are Vulnerable Workers. Employers should develop a directive or guidance on working from home to provide clear advice to all workers working from home. (frequently asked questions about remote working can be found here).

8.1.3.Every employer should arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers. A bigger distance may be required depending on the outcome of the risk assessment.

8.1.4.If it is not practicable to arrange a worker's workstation(s) to be spaced at least one and a half metres apart, the employer should:

- a) arrange physical barriers to be placed between workers' working places or erected on workers' desks to form a solid, physical barrier between workers while they are working; or
- b) if necessary, supply the worker free of charge with appropriate PPE based on a risk assessment of the working place.

8.2. Common areas

8.2.1.Every employer should ensure that social distancing measures are implemented through supervision both in the workplace and in the common areas outside the immediate workplace through queue control or within the workplace such as canteens, coffee shops and lavatories.

8.2.2.At a canteen and workplace coffee shops these measures may include:

- a) dividing the workforce into groups or staggering break-times to avoid the concentration of workers in common areas such as the canteen.
- b) prohibiting sit down food and only take away.
- c) encouraging workers to bring their own lunches.
- d) arranging for food to be delivered to workers' offices/desks to avoid having to go to the canteen.
- e) closing of common areas to reduce pedestrian traffic.
- f) staggering start / finish / break times to reduce traffic in common areas.
- g) changing area layouts to create more space for movement.
- h) minimising handling of cash and encourage contactless payments only.
- i) markings on the floor / ground to define queueing quadrants to indicate minimum social distancing requirements.
- j) providing for outside, well-spaced eating areas.

8.2.3. In other common areas these measures may include:

- a) prohibiting "hot desking" (i.e. workers should have dedicated desks).
- b) markings on the floor / ground to define routes and indicate minimum social distancing requirements.
- c) leaving doors open (where appropriate) at busy times to speed up the flow of pedestrian traffic (and to avoid workers touching door handles).
- d) disabling vending machines.
- e) disabling of biometric systems where possible (introduce card systems).
- f) Ongoing sanitation of door handles, lift buttons and furniture; Social distancing to be applied in elevators.
- g) designating coffee cups and other crockery as far as possible.

8.2.4. Providing dedicated lockers for the storage of their personal belongings, cell-phones and clothing such that there is no mixing and sharing of such facilities

8.3. Workplace meetings and gatherings

8.3.1. Where workplace meetings can be held via an online collaboration platform, it is strongly encouraged.

8.3.2. Where workplace meetings cannot be conducted virtually, strict protocols should be implemented in respect to in-person meetings:

- a) the maximum occupancy of the workplace meeting room should be determined having regard to social distancing principles above and excess seats should be removed from the room;

- b) the layout of workplace meeting rooms should conform with social distancing principles in so far as possible;
- c) the number of attendees that may attend a workplace meeting should be limited to the prescribed occupancy requirements of the room;
- d) the number of workplace meetings and the duration of workplace meetings should be reduced;
- e) attendees should avoid social niceties such as shaking of hands and hugging;
- f) all attendees should wear a face mask with nose and mouth covered;
- g) all attendees should wash hands / hand sanitizer before entering and exiting the workplace meeting room;
- h) doors to be left open during and between workplace meetings to avoid touching handles;
- i) desks / equipment / seat handles in meeting room should be sanitised immediately before and after meetings;
- j) meeting refreshments are permitted where the coffee cups are disposable, beverages are sealed and food is wrapped.

9. HYGIENE REQUIREMENTS

9.1. Hygiene enablement

9.1.1. The employer should ensure that:

- a) there are adequate facilities for the washing of hands with soap and clean water;
- b) only paper towels are provided to dry hands after washing (fabric toweling must not be used);
- c) surfaces that workers and members of the public come into contact, including reception desks, are routinely cleaned and disinfected and industrially sanitised, where appropriate.
- d) common areas and ablution facilities are sanitised more regularly.
- e) workers are provided with the necessary tools and equipment required to perform their job to avoid sharing of workers' tools and equipment, insofar as it is reasonable and practicable to do so.
- f) there are sufficient quantities of hand sanitizer (with at least 70% alcohol content) having regard to the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use.

- g) every worker who works away from the workplace, other than at home, should be provided with an adequate supply of hand sanitizer.
- h) if a worker interacts with the public, the employer should provide the worker with sufficient supplies of hand-sanitizer at that worker's workstation for both the worker and the person with whom the worker is interacting; and
- i) the workplace is sufficiently ventilated.

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

10.1. Types of PPE

- 10.1.1. The type of PPE to be used will vary according to the setting and work activity, medical risk factors in relation to Vulnerable Workers and should follow from the employer's risk assessment. For example, the PPE required for those caring for COVID-19 patients will differ to workers in an office or industrial environment. Further guidance on the types of PPE as well as the application of appropriate PPE use be found here
- 10.1.2. The general requirement for workers to wear masks does not take away from the fact that, where a risk assessment indicates that PPE is required, those categories of workers should be provided with the accredited PPE in accordance with National Department of Health guidelines.
- 10.1.3. There may be specific regulations or standards which prescribe the minimum PPE requirements applicable for that industry.

10.2. Cloth masks for workers

- 10.2.1. To ensure that N95 masks, surgical masks and other medical masks are secured for those workers who have the highest health risk such as health care workers, persons with respiratory symptoms or those caring for COVID-19 patients at home, employers should ensure all other workers do not use medical grade masks without good cause.
- 10.2.2. Employers should ensure provision of cloth masks to every worker in their workplace. This is in the interests of health and safety of workers in the workplace and as a support to the public health measures. These masks should be provided free of charge and an employer may not require a worker to pay the employer or any other person for a cloth mask or make a deduction from the worker's remuneration.

10.2.3. Every employer should provide each worker with a minimum of two cloth masks, as recommended by the National Department of Health, for the worker to wear while at work and while commuting to and from work. The number of cloth masks that should be provided to a worker may increase having regard to the worker's conditions of work, in particular, where these may result in the mask becoming wet or soiled and in accordance with any sectoral guidelines.

10.2.4. An employer should make appropriate arrangements for the washing, drying, ironing and disposal of cloth masks in accordance with the Department of Employment and Labour Directive or, if not reasonably practicable, provide facilities for the worker to wash and dry the cloth masks at the workplace.

10.3. Training on the use and care of cloth masks

10.3.1. Every employer should ensure that workers are informed, instructed, trained and instructed as to the correct use of both PPE as well as cloth masks.

10.3.2. In respect of cloth masks, training should explain:

- a) hands should be washed before and after donning or removing the cloth mask.
- b) that cloth masks should cover the nose and mouth completely.
- c) cloth masks should not be lowered when speaking, coughing or sneezing.
- d) cloth masks should never be touched except to put on and remove (fidgeting with the mask repeatedly is strongly discouraged).
- e) cloth masks should be washed with warm soapy water and iron when dry. Ironing assists with decontamination.
- f) cloth masks should be changed when wet or visibly soiled; and
- g) The cloth mask should not be promoted as the primary prevention strategy and should never be promoted separately from hand-washing and social distancing.

10.4. Health worker PPE

10.4.1. Health workers in a health setting should use PPE based on a documented risk assessment and should meet the minimum recommendations without using excess PPE for the setting / task. PPE for a health worker may include:

- a) disposable gloves.
- b) disposable plastic apron.
- c) closed shoes, non-slip soles and shoe covers;
- d) eye protection (goggles/face shield or visors); and

e) respiratory protection (FFP2/N95 or more sophisticated respirators) for high risk situations (e.g. aerosol-generating procedures), and surgical masks for infectious persons.

10.4.2. Employers should ensure that PPE must be available in the appropriate sizes.

10.4.3. Health workers should be trained on the donning and doffing of PPE appropriate to the tasks being performed.

10.4.4. Employers should ensure that PPE is consistently and properly worn when required. Further information on the use of PPE when caring for patients with confirmed or suspected COVID-19 can be found here. According to the National Institute of Health this applies to all medical staff, including those that are occupationally based, in the context of caring for people who have confirmed or suspected COVID-19.

11. EXTERNAL RISK CONTROLS

11.1. Visitors

11.1.1. Employers are strongly advised to place an ongoing restriction on visitors to a workplace. However, in the event where an employer-critical visitor, supplier, customer, or delivery service may need to attend a site, a controlled access process should be in place including adherence to sanitisation processes and full personal contact details (e.g. telephone number, last place visited should be collected to assist with contact tracing).

11.1.2. Where practicable, employers should avoid workers from attending client or supplier premises. However, in the event where such attendances are critical to the employer operations, a controlled risk mitigation process should be in place.

11.2. Public transport

11.2.1. Employers are encouraged to arrange transport for their workers during the lockdown period.

11.2.2. Employers should ensure that safe transport arrangements are made, including:

- a) sanitisers for workers
- b) surgical masks for taxi drivers
- c) social distancing and capacity arrangements.

11.2.3. Employers should train workers who rely on public transport or who utilise employer arranged transport on the safety protocols to be followed. An example of minibus taxi guidelines can be found here.

12. SCREENING, TESTING AND RESPONDING TO POSITIVE RESULTS

12.1 Definitions

- 12.1.1. **Surveillance:** A systematic programme of monitoring the health of a worker based on symptoms and clinical signs that may detect the emergence of an underlying coronavirus 2 (SARS-CoV-2) infection that causes COVID-19 disease when monitored over a period of time.
- 12.1.2. **Symptom screening:** An active programme of action undertaken by the workplace to detect the presence of COVID-19 related symptoms in workers who may otherwise be healthy when they present to work or reported by the worker prior to presenting at work.
- 12.1.3. **Testing:** The collection of biological samples by trained health professionals from the passages of the nose and throat to detect for the presence of coronavirus 2 (SARS-CoV-2) using standardised and currently validated and well accepted laboratory tests called polymerase chain reaction (PCR) tests.
- 12.1.4. **Isolation:** According to the WHO's International Health Regulations, (2005) it is defined as the separation of ill or contaminated persons from others in such a manner as to prevent the spread of infection or contamination. In the context of the COVID-19 pandemic, isolation may include, amongst others:
- a) isolation at a person's home – self-isolation;
 - b) isolation in a health facility; or
 - c) isolation at a designated facility.
- 12.1.5. **Quarantine:** According to the WHO's International Health Regulations, (2005) it is defined as the restriction of activities and/or separation from others of suspect persons who are not ill in

such a manner as to prevent the possible spread of infection or contamination. The purpose of quarantine is to prevent the transmission of diseases. Quarantine will be applied to:

- a) An individual or to a group of persons who were exposed to the coronavirus;
- b) Persons believed to have been exposed on a conveyance during international travel; or
- c) A wider population- or geographic-level basis.

12.2 Testing and screening

12.2.1 Employers should have measures in place to ascertain whether any worker, when arriving at work, has any observable symptoms common with COVID-19 (fever, cough, sore throat, shortness of breath, etc.).

12.2.2 Furthermore, employers should require every worker to report whether they suffer from symptoms such as body aches, redness of eyes, loss of smell, loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness.

12.2.3 Employers should require workers to immediately inform the employer if they experience symptoms associated with COVID-19.

12.2.4 Employers should know where to refer workers for testing if presenting with the above symptoms. and keep a listing of the testing centres closest to their workplace. The current procedure is to notify the National Department of Health through their helpline (0800 029 999) to obtain further directions.

12.3 Responding to a worker with positive results

12.3.1 If a worker presents or reports typical COVID-19 related symptoms:

- a) do not permit the worker to enter the workplace or report for work;
- b) if the worker is already at work, immediately isolate the worker, provide a surgical mask to the worker, and arrange for the worker to be transported in a manner that does not place other workers or members of the public at risk, for a medical examination, for testing or to be self-isolated;
- c) if the employee does not need hospital admission and is sent home, ensure that the employee undergoes self-isolation at home if appropriate, or at a designated isolation accommodation identified by the employer, in line with National Department of Health guidelines;

- d) provide prompt counselling and support to the employee as per institution's guidelines/standard operating procedures (SOPs);
- e) immediately assess the risk of transmission and if appropriate, may require temporary closure to disinfect the area and workstation;
- f) refer other workers who may also be at risk for symptom screening;
- g) place the worker on paid sick leave, or if sick leave is exhausted, make application for illness benefits from the UIF in terms of the Directive issued on 25 March 2020; and
- h) ensure that the worker is not discriminated against on grounds of having tested positive for COVID-19.

12.3.2 The employer should report all alleged, presumed and confirmed cases of COVID-19 related occupational disease to the Compensation Commissioner in the prescribed format using the relevant documentation as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA) in order to facilitate procedures for all worker's compensation benefits available to employees, including:

- a) leave for temporary disability;
- b) assessment by an occupational medicine specialist in cases of complex disease that may result in permanent disability;
- c) cover of medical expenses for the treatment and testing, as well as permanent disability assessments; and
- d) compensation to dependents in case of death.

12.4 Returning to work after testing positive for COVID-19

12.4.1 If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, the worker may only return to work if:

- a) the worker has undergone a medical examination confirming that s/he has been tested negative for COVID-19 after at least 14 days isolation;
- b) the worker wears the minimum of a surgical mask at all times for the remaining period of 21 days from the date of initial testing;
- c) the employer ensures that the worker adheres to social distancing, hygiene and cough etiquette; and
- d) the employer closely monitors the worker for symptoms on return to work.

13. WORKER EDUCATION, ENGAGEMENT AND COMMUNICATION

13.1. Training and awareness

13.1.1. Every employer should implement a suitable training and awareness campaign in respect of:

- a) the dangers of COVID-19 disease;
- b) the manner of its transmission;
- c) the measures to prevent transmission such as social distancing, personal hygiene practices, PPE requirements and utilisation (including cloth masks), social etiquette (including cough etiquette, greetings, respiratory hygiene);
- d) safe transport to and from work; and
- e) symptom monitoring, screening and confirmatory testing.

13.1.2. Employers are encouraged to put up appropriate signage on their premises and communicate and educate workers on the National Department of Health recommendations to prevent COVID-19 related disease. (An example for employers to consider can be found here).

13.1.3. Worker hygiene practices are important to prevent and contain the spread of the coronavirus, employers should provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices (an example of handwashing awareness materials can be found here).

13.2. Prevent stigma and discrimination

13.2.1. Social stigma may be created in labelling, stereotyping, discriminating, and/ or experiencing loss of status because of a perceived link with the COVID-19 disease. Stigma can undermine social cohesion, workplace stability and prompt social isolation of groups, which might contribute to a situation where the virus is more, not less, likely to spread. This can result in more severe health problems and difficulties controlling a disease outbreak. Stigma can:

- a) drive workers to hide the illness to avoid stigma and/or discrimination;
- b) prevent workers from seeking health care immediately; and/or
- c) discourage workers from adopting healthy behaviours.

13.2.2. Employers should make every effort to ensure that its training and awareness campaigns, policies and responses to COVID-19 do not foster social stigma in

respect of workers with symptoms of COVID-19. The manner that employers communicate about COVID-19 and its policies and response to manage COVID-19 virus transmission is critical to combat the disease and to avoid fuelling fear and stigma.

13.2.3. Employers should use their best efforts to create an environment in which COVID-19 can be discussed and addressed openly, honestly, and effectively. When communicating about COVID-19 and the employer's responses thereto they should carefully consider the use of words and language which may have a negative meaning for workers and may fuel stigmatizing/discriminatory attitudes.

13.3. Create safe worker engagement platforms

13.3.1. Workers are often best placed to give input on practical risks mitigation interventions for particular work areas.

13.3.2. Employers are encouraged to engage with workers, through their normal workplace engagement mechanism, or additional engagement platforms specifically designed for COVID-19 purposes, in order to implement customised and practical arrangements to ensure the minimisation of workplace risks.

13.3.3. Safe engagement platforms should be considered for worker engagement.

13.4. Address worker concerns and psycho-social support

13.4.1. Be aware of workers' concerns about pay, leave, safety, health, and other issues that may arise during the COVID-19 pandemic. Provide adequate, usable, and appropriate training, education, and informational material about employer-essential job functions and worker health and safety, including proper hygiene practices and the use of any workplace controls (including PPE). Informed workers who feel safe at work are less likely to be unnecessarily absent.

13.4.2. Where possible, employers should provide access to psycho-social support professionals and councillors for those working, and not working.



Energy Mineral Resources

INTEGRATED NATIONAL ELECTRIFICATION PROGRAMME

TEMPLATE FOR REPORTING ON THE EPWP PROJECTS FOR 2020/2021 FINANCIAL YEAR

This questionnaire is designed to verify information on socio-economic Key Performance Indicators (KPI's) of Integrated National Electrification Programme (INEP) in Municipalities and Eskom per project. The information you provide will be used only for this purpose and will be treated in strict confidence.

SOCIO-ECONOMIC KPI's TARGETS

Temporary Employment	90% of the total number of people employed
Permanent Employment	10% of the total number of people employed
Youth Employment (18 to 35yrs)	50% of the total number of people employed
Women employment (36 yrs and above)	30% of the total number of people employed
Employment of people with special needs	2% of the total number of people employed
Men Employment (36 yrs and above)	18% of the total number of people employed

A worker may not be paid less than the Minimum EPWP wage rate of R92.31 per day. This will be adjusted annually.

1. Provinces Please tick X in the appropriate box	Eastern Cape	Free State	Gauteng	KwaZulu Natal	Limpopo
	Mpumalanga	Northern Cape	North West	Western Cape	

2. Implementing Agencies' Identification				
Reporting month				
Responsible person			Contact	
Designation				
Municipality Name			Municipal code	
District Municipality Name				
Project Name				
Type of project	Electrification of Households	Bulk Infrastructure	Electrification of School	Farm-Worker Houses
Approved Project budget				
Project start date			Project end date	
Type of Municipal Area	Metropolitan	District	Local	
Area where project is located	Rural	Urban Formal	Urban Informal	Farm

Official Stamp

**Municipal Manager /
 Divisional Capital Programme Manager**
 Date: _____

3. Financial Expenditure to date			
How much is the allocated project budget?- (as per contractual agreement)			
How much money have you received from the Department of Energy? (transferred capital)			R_____
How much is the actual expenditure?			R_____
How much went to the following?	BBBEE	BWO	SMME
	R_____	R_____	R_____
How much is the minimum daily wage for people employed in projects?			R_____
Total number of person-days at work?			

4. Company Profile.	
How many Black Economic Empowerment (BEE) companies were utilised?	
How many of this BEE companies are Black Women Owned (BWO)?	
How many Small Micro-medium Enterprises (SMME) companies were utilised?	
How many of the SMMEs are Black Women Owned companies (BWO)?	

5. Local People Employment Distribution.	Youth(18-35yrs)				Adults(36yrs+)			
	Male		Female		Men		Women	
How many people are employed permanently?								
How many people are employed temporarily?								
How many people with special needs (disabled)?								
How many youth are employed according to the following age range?	18-22yrs		23-27yrs		28-32yrs		33-35yrs	
	male	female	male	female	male	female	male	female

6. Learnerships	Youth(18-35yrs)		Adults(36yrs+)	
	Male	Female	Men	Women
How many people received learnerships from the project?				

7. Job Training	Youth (18-35)yrs		Adult (36yrs+)		People with special needs	
	Male	Female	Male	Female	Youth	Adults
How many people received accredited training?						
How many people received non-accredited training?						
How many person-days of accredited training received?						
How many person-days of non-accredited training received?						

8. Were there any challenges associated with the collection of EPWP/socio-economic indicators information? (If yes, please indicate)

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10. EXTENDED PUBLIC WORKS PROGRAMME (EPWP)

Please provide the following information for people that were employed on labour intensive project (EPWP)

Name of employee	ID Number	Gender	Number of days worked in a month	Daily Wage R'	Number of training days		Name of training course	Employees Signature
					Accredited	Non-accredited		
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
17.								
19.								
20.								
21.								

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

(k) NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) Aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

