



## UPHONGOLO LOCAL MUNICIPALITY

CONTRACT NO.735/02/24

### APPOINTMENT OF A CONTRACTOR FOR THE ELECTRIFICATION OF 58 HOUSEHOLDS IN MBOLOBA (WARD 10)

CLOSING DATE: 20<sup>th</sup> March  
2024

TIME: 10H00AM

Name of Bidder \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Address \_\_\_\_\_

Tender offer: R \_\_\_\_\_ (amount in words):

\_\_\_\_\_ (Vat incl.)

#### Enquiries:

Supply Chain Management (SCM)

Name: Mr MS Mtshali

Tel: 034 413 1223

Email:

[musawenkosim@uphongolo.gov.za](mailto:musawenkosim@uphongolo.gov.za)

Technical Services

Name: Mr MVM Mbatha

Tel: 034 314 1223

Email: [mgabadelim@uphongolo.gov.za](mailto:mgabadelim@uphongolo.gov.za)

#### Issued by:

**uPhongolo Local Municipality**

Address

61 Martin Street Pongola

3170

Contact Person:

Mr M Mbatha Tel: 034 413 1223

Email: [mgabadelim@uphongolo.gov.za](mailto:mgabadelim@uphongolo.gov.za)

## **TENDER NOTICE**



**uPHONGOLO MUNICIPALITY**

### **ADVERTISEMENT**

<b>BID NUMBER</b>	<b>PROJECT NAME</b>	<b>ENQUIRIES</b>	<b>CIDB GRADING</b>	<b>TENDER CLOSING DATE</b>	<b>SITE MEETING COMPLUSORY</b>
735/02/24	APPOINTMENT OF A CONTRACTOR FOR THE ELECTRIFICATION OF 58 HOUSEHOLD IN WARD 10	Mr. MVM Mbatha (034) 413-1223 Email: <a href="mailto:mgabadelim@uphongolo.gov.za">mgabadelim@uphongolo.gov.za</a>	3 EP or higher	20 <sup>th</sup> of March 2024 @ 10h00 AM	05 <sup>th</sup> of March 2024 @ 10H00 AM Main boardroom / Council Chamber

Terms of reference and tender documents will be available on the municipal website [www.uphongolo.gov.za](http://www.uphongolo.gov.za) and e-tender portal <https://etenders.treasury.gov.za> as from 23<sup>rd</sup> February 2024.

**Prospective bidders may contact the above-mentioned contacts if they want to do site inspection.**

Sealed bids marked with a relevant **Bid No.** must be placed in the bid box at uPhongolo Local Municipality at 61 Martins Street, uPhongolo, 3170 **on or before 10H00 on a given Date above** and will be opened directly thereafter and the bid result will be published on municipal website within three (3) days.

The following conditions will apply and Returnable Documents to be submitted:

- Prices must be valid for ninety (90) days from the bid closing date.
- Prices quoted must be inclusive of VAT.
- Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Council's Supply Chain Management Policy. The following form, MBD 1, MBD 4, (MBD 6.1 Must be the complying with Regulation 2022), MBD 8, and MBD 9 must be completed and submitted with the bid.
- Bids and proposals that are late or incomplete will not be considered, whilst the lowest or only bid will not necessarily be accepted. **Bids per fax or E-mail will also not be considered.**
- A valid Tax Clearance Compliance Status Pin Certificate must accompany all bids.
- The 80/20 preferential points system, as determined by the Preferential Procurement Regulations 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act 5 of 2000) will be employed to evaluate this bid.
- Bids and proposals must be accompanied by CIPRO documentation to verify ownership.
- Copy of CIPC Documents.
- Joint Venture Agreement (where applicable),
- The Bidder must complete all MBD forms included in the tender document;
- Proof of National Treasury (NT) Central Supplier Database Registration i.e. submit a copy of CSD.
- A valid SARS Tax Clearance Certificate and the Tax Compliance Status pin are to be submitted.
- Certified ID Copies of Directors or Members (in cases of sole proprietor, partnerships, and close corporation), this must have been certified within three (03) months,
- Price Schedule for all required in the scope of work.
- Company Profile.
- CIDB Certificate.
- Bank Confirmation Letter.
- Curriculum Vitae Format of Key Personnel.

**The evaluation of the bids will be conducted in two stages process in terms of national treasury circular No:53**

**Stage 1: Assessment of functionality. Only service provider who achieve a minimum score of 70 points of the total evaluation will qualify to stage two of the Evaluation process.**

**Stage 2: Thereafter the qualifying Bids are evaluated in terms of the 80/20 preference point system, where the 80 points are used for price and the 20 points are used for specific goals as determined by the advert.**

#### **SPECIFIC GOALS**

<b>The specific goals allocated points in terms of this quote</b>	<b>80/20</b>	<b>Documents required for verification</b>
<b>Specific goal 1 – Ownership - maximum points = 10</b>		

Company owned by 100% black person	10	Certified ID copy of director/Owner and CSD
Company owned by >51% black person	8	Certified ID copy of director/Owner and CSD
Company owned by >25% black person	5	Certified ID copy of director/Owner and CSD
<b>Specific goal 2 – BBBEE Certificate = 4</b>		
BBBEE Certificate level 1	4	BBBEE Certificate or Certified copy of Affidavit
BBBEE Certificate level 2	2	BBBEE Certificate or Certified copy of Affidavit
BBBEE Certificate level 3	1	BBBEE Certificate or Certified copy of Affidavit
<b>Specific goal 3 – RDP Goals – maximum points = 6</b>		
<b>Companies falls under the SMME Category</b>		
Promotion of enterprises located within Zululand District Municipality	6	Preferred address on CSD report and Certified copy of a utility bill of property rates and services OR proof of residence
Promotion of enterprises located within Kwa-Zulu Natal	4	Preferred address on CSD report and Certified copy of a utility bill of property rates and services OR proof of residence
Promotion of enterprises located within South Africa	2	Preferred address on CSD report and Certified copy of a utility bill of property rates and services OR proof of residence

For any further information contact the Enquiries at the above – mentioned contacts or Technical enquiries please Contact Mr MVM Mbatha on [mgabadelim@uphongo.gov.za](mailto:mgabadelim@uphongo.gov.za) ; (034) 413 - 1223 or and Mr. MS Mtshali for Supply Chain related enquiries (034) 413 – 1223 or [musawenkosim@uphongo.gov.za](mailto:musawenkosim@uphongo.gov.za).

uPHONGOLO Local Municipality reserves the right to accept any Bid or part of any Bid and is not bound to accept the lowest or any other Bid or to furnish any reason for the acceptance or rejection of a Tender.  
**NO LATE, E-MAIL, POSTED OR FAXED BIDS WILL BE ACCEPTED**

MR MB KHALI  
MUNICIPAL MANAGER

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- Compulsory Enterprise Questionnaire
- Certificate of Authority for Joint Ventures
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- Contract Data

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UPHONGOLO LOCAL MUNICIPALITY</b>					
BID NUMBER:	735/02/024	CLOSING DATE:	20 March 2024	CLOSING TIME:	10H00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE ELECTRIFICATION OF 58 HOUSEHOLDS IN MBOLOBA (WARD 10)				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
<b>UPHONGOLO MUNICIPALITY OFFICES</b>					
61 MARTIN STREET, PONGOLA					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes  <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES? /WORKS OFFERED?	<input type="checkbox"/> Yes, <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS? /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes, <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM		CONTACT PERSON	Mr M Mbatha	
CONTACT PERSON	Mr MS Mtshali		TELEPHONE NUMBER	(034) 413 1223	
TELEPHONE NUMBER	034 413 1223		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:musawenkosim@uphongo.gov.za">musawenkosim@uphongo.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:mgabadelim@uphongo.gov.za">mgabadelim@uphongo.gov.za</a>	

## 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](http://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 |

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

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

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

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

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

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

--	--	--	--

- Required by: .....
- At: .....  
.....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/Not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## SPECIAL CONDITIONS OF BID

1. The closing date and time for submission of bids is as indicated in the notice calling for bids.
2. No bid received after the closing date will be considered.
3. Sealed bids, clearly marked **“TENDER NUMBER – 735/02/24: APPOINTMENT OF A CONTRACTOR FOR THE ELECTRIFICATION OF 58 HOUSEHOLDS IN MBOLOBA (WARD 10)”** must be deposited into the bid box at the uPhongolo Municipality offices on 61 Martin Street not later than 10h00 on **20<sup>th</sup> of March 2024** at which time proposals will be opened in public.
4. Bids must remain valid for a period of 90 days from closing date for submission of bids.
5. Bids shall be adjudicated in terms of the Supply Chain Management Policy of uPhongolo Local Municipality.
6. The acceptance of a bid shall be subject to the approval of the Bid Adjudication Committee, without which approval no contract shall be entered into.
7. Bidders must initial every page of the document.
8. No bid shall be considered, unless it is submitted on the attached bidding documents.
9. Failure to complete the forms in every aspect as requested may invalidate the bid.
10. No bids submitted by telefax, telex, telegram or electronic mail will be considered. All prices must be in South African currency.
11. Please note, Bidders are to familiarize themselves with the conditions of payment as laid down in point 16.3 of the General Conditions of Contract.
12. **Bidders are required to attach a copy of their latest receipt of payment for rates and services with their municipality.**
13. Bidders will not be informed whether they have been successful, but the name of the successful bidder will be published on the municipal website.
14. The Municipality is not compelled to accept the lowest or any proposal.

## **2      GENERAL CONDITIONS OF CONTRACT**

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## 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, 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 goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28.1 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

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

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

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

## **6. Patent Rights**

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

## **7. Performance security**

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

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

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

- the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

## **14. Spare parts**

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

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

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.

## **17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception

of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## 18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## 19. Assignment

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

## 20. Subcontracts

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

## 21. Delays in the supplier's performance

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

## 22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without

prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## 23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (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. Antidumping and countervailing duties and rights

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

#### 25. Force Majeure

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

#### 26. Termination for insolvency

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

#### 27. Settlement of Disputes

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

## 28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful 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) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 29. Governing language

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

## 30. Applicable law

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

## 31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## 32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

## 33. Transfer of contracts

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

## 34. Amendment of contracts

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

### 35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## **3 TENDER CONDITIONS AND INFORMATION**

### 3.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender.

### 3.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to 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 the tender scoring the highest points.

### 3.3 Validity Period

Bids shall remain valid for (120) days after the tender closure date.

### 3.4 Completion of Tender Documents

The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. DECLARATION must be completed and signed by the authorized signatory and returned. Failure to do so will result in the disqualification of the tender.

Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

### 3.5 Compulsory Documentation

#### 3.5.1 Tax Clearance Pin Verification Certificate

A valid original Tax Clearance Pin Verification Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Pin Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the Municipality has an original Tax Pin Clearance Certificate on record. If the South African Revenue Services (SARS) cannot provide a valid original Tax Pin Clearance Certificate; the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

In the case of a Joint Venture every member must submit a separate Tax Pin Clearance Certificate with the bid documents unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Pin Clearance Certificate for the member on record.

If a bid is not supported by a valid original Tax Pin Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

### 3.6 Other Documentation

#### 3.6.1 Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

#### 3.6.2 Municipal Rates, Taxes and Charges

A certified copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents.

Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

### 3.7 Submission of Tender

The tender must be placed in a sealed envelope, or envelopes when the two- envelope system is specified, clearly marked with the tender number, title as well as closing date and time and must be deposited in the tender box situated at: **uPhongolo Municipal Offices, in the tender box at 61 Martin Street, Pongola, no later than 12H00 on 20<sup>th</sup> of March 2024**, at which time proposals will be opened in public.

### 3.8 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

### 3.9 Opening, Recording and Publications of Tenders Received

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Details of tenders received in time will be recorded in a register which is open to public inspection.

Faxed, e-mailed and late tenders will not be accepted.

### 3.10 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

### 3.11 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the uPhongolo Local Municipality's Supply Chain Management Policy.

The successful bidder will be required to sign Service Agreement with the Municipality.

### 3.12 Validity of BEE certificates:

#### 3.12.1 If the certificate was issued by a verification agency the following must be on the face of the certificate

- SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

#### 3.12.2 If certificate was issued by an Auditor/ Accounting Officers:

- The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B- BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female

shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

3.12.4 If the certificate was issued by registered auditors approved by IRBA

- Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

**FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED**

3.13 Letter of Good Standing from the Commissioner of Compensation

A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

In the case of Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof with the bid documents unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record for all members of the Joint Venture.

If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or certified copy thereof must be submitted on/or before the final date of award.

Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

#### 4. **BACKGROUND**

The objective is to provide electricity to the people of uPhongolo Local Municipality as per the municipality's IDP programme, in this case the community of Mboloba. The constraints determining the delivery process of electricity to the people is the availability of network capacity, funding as well as proactive design and planning.

#### 5 **DESCRIPTION OF WORKS**

UPhongolo Local Municipality wishes to procure services of a contractor to implement electrification project of 24 Households in Mboloba (Ward 10)

Scope of work include the following:

- Construction
- Enforce Safety on site.
- Progress reports
- Quality inspections
- Conduct progress meeting and submission of progress reports.
- Submission of record drawings and all relevant documentation.

#### 6 **REQUIREMENTS**

##### 6.1 EPWP requirements

The facilities and related infrastructure shall be constructed in such a manner that temporary work opportunities are created for unemployed persons in accordance with the latest edition of Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) ([www.epwp.go.za](http://www.epwp.go.za)) in so far as these guidelines may be applied.

The Employer may provide bonus incentives to achieve key performance indicators relating to the employment of temporary workers.

- 6.2 All the labour employment will be reported under Infrastructure System of the EPWP programme whether the project are EPWP programme or the conventional method, the claims that will be submitted on a monthly basis will be a compliance on the submission on the labour statistics.

### 6.3 RETURNABLE SCHEDULES REQUIRED FOR EVALUATION

Only those Bidders who are registered with the Construction Industry Development Board (CIDB) in the Electrical class EP, of construction works with contractor-grading 3EP or higher, in terms of the CIDB Act No 38 of 2000, are eligible to submit bids for this contract.

Contractors are requested to provide detailed information for proposed resources for the above-mentioned project. This information will be evaluated by the Municipality to determine suitability of contractor prior to Bid award.

- **Authorised Persons:**

#### 6.3.1 High Voltage Authorization

Name	ID Number	Permit Expiry	Permit / Certificate Date / No

- LV Switching

Name	ID Number	Permit Expiry	Permit / Certificate Date / No

- Eskom Mersey Accredited Linesman:  
(Minimum requirement is one Eskom Mersey Accredited Linesman per team)

Team No.	Name	ID Number	Certificate Date	Certificate Expiry Date
1				
2				
3				
4				
5				
6				
7				
8				
9				

**Important Note (Items 1 & 2):**

Copies of Certified Identity Documents and Permits / Certificates must be forwarded with Bid submission. Any changes to the above must be approved by the Employer's Representative.

- Safety Representatives:

Name	ID Number	Course / Certificate

- First Aiders:

Name	ID Number	Course / Certificate

- Tools & Equipment:

Item	Serial No	Calibration Certificate	Expiry

- Vehicles:

Make	Model	Registration No.

- Subcontracting:

Contractors are requested to submit names of proposed “Subcontractors” to be utilized on this project.

Contractors are advised that only Approved Contractors who have completed the necessary Eskom Contractor Training & Accreditation may be used.

Subcontractor	Section of Work to be Subcontracted	Vendor No.

Signed .....

Date .....

Name .....

Position .....

Bidders .....

The Bidders shall enter in the spaces provided below a complete list of the last five Electrical engineering contracts awarded to him. This information is deemed to be material to the award of the Contract.

(Turnkey Electrification projects accepted)

EMPLOYER (NAME, TEL NO & FAX NO)	CONSULTING ENGINEER (NAME, TEL NO & FAX NO)	NATURE OF WORK	VALUE OF WORK	YEAR AND MONTH COMPLETED

SIGNED ON BEHALF OF THE BIDDERS: .....

#### 6.4 Conditions of Tender (Copies must be properly commissioned with date stamp)

The PSP is to submit a Proposal containing but not limited to the following:

- Complete original bid document
- Approach and Methodology for the Execution of Electrification and Reticulation Projects.
- Work Program / Schedule for project implementation.
- Relevant past project experience and contactable references.
- Projects implemented for KZN Local Municipalities/ Eskom.
- Original Valid Tax Clearance certificate or Pin (SARS)
- Current CSD valid reports
- Valid BBBEE certificate
- Original or certified copy of Municipality bill or account, lease agreement for urban resident.
- Proof of resident for resident only for both the director and company.
- Proof of Company Registration.
- All MBD forms must be completed and signed
- Active CIDB Grading 3 or higher
- ID Copies of Directors.
- Plan for Local youth development.
- Initial each and every page of this document.
- It is compulsory to complete the declarations information.
- JV Agreement – certified copy.
- Authority to Signatory power of attorney and Resolution Letter
- Proof of physical address stipulated on the proposal by the way service account or lease agreement must be submitted with the tender. The Municipality reserves the right to inspect the tender's premises to verify authenticity. – Certified copy.
- Initial each page of the General Conditions of Contact

Failure to submit the above documents and submission of certified copies not older than 3 months will disqualify bid.

### 7 **FUNCTIONALITY CRITERIA**

- 7.1 Tenders will be pre-evaluated on the criteria as set out under 7.6. **The evaluation criteria will be based on the Functionality & Returnable.**
- 7.2 Bidders that score less than **70** out of **100** points for the functionality criteria will be regarded as submitting a non-responsive tender.
- 7.3 Unclear or incomplete information provided will result in no points being allocated.
- 7.4 Bidders must therefore ensure that all information is provided in detail.
- 7.5 The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

## 7.6 Description of General Quality Criteria

Evaluation Criteria	Documentation/ Evidence	Sub- points	Total points	Verification Method
<b>CONTRACTOR EXPERIENCE</b>  Previous Experience on Electrification projects	Successfully Completed 4 or more INEP/ Cogta funded electrification projects.	05 (per project)	<b>20</b>	Attached certified Appointment Letters direct from the client with completion certificates
<b>CONTRACTOR EXPERTISE</b>  Proposed structure	2 or more trade tested electricians with Eskom permit holders (MV/LV)  1x Site Agent /C.O.W. (MV/LV) – ND: Electrical Engineering with 5 or more years' experience  2 or more Linesman's with certificates in line with construction  1x Health and Safety Officer 2-3 years' Electrical construction Projects (SAMTRAC certificate and SACPCMP registered CHSO)	10  05  10  05	<b>30</b>	Attach CVs and certified permit Holder's copies/certificates
<b>CONTRACTOR PLANT AND EQUIPMENT</b>  Ownership of Construction Plant and Equipment	Ownership of: 1x Crane Truck (minimum 8 Ton) 2x LDV Bakkies 1x Drill bore truck	30	<b>30</b>	Ownership: attach Logbooks
<b>Company Existence</b>  Number of years in practice	1 - 2 years (05) 3 - 6 years (15) 7 years and above (20)	20	<b>20</b>	Traceable CIPC certificate.
<b>MINIMUM SCORING MUST BE 70% OF THE ABOVE</b>			<b>100</b>	

## 8. Pricing Instruction

The payment to be paid to the Service Provider for providing the Services required in terms of this Agreement and for reimbursement for all expenses and costs incurred in performing the Services shall be in accordance with the following

### **ECSA Guideline Scope of Services and Tariff of Fees, Government Gazette No 39480, 04 December 2015, Board Notice 138 of 2015.**

It is essential that all items are priced. F.3.9 in Annexure F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009 (Standard Condition of Tender) will be used for dealing with arithmetic errors.

Rates for Timed-Based Services shall be entered against the relevant items in the Pricing Schedule for different levels of personnel. Time-based payments will only be made when the work involved has been agreed with uPhongolo Local Municipality.

Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc., and for the completed stages of work as specified.

Full compensation for completing the stages of work, including during the defects liability period, as specified in the ECSA guidelines and scope of services, and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, ECSA guidelines and scope of services, shall be considered as provided for collectively in the items of payment given in the bills of quantities, except in so far as the values given in the bills of quantities are only approximate.

The Bidder shall fill in a rate or a lump sum for each item where provision is made for it. Items against which no rate or lump sum has been entered in the Tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bills of quantities.

Bidders shall not enter "included" against any item. Nor shall items be grouped together and a single amount entered. If a Bidder wishes to make any alteration to the bills of quantities, then it should be treated as an alternative tender.

The fees used in the Pricing Schedule are based on Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the applicable Profession Act.

The report stage for engineering work will not be reimbursed separately on a time basis, but will form part of the preliminary design stage fee.

Fees for additional services must be entered into the applicable schedule where required. Pricing is based on an estimated amount for work and will only be used for evaluation purposes. Actual fees will vary according to the magnitude of the project involved. All fees quoted in the Pricing Schedule shall be in South African Rand (ZAR) and whole cents.

All fees quoted in the Pricing Schedule must be excluding VAT. VAT will be added in the Summary of the Pricing Schedule.

The Pricing Schedule has to be completed in black ink and the Bidder is referred to the Bid Data in regard to the correction of errors.

All queries will only be answered in writing, through the Employers representative responsible for issuing the enquiry. The bill of quantities forms part of and must be read in conjunction with the specification which contains the full description of the work to be done and material and equipment to be used. Unless otherwise description in the bill of quantities, reference

should be made to the specification for the full meaning of the description of work to be done and materials and equipment to be used in this service

The total tender price in the tender form shall constitute the contract price of the successful Tenderer. Tenderers are advised to check their item extensions and totals additions, so no claim for arithmetical errors will be considered.

No alterations, 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 but the original wording of the bill of quantities will be adhered to.

The bill of quantities of the successful Tenderer will be checked and the *Employer* reserves the right to call for adjustments to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered.

The responsibility for accuracy of the quantities written into the bills remains with the person who prepared the bill. The Tenderer shall be relieved of responsibility of measuring quantities at the tender stage. The tender sum submitted shall be in respect of the quantities set out in the bills and the Tenderer will be required to make his assessment of items such as brackets, fixing, etc., from details stated in the bills and shall include in the item prices for such small installation materials as required for the complete installation in accordance with the specification. Conductor price shall include for the wastage and sagging.

All price entered in the bill of quantities shall include for the supply (inclusive of any taxes, duties and fees which may be applicable), installation, testing, and commissioning, guarantees (with free maintenance during the guarantee period) and profit, but EXCLUDING VAT

The successful Tenderer and the *Employer* or his representative may agree that the total of any bill, including any variations by way of additions thereto or deductions therefrom, represents a fair accurate quantification of the items set out in the bills and the parties may agree to final payment on that basis. In the event of any dispute as to the quantities, the disputed item or items shall be adjusted where necessary.

The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting in position, all installation materials and sundries, cutting and waste, sagging, patterns, models and templates, plant, temporary works, return of packing's, establishment charges, profit and all other obligations arising out of the condition of contract.

All provisional sums shall be expended as directed by the *Employer* and any balance remaining shall be deducted from the amount of the contract sum.

All items described as 'Rate only' shall be measured as executed and paid for according to the price. No work for which "Rate only" items are provided shall be commenced without written instructions from the *Employer*.

Unless a separate rate for the supply and for the installation of any item is specifically called for the supply and installation cost of any item shall be fully included in the price.

It is a requirement of the contract that the work shall be carried out in the manner, which is most economical on materials. Unless otherwise indicated by the *Employer*, the tendering *Contractor* is required to use the shortest practical route for all conductor's subject to restrictions of the specification and good electrical practice.

The quantities in the bill of quantities are not to be used for ordering materials  
All measurements are Net and Tenderers must allow for wastage in the item rate submitted.

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their positioning relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>) .....

3.4 Company Registration Number: .....

3.5 Tax Reference Number.....

3.6 VAT Registration Number: .....

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

**3.8** Are you or any Directors/trustees/shareholders/ members presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....  
.....

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

3.10.1 If yes, furnish particulars.  
.....  
.....

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

3.11.1 If yes, furnish particulars  
.....  
.....

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

3.12.1 If yes, furnish particulars.  
.....  
.....

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

3.13.1 If yes, furnish particulars.  
.....  
.....

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

3.14.1 If yes, furnish particulars:  
.....  
.....

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

Full Name	Identity Number	Are you employed by National/ Provincial/ Local Government? YES/NO	If YES, please give details

5. I duly confirm that the above information is correct until otherwise advised in writing AND the company undertakes to immediately, in writing on same day of appointment, advise the Municipality immediately if any of its directors/trustees/ members/shareholders assumes appointment as an employee in national, provincial and/or local government AND the company will deregister from the Municipality Supplier Database and cease forthwith from doing business with the Municipality AND the company shall be subject to a penalty of forfeiting all payments for services rendered or products delivered or installed if it fails to immediately disclose in writing the employment of any of its directors/trustees/ members/shareholders in national, provincial and/or local government.

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

### 1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this

tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (Within uPhongolo LM)	5	
Director/ owner with disability	2	
Director/ owner black women	3	
Director/ owner black youth	5	
Director/ owner black person	5	

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

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to

any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....
	.....

**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.**

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

1. 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.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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.
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 - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. 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.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....  
....

2 .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

#### CERTIFICATION

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). <sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

# **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **T2.1 LIST OF RETURNABLE DOCUMENTS**

### **Returnable Schedules required for bid evaluation purposes**

The bidder must complete the following returnable schedule as relevant:

- Record of Addenda to Bid Documents.
- Compulsory Enterprise Questionnaire.
- Clarification Meeting Certificate.
- Valid Tax Clearance Certificate.
- Valid Letter of Good Standing (COIDA)
- Liability insurance cover
- Performance Guarantee
- Health & Safety Plan.
- Certificate of Registration of Service Provider.
- Original Valid B-BBEE Status Level Certificate or Certified Copy.
- Financial References.
- Municipal Rates and Service Charge Statement.

Other documents required for bid evaluation purposes

The bidder must complete the following returnable documents:

- Contract Form MBD Form 7.2.
- Declaration of Bidders Past SCM Practice MBD Form 8.

Returnable Schedules that will be used for bid evaluation purposes and be incorporated into the contract

The bidder must complete the following returnable documents:

- Certificate of Independent Bid Determination MBD Form 9.

Other documents that will be incorporated into the contract

- C1.1 Offer portion of Form of Offer and Acceptance.
- C1.2 Contract Data (Part 2).
- C2.2 Bill of Quantities.
- C2.3 Scope of Work

**Record of Addenda to Bid documents**

We confirm that the following communications received from the Employer before the submission of this Bid offer, amending the Bid documents, have been considered in this Bid offer:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder

## Compulsory Enterprise Questionnaire

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

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

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

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

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

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

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

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other Bidding entities submitting Bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed .....

Date .....

Name .....

Position .....

Enterprise name .....

### Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

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



**uPhongolo Local  
Municipality**

**CONTRACT NO.735/02/24**

**APPOINTMENT OF A CONTRACTOR FOR THE ELECTRIFICATION OF 58 HOUSEHOLDS IN MBOLOBA  
(WARD 10)**

**CLARIFICATION MEETING CERTIFICATE**

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

of (Bidder) .....

.....

of (address) .....

.....

.....

Telephone number .....

Fax number .....

Email .....

on (date) .....

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

\*Delete whichever is inapplicable

**SIGNED BY/ON BEHALF OF BIDDER:**

<b>Name:</b>	<b>Signature:</b>	<b>Date:</b>
--------------	-------------------	--------------

**SIGNED BY/ON BEHALF OF EMPLOYER:**

<b>Name:</b>	<b>Signature:</b>	<b>Date:</b>
--------------	-------------------	--------------

**Employer stamp:**



## THE CONTRACT

C.1

## **C1 AGREEMENT AND CONTRACT DATA**

**C.2**

## **CONTRACT**

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

C5: ANNEXURES

---

**CONTRACT**

**CONTENT**

**C1: AGREEMENTS AND CONTRACT DATA**

**C1.1: FORM OF OFFER AND ACCEPTANCE .....C.5**

**C1.2: CONTRACT DATA..... C.9**

**C1.2.1: CONDITIONS OF CONTRACT ..... C.9**

**C1.2.2: CONTRACT DATA ..... C.10**

**C1.2.3 V A R I A T I O N TO THE GENERAL CONDITIONS OF CONTRACT .....**

**C.13**

**C1.2.4 FORM OF GUARANTEE..... C.19**

**C1.2.5: AGREEMENT WITH ADJUDICATOR ..... C.21**

**C1.2.6: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL.**

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**C3: SCOPE OF WORK**

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**C4: SITE INFORMATION ..... C.54**

**C5: ANNEXURES**

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**C1: AGREEMENTS AND CONTRACT DATA**

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**A. OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**CONTRACT No.:** .....

**CONTRACTOR FOR THE ELECTRIFICATION OF 58 HOUSEHOLDS IN MBOLOBA (WARD 10)**

The Tenderer, identified in the Offer Signature block below, 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.

**The offered total of the prices inclusive of Value Added Tax is:**

R ..... (In words. ....

..... ),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**Signature:** (of person authorized to sign the tender): .....

**Name:** (of signatory in capitals): .....

**Capacity:** (of Signatory): .....

**Name of Tenderer:** (organisations): .....

**Address:** .....

**Telephone number:** ..... **Fax number:** .....

**Witness:**

**Signature:** .....

**Name:** (in capitals): .....

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

**C5**

B. Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement) (also referred as Part 2)
- Part C2: Pricing data (also referred to as Part 3)
- Part C3: Scope of work. (also referred as Part 4)
- Part C4: Site information (also referred as part 5)

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

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to terms of the offer agreed by the bidder 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 deviation from said documents are valid unless contained in this schedule.

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

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

Signature: .....

Name: (in capitals) .....

Capacity: .....

Name of Employer (organisations) .....

Address: .....

Witness:

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

Date: .....

C.6

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of tender. A Tenderers covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract

1.

Subject:

Details:
2.

Subject:

Details:
3.

Subject:

Details:
4.

Subject:

Details:
5.

Subject:

Details:
6.

Subject:

Details:

By duly authorized representatives signing this schedule of deviations, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance. It is expressly agreed that no matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipts by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement

FOR THE TENDERER:

Signature: .....

Name: .....

Capacity: .....

Tenderer: .....

.....

Witness:

Signature: .....

Name: .....

Date: .....

FOR THE EMPLOYER

Signature: .....

Name: .....

Capacity: .....

Tenderer: .....

.....

Witness:

Signature: .....

Name: .....

Date: .....

## **C1.2: CONTRACT DATA**

### **C1.2.1 CONDITIONS OF CONTRACT**

#### **C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the “General Conditions of Contract for Construction Works – 2<sup>ND</sup> Edition 2010”, issued by the South African Institution of Electrical Engineering. (Short title: “General Conditions of Contract 2010”).

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under “Special Conditions of Contract”.

#### **C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT**

##### **C1.2.1.2.1 GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2010, and an appropriate heading.

**C1.2.2: CONTRACT DATA (Applicable to this contract)**

**A. DATA TO BE PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this contract.

REF. CLAUSE No	DATA BY EMPLOYER
1.1.1.13	The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is two (2) months measured from the Commencement Date, including special non-working days.
1.1.1.15	<b>Name of Employer: UPHONGOLO LOCAL MUNICIPALITY</b>  <b>Address of Employer:</b> Physical Address: 61 Martin Street P.O. Box 191 Pongola 3170  Telephone No: (034) 413 1223 Fax No: (034) 413 1706 E-mail: <a href="mailto:records@uphongolo.gov.za">records@uphongolo.gov.za</a>
1.1.1.16	<b>Name of Engineering Consultant: KUHLEMCEBO ENGINEERS (PTY) LTD</b>  <b>Address of Engineering Consultant:</b> Suite 7 Hilltop House 5 Old Main Rd Kloof 3610  Telephone No: (031) 764 2800 Fax No: N/A E-mail: <a href="mailto:admin@kuhlemceboeng.co.za">admin@kuhlemceboeng.co.za</a>
3.1.3:	The Engineer is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.
5.3.1	The Contractor shall commence executing the Works within 14 days of the Commencement Date.
5.3.2	The documentation required before commencement with Works execution are: <ul style="list-style-type: none"><li>i) Health and Safety Plan</li><li>ii) Initial Programme of Works</li><li>iii) Surety</li><li>iv) Insurance</li></ul>

- v) Letter of good standing for and C.O.I.D.A (Workman's Compensation).
  - vi) Proof of Notification for construction works to the Department of Labour
- 5.3.2 The documentation required before commencement with Works execution is to be submitted within the 14 days of the Commencement Date.
- 5.8.1 The non-working days are Sundays.
- The special non-working days are the construction industry yearend break and the following statutory public holidays as declared by National Government:
- New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.
- The construction industry yearend break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.
- 5.13.1 The penalty for failing to complete the Works is R 1500 per calendar day.
- 5.16.3 The latent defects period is 1 year
- 6.2.1 The surety to be provided by the Contractor shall be:  
Performance guarantee of 10% of the tender sum up to the issue of the certificate of completion.
- 6.5.1.2.3 The percentage allowance to cover overhead charges is 15%.
- 6.8.3 Price adjustment for variations in the cost of special materials is not allowed.
- Contract Price Adjustment will not be applicable.
- 6.10.1.5 The percentage advance on materials not yet built into the permanent works is 50%.
- 6.10.3 The percentage retention on the amounts due to the Contractor is 10%.
- The limit of retention money is 10% of the amount of the tender offer, excluding contingencies and VAT.
- A Retention Money Guarantee is permitted.
- 8.6.1.1.2 The value of materials supplied by the Employer to be included in the insurance sum is nil.
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 1 000 000.00.
- Special risk insurance cover is required.
- 8.6.1.3 The limit of indemnity for liability insurance is R5 000 000.00 (five million Rands only) for any single liability claim. Liability insurance shall include spread of fire risk.
- 10.4.2, 10.7.1 Failing Amicable Settlement and resolution by Adjudication, unresolved Disputes shall be referred to Arbitration.

**B: DATA TO BE PROVIDED BY CONTRACTOR**

REF. CLAUSE No	DATA BY CONTRACTOR															
1.1.1.9	Name of Contractor: .....															
1.2.1.2	Address of Contractor:  Physical: ..... Postal: ..... ..... .....  E-mail: .....  Telephone No: ..... Fax No: .....															
6.8.3	The variations in cost of special materials will be based on the following: <table><thead><tr><th>Special Material</th><th>Unit</th><th>Rate or Price</th></tr></thead><tbody><tr><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td><td>.....</td></tr></tbody></table>	Special Material	Unit	Rate or Price	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Special Material	Unit	Rate or Price														
.....	.....	.....														
.....	.....	.....														
.....	.....	.....														
.....	.....	.....														

### C1.2.3: THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

#### 1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case maybe, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered SCC followed in each case by the number of the applicable Clause or Sub-Clause in the General Conditions of Contract 2010, and the applicable heading.

An asterisk (\*) placed next to an SCC sub clause number denotes the inclusion of an additional/new sub clause for which no equivalent appears in General Conditions of Contract 2010.

#### 2. VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2010), published by the South African Institution of Electrical Engineering, is applicable to this Contract.

##### 1.1 DEFINITIONS

SCC1.1.15 The *Employer* means: **uPhongolo Local Municipality**

SCC1.1.16 The *Engineer* means: **Kuhlemcebo Engineers (PTY) LTD -**

Technical SCC1.2.1 Add the following new sub-clauses to Sub-Clause

1.2.1:

SCC1.2.1.3\* sent by facsimile irrespective of it being during office hours or otherwise;

SCC1.2.1.4\* posted to the addressee and delivered by the postal authorities; or

SCC1.2.1.5\* delivered by a courier service and signed for by or on behalf of the addressee;

In the second sentence of the last paragraph of sub-clause 1.2.1 and after the word *addresses* insert *and/or facsimile*.

SCC1.2.6 \**Targeted Enterprise* means a business which adheres to statutory labour practices, is a legal entity, registered with South African Revenue Service and is a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

- a) which is at least two thirds Owned by one or more Previously Disadvantaged Individuals or, in the case of a company, at least two thirds of the shares are Owned by one or more Previously Disadvantaged Individuals; and
- b) whose management and daily business operations are in the Control of one or more of the Previously Disadvantaged Individuals who effectively own it: provided, however, that the annual average turnover excluding Value Added Tax (VAT) and any turnover generated in respect of work performed by other parties in a joint venture or a consortium, of the business during the lesser of the period for which the business has been operating, or the previous three financial years, does not exceed:
  - 1) R25 million in respect of contractors who generate more than 75% of their turnover as Prime Contractors;
  - 2) R10 million in respect of contractor who generate less than 25% of their turnover as Prime Contractors;
  - 3) R2.5 million, in respect of labour-only sub-contractors;

- 4) R10 million in respect of Manufacturers;
- 5) R15 million in respect of Suppliers;
- 6) R2.5 million exclusives of any turnover generated in respect of outsourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers; and
- 7) R2.5 million, in respect of other service providers, e.g. transporters, and that the sum of the average annual turnovers over the same period of all the business concerns which are under the Control of Previously Disadvantaged Individuals within the business entity or Affiliated Entities does not exceed one and a half (1.5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in b) above, seeking Targeted Enterprise Status.

## 2. BASIS OF CONTRACT

### SCC 2.1.4 \*COMPLIANCE WITH APPLICABLE LAWS

**Add the following:** The Contractor shall ensure that he and his Sub-contractors pay wages to their labour forces, including artisans, which are in accordance with those determined by the Department of Labour and which may vary from time to time during the Contract Period.

SCC 2.1.4.1 \*The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, and the New Construction Regulations, 2003), hereinafter referred to as "the Act", that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- a) The Contractor undertakes that the appropriate officials and employees of the Contractor, as well as Subcontractors, will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.;
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;
- d) The Contractor agrees that any duly authorized official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor; and
- e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

### C.14

**SCC2.1.1      \*AVAILABLE DATA AND EXISTING INFORMATION**

Add the following:

All known existing underground services in the vicinity of the Works are shown on the drawings and immediately prior to undertaking any work the Contractor shall check the record of underground services in order to ascertain the presence of any new services. The exact position of these services cannot be guaranteed. The Contractor shall exercise due care when working near these services. If any service shown on the drawings is damaged by the Contractor, then the Contractor shall bear the cost of the repair by the responsible authority.

The Contractor shall immediately inform the Engineer if he discovers the existence of any underground service which is not shown on the drawings. If such service is undamaged when discovered, it shall from then on be deemed to be known service and, if subsequently damaged by the Contractor, its repairs shall be a charge on the Contractor. If such unknown service is damaged when discovered, the cost of repair shall be met by the Contractor unless he establishes to the satisfaction of the Engineer that such damage could not by the exercise of reasonable diligence have been avoided; such service shall thereafter be deemed to be known service and the provisions of the preceding paragraph shall apply.

**2.6\*            GUARANTEE**

**SCC2.6.1      GUARANTEE**

The Contractor shall deliver to the Engineer within such time as may be stated in the Contract Data a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to the amount stated in the Contract Data, for the due performance of the contract. The said Company or Bank shall be subject to approval by the Employer.

The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this clause.

Expenditure incurred in obtaining such guarantee and the Form of Guarantee to be entered into shall be borne by the Contractor unless the Contract otherwise provides. The Form of Guarantee shall be returned to the Guarantor within 14 days after the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works.

The Contractor shall then be responsible for returning the Guarantee to the Guarantor.

Should the employer be made unable to return the Guarantee, the Employer shall write a suitably worded letter addressed to the Guarantor but delivered to the Contractor within the prescribed 14 days, stating that he has no further claim against the Guarantor and the Guarantee may be cancelled. The Contractor shall then be responsible for forwarding such letter to the Guarantor.

In the event that the Contractor fails to submit an acceptable guarantee in terms of this sub-clause within the time stated in the Contract Data and acceptable insurance policies and proof of payment of premiums and continuity of the policies within the time stated in Sub-Clause 35.1 hereof, the Engineer shall, with the Employers approval, be entitled to delay the commencement of the Works (and hence the Commencement Date) by the number of days the Contractor is late in submitting the required documentation. The construction period shall ipso facto be reduced by the number of days the contractor was late in submitting the required documentation.

## **4.2 ENGINEER'S INSTRUCTIONS**

**SCC4.2.2** After the word "instructions", insert "(excluding the SABS 1200 Standardised Specifications)"

### **SCC4.7 FOSSILS, etc.**

Add the words "or traditional importance (such as burial sites)" between the words "interest" and "discovered" in the second line.

## **4.11 COMPETENT EMPLOYEES**

### **SCC4.11.3\* LOCAL LABOUR**

Where it is a requirement that the Contractor employ local labour and local subcontractors on site, the Contractor shall, taking cognizance of the requirements of this Clause, appoint local labour subcontractors as required for the execution of the works and shall train and supervise them as may be necessary to execute and complete the tasks or functions for which they were employed. The preferred categories and ratios are as follows:

- $\frac{1}{3}$  (one third) of labour be women (above youth age category of 35 years);
- $\frac{1}{3}$  (one third) of labour be youth (men and women, 18 to 35-year age); and
- $\frac{1}{3}$  (one third) of labour be men (above youth age category of 35 years).

## **8.3 CARE OF THE WORKS**

### **SCC8.3.1 EXCEPTED RISKS**

Append Sub-clause 8.3.1.9 with except where the Contract specifically so provides,

## **8.6 INSURANCES**

### **SCC8.6.1 INSURANCES TO BE AFFECTED**

Amend Sub-Clause 8.6.1 to read:

"The minimum amount of insurance required in terms of this Clause, as stated in the Contract Data, shall be, per event, the number of events being unlimited:"

Amend Sub-Clause 8.6.1.1 to read:

"Insurance of all materials stored off Site, and intended for incorporation in the Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Sub-Clause 49.1 hereof:"

### **SCC8.6.6 CONTRACTOR TO PRODUCE PROOF OF PAYMENT**

Add to Sub-Clause 8.6.6.1

"The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Contract Data."

### **SCC8.6.7\* LEGAL PROVISIONS**

Within such time as is stated in the Contract Data for the production of insurance policies in terms of the Sub-Clause 8.8.7, the Contractor shall deliver to the Employer a letter, either

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SCC8.6.7\* from his Insurance Company certifying that the Contractor has affected insurance with the Company for the full extent of his potentially liability under the Workmen's Compensation Act 1977 (Act No 23 of 1985) in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or

SCC8.6.7\* from the Workmen's Compensation Commissioner certifying that the Contractor is currently in good standing with the Accident Fund.

**SCC8.6.8\* CLAIMS AGAINST INSURANCE**

The Contractor shall immediately lodge any claim due under policies and press for early settlement. The Contractor shall proceed with the making good of the damage and shall instruct the Insurers to pay all monies in settlement of the claim to the Employer. The Employer shall pay these monies to the Contractor in the monthly certificate in proportion to the progress of the repairs. These payments shall be the only payment to the Contractor for the costs of making good the full amount of the damage to the Works.

**10.1.6 \* EXTENSION OF TIME FOR COMPLETION**

**SCC10.1.6.1\* TIME FOR COMPLETION**

Where the industry regulated Christmas shutdown period of 3 weeks fall within the times for completion as calculated from the Commencement Date, the 3-week shutdown period shall be excluded from the calculation of the time for completion. No payments of any nature, including General Items payments, shall be made for the aforementioned 3-week shutdown period.

The time for completion of the Works shall be reduced by the amount of delay, if any, occasioned by the failure of the Contractor to submit an acceptable guarantee, insurance policies and proof of payment of premiums and continuity within the stipulated time.

**SCC10.1.6.2\* EXTENSION OF TIME FOR COMPLETION**

In general, extension of time for the completion of the Works will, in terms of the General Conditions of Contract, be granted only for additional work and circumstances which could not have been reasonably foreseen.

No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions that effect on progress of the Works. The method whereby an extension of time due to abnormal rainfall will be determined is as follows:

- (1) Abnormal rainfall for each calendar month shall be the total working days in the month under consideration during which the Contractor is unable to proceed with his operations as specified under (2) below, less the number of days (from the table) representing normal rainfall for the month under consideration. (When drawing up his programme, the Contractor shall make provision for the expected delays shown in the table).
- (2) The claim for extension of time shall be the sum of all the positive monthly totals for the Contract Period. Negative monthly totals shall be disregarded. A day shall be considered as lost when the Cluster Manager agrees that no work was done or was capable of being done on any item shown on the critical path of the current construction programme. Items which are not shown on the critical path and have been affected by rainfall will not be considered for extension of time.

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The Contractor is to erect a rain gauge on site. The rain gauge is to be monitored on a daily basis and daily readings recorded in the site diary.

**6.8 ADJUSTMENTS IN PRICES**

**SCC6.8.1 RATES AND PRICES**

Amend Sub-Clause 6.8.1 to read:

“The rates and prices stated in the Pricing Data are not subject to Contract Price Adjustment but shall be final and binding throughout the period of the Contract.”

**6.10 PAYMENTS**

**SCC6.10.1.5** In Sub-Clause 6.10.1.5, line 4, amend “documentary evidence” to read “a signed statement.”

**7.8 DEFECTS**

**SCC7.8.1** In Sub-Clause 7.8.1, paragraph 2, line 2, after the words “Defects Liability Period,” insert “or within the period specified by the Engineer,” and in line 3 replace “thereafter” with “after the Defects Liability Period.”

**SCC12\* COPYRIGHT**

Special Conditions of Contract, Specifications (other than Standardised Specification), Bill of Quantities and Drawings are the copyright of the Engineer.

**SCC13\* APPLICATION OF VAT**

The percentage rate of VAT will be applied to the value of certificate issued in terms of Sub-Clause 49.1 of the General Conditions of Contract, after value of these certificates has been adjusted in terms of Clause 46.2 of the General Conditions of Contract and after retention has been deducted. VAT will be applied to the retention amount when it is paid.

## PRO FORMA

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

As witnesses:

1. \_\_\_\_\_ Signature \_\_\_\_\_  
Name in Block Letters
2. \_\_\_\_\_ Signature \_\_\_\_\_  
Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

#### **C1.4: AGREEMENT WITH ADJUDICATOR**

This agreement is made on the.....day of ..... 20.....between the Employer  
(name of company / organisations) .....

of (address).....

.....and the Contractor

(name of company / organisations) .....

of (address).....

.....(hereinafter called **the Parties**)

**and**

(name).....

of (address) .....

.....(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen\* between the Parties under a Contract No

..... for (contract title) .....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(\* Delete as necessary)

**IT IS NOW AGREED** as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavor to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the

Request of either Party

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**SIGNED by:** ..... ..

(Signature): ..... (Signature): ..... (Signature): **Name:** ..... **Name:** .....  
..... **Name:** .....

who warrants that he/ she is  
duly authorized to sign for and  
on behalf of the **First Party** in  
the presence of

who warrants that he/ she is  
duly authorized to sign for  
and on behalf of the **Second  
Party** in the presence of

the **Adjudicator** in the  
presence of

..... ..

**Witness:** (Signature) ..... **Witness:** (Signature) ..... **Witness:** (Signature) .....

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

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

..... ..

..... ..

Date: ..... Date: ..... Date: .....

**C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY  
ACT No 85 OF 1993**

THIS AGREEMENT is made between .....

(hereinafter called the EMPLOYER) of the one part, herein represented  
by.....

in his capacity as: .....

AND: .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by.....

in his capacity as: .....

duly authorized to sign on behalf of the Contractor.....

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

**CONTRACT No.: ....., CONTRACTOR FOR THE ELECTRIFICATION  
OF 58 HOUSEHOLDS IN MBOLOBA (WARD 10)**

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps- as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps- may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps- it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus, signed at ..... for and on behalf of the  
**CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus, signed at ..... for and on behalf of the **EMPLOYER** on this

the ..... day of ..... 20.....

SIGNATURE.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2.....

## C1.2.7 RETENTION MONEY GUARANTEE

### PRO FORMA

#### RETENTION MONEY GUARANTEE

**CONTRACT No. .... , CONTRACTOR FOR THE ELECTRIFICATION OF  
58 HOUSEHOLDS IN MBOLOBA (WARD 10) ISSUED TO: the UPHONGOLO LOCAL  
MUNICIPALITY**

Represented by **the Municipal Manager** (Hereinafter referred to as "the Employer")

**ON BEHALF OF.....** (Hereinafter referred to as "the Contractor")

In connection with

**CONTRACT NO.....** (Hereinafter referred to as "the Contract")

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at  
.....  
or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.
2. The Engineer's certificate referred to in Clause 1 shall certify
  - (a) that he is the Engineer in office as such in terms of the Contract,
  - (b) that the Contractor is in breach of his obligations under the Contract, and
  - (c) that the amount demanded, which amount the certificate shall specify,
    - (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
    - (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 61 Martin Street, Pongola or at such other address as the Employer shall in writing notify us.
4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R .....
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At ..... for and on behalf of .....

on this ..... day of .....

Signature: .....

Capacity: .....

Address: .....

As Witnesses:

1. .... Name in Block Letters .....

2. .... Name in Block Letters .....

## **PART3**

### **C2: PRICING DATA**

## C2.1 Pricing Instructions

- 1) All queries will only be answered in writing, through the Employers representative responsible for issuing the enquiry
- 2) The bill of quantities forms part of and must be read in conjunction with the specification which contains the full description of the work to be done and material and equipment to be used. Unless otherwise description in the bill of quantities, reference should be made to the specification for the full meaning of the description of work to be done and materials and equipment to be used in this service
- 3) The total tender price in the tender form shall constitute the contract price of the successful Tenderer. Tenderers are advice to check their item extensions and totals additions, so no claim for arithmetical errors will be considered.
- 4) No alterations, 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 but the original wording of the bill of quantities will be adhered to.
- 5) The bill of quantities of the successful Tenderer will be checked and the *Employer* reserves the right to call for adjustments to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered.
- 6) The responsibility for accuracy of the quantities written into the bills remains with the person who prepared the bill. The Tenderer shall be relieved of responsibility of measuring quantities at the tender stage. The tender sum submitted shall be in respect of the quantities set out in the bills and the Tenderer will be required to make his assessment of items such as brackets, fixing, etc., from details stated in the bills and shall include in the item prices for such small installation materials as required for the complete installation in accordance with the specification. Conductor price shall include for the wastage and sagging.
- 7) All price entered in the bill of quantities shall include for the supply (inclusive of any taxes, duties and fees which may be applicable), installation, testing, and commissioning, guarantees (with free maintenance during the guarantee period) and profit, but EXCLUDING VAT.
- 8) The successful Tenderer and the *Employer* or his representative may agree that the total of any bill, including any variations by way of additions thereto or deductions there from, represents a fair accurate quantification of the items set out in the bills and the parties may agree to final payment on that basis. In the event of any dispute as to the quantities, the disputed item or items shall be adjusted where necessary.
- 9) The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting in position, all installation materials and sundries, cutting and waste, sagging, patterns, models and templates, plant, temporary works, return of packing's, establishment charges, profit and all other obligations arising out of the condition of contract.
- 10) All provisional sums shall be expended as directed by the *Employer* and any balance remaining shall be deducted from the amount of the contract sum
- 11) All items described as 'Rate only' shall be measured as executed and paid for according to the price. No work for which "Rate only" items are provided shall be commenced without written instructions from the *Employer*.

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- 12) Unless a separate rate for the supply and for the installation of any item is specifically called for the supply and installation cost of any item shall be fully included in the price.
- 13) It is a requirement of the contract that the work shall be carried out in the manner, which is most economical on materials. Unless otherwise indicated by the *Employer*, the tendering
- 14) *Contractor* is required to use the shortest practical route for all conductor's subject to restrictions of the specification and good electrical practice.
- 15) The quantities in the bill of quantities are not to be used for ordering materials
- 16) All measurements are Net and Tenderers must allow for wastage in the item rate submitted.

**BILL NO 1 - PRELIMINARY AND GENERAL****MBOLOBA ELECTRIFICATION PROJECT**

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

Item	Description	Unit	Qty		Total Price
	Amount brought forward from previous page				
3	<b>Compliance with the Requirements for the Expanded Public Works Programme (EPWP).</b>				
	Note: The reports are to be submitted with the contractors monthly invoice.				
3,1	Compliance with the Requirements for the Expanded Public Works Programme (incl. monthly reports).	Item	1		
4	<b>Meters and Ready boards</b>				
4,1	The Contractor shall make allowance to receive, transport to site, off load and stack the free-issue materials supplied to the contract. The rate shall also include the implementation and maintenance Management System for the duration of the contract.	sum	1		
4,2	On Completion of the project, all unused Eskom supplied free issue materials shall be reconciled and qualified. Once authorised by the Consultant/Project Co-coordinator, the unused materials shall be transported to Eskom New Germany stores using the correct	sum	1		
5	<b>Time Related Items (To maintain site for the project)</b>				
5,1	Operate and Maintain Facilities on Site Facilities for Contractor:				
	a) Offices & storage sheds	months	2		
	b) Ablution & latrine facilities	months	2		
	c) Tools & equipment	months	2		
	d) Water supplies, electric power & communications	months	2		
	e) Safety related items	months	2		
5,2	Provision of office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified.	months	2		
5,3	Contract management and full time supervision of the works.	months	2		
5,4	Overhead costs	months	2		
5,5	Other time related obligations	months	2		
5,6	Community Liaison Officer conversant in Zulu and local cultural norms.	months	2		
6	<b>Security</b>				
6,1	Contractor shall provide security guard/s to ensure the substation site including offices, storage sheds and all Free issue material is protected from theft or any damage. The Contractor needs to ensure that the above mentioned is guarded 24hrs a day.	months	2		
<b>TOTAL:</b> Carried forward to summary					

**BILL NO 2 - MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC****MBOLOBA ELECTRIFICATION PROJECT**

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	<b>Transformers (Coastal Spec) - Pole Mounted</b>						
	Installation of existing or new transformers on an appropriate structure and secureas required including the termination of cables and conductors, the provision of suitable lugs for 35, 50 or 70mm conductor as required and all accessories. Excluding cable conductors, and the transformer structure. Include transport, offloading / loading, safe storage from appropriate Eskom store.						
2,1	New Transformer 16kVA, 22kV/+240V	3021	No	0			
2,2	New Transformer 32kVA, 22kV/+240V/-240V	3021	No	1			
2,3	New Transformer 50kVA, 22kV/415V	3021	No	0			
2,4	Move transformer out-off line	3021	No	0			
	<b>Medium Voltage Surge Arrestors</b>						
	Supply, deliver, off load on site and safely store on site the following surge arrestors, complete with galvanised steel mounting brackets for securing the surge arrestor, nuts, bolts, washers and lock washers as specified. Secure the surge arrestor and brackets to the transformer as specified including the termination of conductors the termination of conductors. Excluding the conductors and transformer. Discharge current 10kA.						
2,5	22kV, MCOV 19.2kV Surge arrestor, 31mm/kV, coastal.	3100	Set	4			
	<b>Medium Voltage Sectionalizes and Links</b>						
	Supply and install link isolators as detailed including the installation of cross arm brackets and the termination of conductors and including the drilling of holes in wooden poles as required 15k fused links.						
2,6	Solid links, Single Pole (2.5 X-am)(three phase).	1848	No	0			
2,7	Fuse links, Single Pole (2.5m X-am) (three phase).	1848/1849	No	1			
2,8	Fuse links, Single Pole (2.5m X-am) (dual phase).	1848/1849	No	0			
	<b>Amount carried over to next page</b>						

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	Amount brought forward from previous page						
	<b>Neutral Surge Arrestor</b>						
	Supply and install a LV surge arrestor including lugs and galvanised bolts.						
2,9	6kV, 10kA Surge Arrestor	3088	No	1			
	<b>MV Section Breaker</b>						
2,10	Section Breaker Earthing 11kV+22kV, 400A, 8kA with IRTU.		No	0			
	<b>Transformer &amp; Equipment Earthing</b>						
	Supply and install all materials for the complete earthing of transformer structures for ABC networks as specified. Included in the rate shall be all required spikes, insulated copper conductor, excavations, backfilling, etc. The rate shall allow for all required MV earth electrodes, consisting of four earth spikes in accordance with the Distribution specification, Part 2. Additional earth spikes / conductor shall be measured elsewhere if required.						
2,11	MV Earth	1860	No	2			
2,12	Section Breaker Earthing 11kV, 400A, 8kA with IRTU.	1829B	No	0			
	<b>TOTAL: Carried forward to summary</b>						

**BILL NO 3 - MEDIUM VOLTAGE OVERHEAD DISTRIBUTION****MBOLOBA ELECTRIFICATION PROJECT**

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
3.1	<b>CONDUCTOR</b>						
	<p>Supply, safely store on sealed drums with ends adequately secured and transport to site conductor as specified. String conductor as specified including splices, jumper conductor ties, strain clamps, suspension clamps, tensioning, sagging, etc.</p> <p>The following dimensions will all be Conductor Length with 10% is allowed for slack &amp; wastage. Additional wastage/slack Additional wastage/slack is for Contractor's account.</p>						
3.1	<b>COND,FOX 8.37D UNGRS</b>	3136	m	707			
Note	<b>MV STRUCTURES</b>						
	<p>Allow for the following structures and insulator assemblies in accordance with the specifications as shown in the drawings. <b>Include</b> the specified cross arms, drilling of holes and treating of such holes, the provision of the U-nails and earth wire in accordance with Eskom specifications. All jumpers to links and transformers to be installed with PVC black pipe. <b>Supply and installation</b> of 15m of 3/3.35x1100MPa steel wire for a BIL for each pole structure as per Eskom specification. <b>Exclude</b> the supply and planting of poles, stays and struts which are measured elsewhere. Insulators as per EI090SS. Include BIL insulation co-ordination for shared MV &amp; LV structures as per 03TB-34 or later approved Eskom standard.</p> <p><b>Supply and install</b> all material as specified for the construction of the following MV structures. Including bonding of hardware and earthing. All excavations, poles, cross arms and stay are measured elsewhere.</p> <p>Note: RX refers to statutory road crossings with the relevant DDT0257-10kN-31mm/kV post insulator, full wrap tie (suspension structures) or DDT0251 - 40KN-31mm/KV long rod with pistol grips (strain structures).</p>						
3.2	Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	1340B	No	1			
3.3	Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation RX	1340B- RX	No	0			
3.4	Delta / 2,5m Wood X-arm - Strain - 0° Deviation	1343	No	0			
3.5	Delta / 2,5m Wood X-arm - Strain - 0° Deviation	1343- RX	No	1			
3.6	Delta / 2,5m Wood X-arm - Strain - Medium (1°- 60°) Deviation.	1344	No	0			
3.7	Delta / 2,5m Wood X-arm - Strain - Medium (1°- 60°) Deviation.	1344-RX	No	0			
3.8	Delta / 2,5m Wood X-arm - Strain - Terminal RX	1346	No	1			
3.9	Delta / 4,5m Wood X-arm - Strain - Medium (1°- 60°) Deviation.	1374	No	0			
	Amount carried over to next page						

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	Amount brought forward from previous page						
3,10  3,11  3,12  3,13  3,14  3,15  3,16  3,17	3 PHASE STRUCTURES GENERAL ARRANGEMENT						
	Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	1740B	No	0			
	Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation (RX).	1740B-RX	No	0			
	Delta / 2,5m Wood X-arm - Strain - 0° Deviation	1743	No	0			
	Delta / 2,5m Wood X-arm - Strain - 0° Deviation (RX).	1743	No	0			
	Delta / 2,5m Wood X-arm - Strain - Medium (1°-60°) Deviation	1744	No	0			
	Delta / 2,5m Wood X-arm - Strain - Medium (1°-60°) Deviation (RX).	1744	No	0			
	Delta / 2,5m Wood X-arm - Strain - Terminal	1746	No	0			
	Delta / 2,5m Wood X-arm - Strain - Terminal (RX).	1746	No	0			
	Amount carried over to next page						

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
Amount brought forward from previous page							
Note	<b>MV STRUCTURES</b>						
	Allow for the following structures and insulator assemblies in accordance with the specifications as shown in the drawings. <b>Include</b> the specified cross arms, drilling of holes and treating of such holes, the provision of the U-nails and earth wire in accordance with Eskom specifications. All jumpers to links and transformers to be installed with PVC black pipe. <b>Supply and installation</b> of 15m of 3/3.35x1100MPa steel wire for a BIL for each pole structure as per Eskom specification. <b>Exclude</b> the supply and planting of poles, stays and struts which are measured elsewhere. Insulators as per EI090SS. Include BIL insulation co-ordination for shared MV & LV structures as per 03TB-34 or later approved Eskom standard.						
	<b>Supply and install</b> all material as specified for the construction of the following MV structures. Including bonding of hardware and earthing. All excavations, poles, cross arms and stays are measured elsewhere.						
	Note: RX refers to statutory road crossings with the relevant DDT0257-10kN-31mm/kV post insulator, full wrap tie (suspension structures) or DDT0251-40kN-31mm/kV long rod with pistol grips (strain structures).						
	3,18 3-Phase, Take off (2.5m X-arm)	1804	No	0			
	3-Phase, Take off (2.5m X-arm) RX	1804	No	0			
	3,19 2-Phase, Take off (2.5m X-arm)	1814	No	1			
	3,20 2-Phase, Take off (2.5m X-arm) RX	1814	No	1			
	3,21 Transformer - Single Pole mount (16 -100kVA).	1860	No	5			
	3,22 Transformer - Pole mounting out-of-line (16-100kVA) includes 1860 module, etc... as per EI067-MVL) and excludes transformer.	1866B	No	1			
3,23 Transformer - Pole mounting out-of-line (100-200kVA) includes 1860 module, etc... as per EI067-MVL) and excludes transformer.	1865B	No	1				
	Reclose, 11kV 400A 8kA with IRTU (DDT3180). NEW Reclose Structure, (exclusive of poles, stays, cross arms, links, excavations, approved anticlimbing device, etc... as per EI070-MVL. Reclose supplied by Eskom) Allow for transport, loading/offloading, safe storage from Eskom stores to site.	1829B	No	0			
	<b>Testing</b>						
	<b>Allowance shall be made for the complete testing and commissioning of the Medium Voltage overhead distribution system.</b>						
3,24	MV Test (per transformer installation)		No	2			
3,25	MV Test (per Auto-reclose installation)		No	0			
<b>TOTAL: Carried forward to summary</b>							

**BILL NO 4 - SUPPORT FOR OVERHEAD RETICULATION**  
**MBOLOBA ELECTRIFICATION PROJECT**

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	<b>POLES AND CROSSARMS</b>						
	Supply and safely store the following poles. Transport to site of works and install pole in excavated hole, including cutting and scaffing, kicking blocks, bonding, treating, etc. Excavations and compaction are measured elsewhere.						
4,1	7m Pole, 120-139mm top diameter	0050	No	40			
4,2	9m Pole, 140-159mm top diameter	0055	No	20			
4,2	9m Pole, 180-199mm top diameter	0055	No	0			
4,3	10m Pole, 180-199mm top diameter	0052	No	1			
4,5	11m Pole, 160-179mm top diameter	0051	No	2			
4,6	11m Pole, 180-199mm top diameter	0051	No	2			
4,7	12m Pole, 160-179mm top diameter	0051	No	0			
4,7	12m Pole, 180-199mm top diameter	0051	No	1			
4,8	13m Pole, 180-199mm top diameter	0053	No	0			
	Supply, off load and install the following wooden cross arms.						
4,9	2.5m, 140 -159mm Diameter	0061	No	11			
4,10	4.5m, 140 -159mm Diameter	0063	No	0			
4,11	6m, 160 -179mm Diameter	0064	No	1			
	<b>Stays, Flying Stays and Anti-Climbing Devices</b> The unit price for a standard stay and an aerial stay shall exclude the wooden poles, but include the stay wire, stay rods, insulators, stay plate, stay guards, bitumastic paint, guy grip dead end, earthing of stay, line splice, precast concrete slabs, pole clamp, nuts bolts and washers etc.  The following stays shall be in accordance with the specifications and shall include stay plate.						
4,12	MV Stay (DDT0341 rev 9, BIL 40kV & 150kV)	0341	No	8			
4,13	LV Stay	0341	No	73			
	The following flying stays shall be in accordance with the specifications and shall include poles & excavation.						
4,14	MV Flying Stay	0343	No	0			
	The following struts shall be in accordance with the specifications and shall include poles & excavation.						
4,15	MV Strut	0342	No	1			
4,16	LV Strut	1167	No	5			
Amount carried over to next page							

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	Amount brought forward from previous page						
	<b>EXCAVATIONS AND COMPACTION</b>						
	The excavations for service connections are measured elsewhere.						
	<b>Determination of pole positions, excavate, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval of the PM(C).</b>						
	Before excavation work begins the Contractor shall evaluate the stability of the ground before excavation begins. Contractor shall use warning signs, positioned next to an excavation within which persons are working or carrying out inspections. Ref CR (11).						
4,17	Hole for 7m pole - 1.3m deep	0332	No	40			
4,18	Hole for 9m pole - 1.5m deep	0332	No	20			
4,19	Hole for 10m pole - 1.6m deep	0332	No	1			
4,20	Hole for 11m pole - 1.8m deep	0332	No	5			
4,21	Hole for 12m pole - 2m deep	0332	No	1			
4,22	Hole for 13m pole - 2.0m deep	0332	No	0			
4,23	Hole for MV stay - 1.5m deep	0350	No	8			
4,24	Hole for LV stay - 1.4m deep	0350	No	73			
4,25	Hole for MV strut - 1.8m deep	0342	No	1			
4,26	Hole for LV strut - 1.3m deep	0342	No	5			
4,27	Provisional blasting - Up to 2,2m deep. Each hole to be verified by Clerk of Works. Develop a method statement in accordance with explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed. Ref CR (11)						
			No	8			
4,28	Rock excavation (the contractor is to provide adequate measures to ensure a rock hole be excavated to the correct depth to facilitate the correct infrastructure, this may include the excavation per rock hole by mechanical means viz. Compressors dependent on diesel fuel to accommodate Jackhammer drilling). These Rock Holes to be verified by the relevant Clerk of Works. Ref CR (11)						
			No	14			
	Amount carried over to next page						

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	Amount brought forward from previous page						
	<b>POLE LABES</b>						
	Supply and install labels on all poles in accordance with the specifications including the provision of all fixing materials. Allow for pick-up, loading/offloading, transport from appropriate Eskom store. Labels to the Eskom Standard SCSSCAAP5, TQGHSP05 and TQCSS005. Dynatape, masking tape or Hand written with permanent marker type labels are not to be considered for operational labelling under any circumstances.						
4,29	Equipment labels		No	2			
4,30	Mosdorfer fuse rating labels (transformers)		No	2			
4,31	Fuse - "Warning. Open all fuses before working on line"		No	2			
4,32	Transformer Max fuse notification label		No	2			
4,33	Feeder Max Fuse notification label		No	2			
4,34	Danger Labels (transformers, links, anti-climbings)	3202	No	2			
4,35	LV Feeder Labels		No	8			
4,36	House Connections Labels		No	66			
4,30	Pole Top Box Phase Labels		No	61			
	<b>GENERAL ITEMS</b>						
	Supply and install labels Spiral Vibration Dampers as per the DT Standards						
4,41	Spiral Vibration Dampers (Fox)	3175	ea	0			
4,42	Bird Flappers	3175	ea	0			
	Supply and Install Anti-Climbing Devices as per the latest DDT Standards.						
4,43	Anti-Climbing Device as per 05TI09. Including the removal of existing spikes. Galvanised wire per DDT3170. Galvanises staples per DDT3129. Install on trfr str, struts, parallel MV stay wires, recloser str, OOL trfr str, etc, structures where meter boxes or equipment is installed <2m above ground, any str having cable secured by means of strapping <0.5m apart, any climbable pole str, apparatus etc as per DDT standard.	0399	per srt	4			
4,44	Supply and Install, where MV & LV Earths are on the same structure, UV protected black PVC pipe of length 1.2m on each earth downwire, cutting the top and bottom of the pipe at 45deg, split the pipe so as to insert the MV/LV earth and installing clout nails at the bottom and top.		per srt	4			
	<b>TOTAL: Carried forward to summary</b>						

**BILL NO 5 - OVERHEAD DISTRIBUTION LINES****MBOLOBA ELECTRIFICATION PROJECT**

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	<b>LV ABC (insulated neutral)</b>						
Note	The LV insulated aerial bundle conductor system shall be in accordance with SABS 1418 and insulated in accordance with SABS 0198 and the Distribution Standard Part 3. Ref. EI-092-LVL						
Note	The unit rate per meter shall include the tensioning and stringing of the bundle in accordance with the sag and stress tables provided by the manufacturer with all plant, equipment and accessories required to erect an LV overhead bundled distribution line i.e. Drum trailer, winch, wind-off pulleys, pulling rope/cable with connection, dynamometer, slide-lock, sheathed synthetic-fibre belt, woven snatch belt, snatch block, tackle, shackle, etc.						
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, off-cuts, etc.						
	Supply, safely store and transport to site and string. The conductor will be delivered on sealed drums and adequate allowance shall be made for the correct handling thereof.						
	Ensure correct tooling - D 51 Hydraulic Crimping Tool and dies, a 13mm tube spanner with T – bar, Phase separators, Slings, Wide Grooved Pulleys, Steel Pulling Socks, Pulling Swivels, Rickie, Come-along and Dynamometers.						
5,1	Single phase ABC (35mm2, 2 core) - insulated neutral.						
		3141	m	1597			
5,2	Dual phase ABC (35mm2, 3 core) - insulated neutral.						
		3141	m	1045			
5,3	Three phase ABC (35mm2, 4 core) - insulated neutral.						
		3141	m	0			
	70x 2 MM BUNDLE FOR TRF jumpers	3141	m	0			
	<b>LV STRUCTURES</b>						
	Allow for the assembly of the following LV strain and suspension assemblies in accordance with the specifications shown in the drawings. Including all earthing, drilling of holes and treating of drilled holes. All LV ABC hardware, line connectors, PVC cable ties, nuts, bolts, washers, lock washers shall be allowed for in the appropriate item below. Excluding the supply and planting of poles, stays and struts, which are measured elsewhere. Use strain assembly when crossing roads.						
	Supply and install all the materials as specified for following:						
5,4	Single Phase ABC Intermediate Assembly	1153	No	15			
5,5	Single Phase ABC Terminal Assembly	1154	No	13			
5,6	Single Phase ABC Strain Assembly (0-60 deg)	1155	No	9			
5,7	Single Phase ABC Strain Assembly (60-90 deg)	1156	No	7			
	<b>Amount carried over to next page</b>						

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	Amount brought forward from previous page						
5,8	Single Phase ABC Tee from Intermediate	1157	No	7			
5,9	Single Phase ABC Tee from Strain	1159	No	3			
5,10	Dual Phase ABC Intermediate Assembly	1145	No	5			
5,11	Dual Phase ABC Terminal Assembly	1146	No	5			
5,12	Dual Phase ABC Strain Assembly (0-60 deg)	1147	No	3			
5,13	Dual Phase ABC Strain Assembly (60-90 deg)	1148	No	1			
5,14	Dual Phase ABC Tee from Intermediate	1149	No	1			
5,15	Dual Phase ABC Tee from Strain	1151	No	0			
5,16	Three Phase ABC Suspension Assembly 0-30	1100	No	0			
5,17	Three Phase ABC Terminal Assembly	1120	No	0			
5,18	Three Phase ABC Strain Assembly (0-60 deg)	1121	No	0			
5,19	Three Phase ABC Strain Assembly (60-90 deg)	1122	No	0			
5,20	Three Phase ABC Tee from Intermediate Assembly	1140	No	0			
5,21	Three Phase ABC Tee from Strain	1142	No	0			
	Amount carried over to next page						

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	Amount brought forward from previous page						
	<b>LV FUSE SWITCHES UNITS</b>						
	Supply, deliver to site, off load on site and safely store. The fused switch shall be supplied complete with the pole mounting bracket, nuts, bolts, washers, etc. for securing the unit to the wooden pole. The fuses shall be supplied with the fuse switch unit. Fuse ratings shall be as shown on the drawings. Install the on load fused disconnecting switch on the transformer structure including the drilling of holes as required, including the termination of the LV ABC to the unit. Fuse ratings below allow for 120% overload.						
	One fuse unit is for the transformer and one unit per LV feeder for isolation/protection.						
5,21	63A Dual Phase Load disconnecting switch MORSDORPHER.	0309	No	4			
5,22	80A Three Phase Load disconnecting switch MORSDORPHER.	0309	No	0			
5,22	160A Three Phase Load disconnecting switch MORSDORPHER.	0309	No	0			
	<b>EARTHING OF LV NETWORK</b>						
Note	All MV transformer earthing is measured elsewhere and all LV earths per structure are measured with the structure. This section is intended for LV earths at transformers.						
	Allowance shall be made for the testing (including earth loop impedance) of the earth resistance for the entire reticulation system in accordance with the TN-C-S earthing system as defined in the Distribution Standard Part 2 and any earth tests which may be required in terms of the standard and detailed specifications. Use 2 x H-Crimps - neutral connection point.						
5,23	LV Earth	0627	No	2			
	<b>LV Pole Mounted Service Boxes (Outdoor)</b>						
	Supply and install on a wooden and/or concrete pole a pole mounted distribution box as specified complete with pole mounting brackets, cable ties, PG clamps, miniature circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to LV ABC, insulation piercing connectors and factory installed cable openings. Included shall be the stainless steel strapping and buckles and terminations of the tails onto the LV ABC. Allow for required space on DIN rail for appropriate no of EMU's. Supply and install 5kA, 5kV rating surge protection between phase-neutral. To comply with NRS032 and DSP0018.						
5,24	1-2 Way 1x50A MCB Split Box in ABC Split Box onto Insulated Neutral ABC	3055	No	58			
5,25	1-4 Way 1x50A MCB Split Box in ABC Split Box onto Insulated Neutral ABC	3055	No	1			
5,25	5-8 Way 1x50A MCB Split Box in ABC Split Box onto Insulated Neutral ABC	3055	No	0			
	Amount carried over to next page						

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	Amount brought forward from previous page						
5,26	<b>TESTING</b>						
	Allowance shall be made for the testing of each LV ABC distributor on accordance with the project specification. Included shall be the provision of test certificates and all documentation as required.						
	LV Test, per zone. Ref. SCSASABZ1		No	2			
	<b>TOTAL: Carried forward to summary</b>						

<b>BIL</b>							
<b>OLO</b>							
<b>Item</b>	<b>Description</b>	<b>DDT Ref</b>	<b>Unit</b>	<b>Qty</b>	<b>Supply Rate</b>	<b>Install Rate</b>	<b>Total Price</b>
	<b>House Connections</b>						
	<b>House Connections , test and commissioning complete. Poles and excavation are measured elsewhere.</b>						
6,1	Type A	D-DT-0360	No	0			
6,2	Type B - (Service pole 100%)	D-DT-0361	No	58			
	<b>Take delivery of from Eskom, transport to site, off load on site and safely store on site the following Passive Base Units, ECU's , complete with rail, galvanised steel mounting brackets for securing to the dwelling, nuts, bolts, washers and lock washers as required. Secure the passive base, ECU and brackets to the dwelling as required including the termination of conductors. Excluding the conductors.</b>						
6,3	READYBOARD, 20A,SMART METER 2x16A SKTS D3176		No	58			
6,4	METER, 20A, SMART POWER-RAIL PLC D3145		No	58			
6,5	CIU		No	58			
6,5	DATA CONCENTRATOR		No	8			
	<b>CONDUCTOR</b>						
Note	<b>Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, cut-offs etc.</b>						
	<b>Contractor to supply, safely store, transport to site and string. Installation includes all glands, lugs, shrouds, termination and connections as required.</b>						
6,6	Cable 1KV 2C 6mm SQ Concentric CU		m	2900			
6,7	Cable 1KV 2C 10mm SQ Concentric CU		m				
6,8	Submit populated <b>Control Sheet</b> and <b>PCS</b> CorDaptix information to the Project Engineer upon the successful energising of a customer. Payment will only be made upon the successful loading of the Data onto Eskom's CorDaptix software system. Resolve queries raised by Eskom and the Engineer.		No	58			
	<b>SUNDRY ITEMS</b>						
	<b>Supply and install pole in excavated hole, including cutting and scaffing, kicking bolts, bonding, treating, etc. Excavations and compaction are measured elsewhere.</b>						
6,9	5m Pole, 80-99mm top diameter	0058A	No	58			
6,10	7m Pole, 100-120mm top diameter	0058B	No	1			
	Amount carried over to next page						

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	Amount brought forward from previous page						
	Determination of pole positions, excavate in all ground conditions as necessary, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval of the PM(C).						
6,11	Hole for 5m service pole - 1m deep		No	58			
6,12	Hole for 7m service pole - 1.3m deep		No	1			
	<b>TOTAL: Carried forward to summary</b>						

<b>BILL NO 7 - LINE ROUTE CLEARING</b>
<b>MBOLOBA ELECTRIFICATION PROJECT</b>

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	<b>Line Route Clearing</b>						
	Clearing of trees from a servitude, including the stacking or disposal of cuttings and debris as directed by Eskom, and the poisoning of stumps with an approved poison/herbicide as per OHS Act & Eskom Regs. Cut bush & trees to be cut into 1-2m strips and removed from the MV/LV servitude. Allow for Security for working in the area where appropriate. Contractor to have certificates for ORHVS, Environmental Awareness, Plant Identification, Safe Working Procedures & Correct use of herbicides.						
	The CoW must audit quantities below and sign off as being correct, on notification from the Contractor to do so.						
7,1	<b>Dense bush</b> (thin dense blackwattles, thornbush or brambles - not possible to walk through) <b>MV strip</b> (12m either side of the centre line) to be cleared and poisoned		No	0			
7,2	Ditto, but for <b>LV</b> (1m either side of the centre line or as per Eskom Regulations & TSC request) and no poisoning required.		No	0			
7,3	<b>Small trees</b> (less than 30cm diameter scattered bush or plantation - accessible on foot) <b>MV strip</b> (12m on either side of the line) to be cleared and poisoned.		No	0			
7,4	Ditto, but for <b>LV</b> (1m either side of the centre line or as per Eskom Regulations & TSC request) and no poisoning required.		No	0			
7,5	<b>Large trees</b> (greater than 30cm diameter) including poisoning/herbicides. Trees to be cut down as close as possible to the ground, but not higher than 50mm from ground level. Special equipment & expertise to be accommodated for where required for trees close to houses, roads, sensitive areas etc...		No	0			
	<b>TOTAL: Carried forward to summary</b>						

FINAL SUMMARY				
MBOLOBA ELECTRIFICATION PROJECT				
Item	Description	Total Supply	Total Install	Total Price (R)
1	PRELIMINARY AND GENERAL.			
2	MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC.			
3	MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM.			
4	SUPPORT FOR OVERHEAD RETICULATION.			
5	LOW VOLTAGE OVERHEAD DISTRIBUTION LINES.			
6	CUSTOMER SERVICES AND GENERAL.			
7	LINE CLEARING.			
		Sub Total A		
		Retention @5%		
		Sub Total B		
		Add 15% Vat		
		Grand Total		



# UPHONGOLO LOCAL MUNICIPALITY

CONTRACT NO.735/02/24

## APPOINTMENT OF A CONTRACOR FOR ELECTRIFICATION OF 58 HOUSEHOLDS IN MBOLOBA (WARD 10)

### C3.1: Scope of work

#### 1. SCOPE OF WORKS

##### 1.1 GENERAL DESCRIPTION OF THE WORKS

This specification covers the supply, delivery, installation, testing and commissioning of the complete **ELECTRIFICATION OF HOUSEHOLDS IN MBOLOBA (WARD 10)** to the entire satisfaction of the Employer and Consulting Engineer as described herein and as indicated on the drawings that form part of this specification.

The detailed scope of works shall include the following: -

- 1.1.1 All civil work required to complete the project including cable trenching, excavations, and pole and project board erection.
- 1.1.2 The supply and installation of wooden poles for the attachments of Fox, Aerial Bundled Conductor, airdac and also other project related equipment's such as pole mounted transformer, isolator and etc.
- 1.1.3 Earthing of the installations to ensure safe installations in full compliance with the Electricity Supply Regulations.
- 1.1.4 The liaison with Eskom as the supply authority for the co-ordination of outages in order to safely carry out the works.
- 1.1.5 The testing and commissioning of the entire installations in accordance with standard procedures to the satisfaction of the client.
- 1.1.6 The preparation of all necessary test certificates.
- 1.1.7 The guarantee of all materials and workmanship and maintenance of the installations for a period of 12 months after completion of the works during the contract Defects Liability Period and including for all other implicit obligations in accordance with the requirements of the contract as detailed in the Conditions of Contract.
- 1.1.8 On completion of the installation, the Service Provider shall provide one set of marked up "As-Built" drawings for the entire installation indicating in detail all cable routes, all equipment types, ratings, connections etc. and locations and system single line diagrams in accordance with the General Specifications.

##### 1.2 ENGINEER'S DRAWINGS

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

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

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

##### 1.3. AS-INSTALLED DRAWINGS

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DATE
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1.3.1. General

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

1.3.2. Departures from Drawings

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

**1.4 EXISTING SERVICES**

1.4.1 Other Existing Services

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

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

**1.5 SURVEY**

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

**2. GENERAL INSTALLATIONS**

2.1. GENERAL

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

2.2 STREETLIGHT LUMINAIRES

2.2.1 General

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

2.2.2 General Smart Meter Specification

All smart meter shall be of the 20A type.

2.2.3 Schedule of Smart Meter

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

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

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DATE
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#### 2.2.4 General Earthing

The overhead supply to the split meter will be by means of a four core ABC which will form a phase & neutral conductor system and the neutral will be bonded to earth by means of an earth rod electrode placed at the start, end of each circuit with intermediate electrodes placed at approximately 250 meters' intervals. The final position of these earth electrodes will be agreed on site.

### 2.3 **WOODEN POLES**

#### 2.3.1 General

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

- a) All poles, cross-arms and spacer blocks shall comply with the relevant requirements of [3] SANS 753 and [4] SANS 754, as applicable.
- b) The treated product shall carry the product certification of an approved body acceptable to the South African National Accreditation System (SANAS), presently bodies such as South African Bureau of Standards (SABS) and South African Technical Auditing Services (SATAS).
- c) All air drying stacks for poles  $\leq 9\text{m}$  in length shall be in accordance with the permit conditions of the treating plant.
- d) When poles are loaded for transport at the treatment plant, they are to be dry and free of excess creosote.

#### 2.3.2 Installation of Wooden Poles

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

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

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

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

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

#### 2.3.3 Excavation

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

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

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

Hard Rock Excavation:

Hard rock excavations shall include all solid rock in places, which cannot be removed until loosened by **blasting**. No material, except boulders of 0.03 m<sup>3</sup> or larger or detached pieces of solid rock which is not loosened by blasting before removal will be classified as hard rock excavation unless blasting is prohibited and barring wedging or similar methods have been approved.

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

Intermediate Materials:

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

Soft Material Excavations:

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

2.3.4 Pole Numbering

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

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

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

3. **LOW VOLTAGE CONDUCTORS**

3.1 GENERAL

The electrical conductors supplied for the low voltage reticulation shall be **4 Core 35mm<sup>2</sup>/70mm<sup>2</sup> LV Aerial Bundled Conductor (ABC)** with supporting neutral based on SANS 1418.

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

3.1.1 MANUFACTURER

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

5. **MAIN CONTROL BOX**

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

The connection from the control box to the overhead line shall be by means of 25mm<sup>2</sup> black insulated copper tails and suitable clamps.

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

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enclosed in a galvanised bosal protection sleeve to a height of 3.5 meters above ground. Cables and Protection Sleeves will be fixed to the pole by means of heavy duty stainless strapping. Eskom will provide a metered single phase connection at each of the required pole mounted substations. This will include a pole mounted meters box supplied and installed by Eskom. All necessary connection fees and deposits required by Eskom will be paid by the municipality.

## **6. UNDERGROUND DUCTS**

### **6.1. GENERAL**

- 6.1.1. This specification covers the supply and installation of ducts for the protection of electrical underground cables.
- 6.1.2. The Service Provider shall carefully examine all plans and drawings and if any inaccuracy, discrepancy or inconsistency is detected, he shall immediately bring it to the notice of the Engineer and obtain a decision on the matter.
- 6.1.3. UPVC ducts and fittings shall comply with SABS 791.
- 6.1.4. The Service Provider shall be solely responsible for contacting the authorities concerned whenever any work on or in the vicinity of services is required to be done.
- 6.1.5. The Main Service Provider shall be responsible for the laying of ducts for underground services in accordance with the applicable technical specification.
- 6.1.6. Measurement for payment of excavation and back-filling of trenches shall be in linear meters as detailed in the Schedule of Quantities and specified in the relevant Civil Engineering Works associated with the installation of underground services.
- 6.1.7. For purposes of payment, the quantity of material refilled shall be taken as being equal to the amount excavated and no allowance shall be made for increased bulk due to excavation.
- 6.1.8. Excavation, back-filling of trenches and reinstatement shall be carried out in conjunction with the Civil Engineering Works associated with the installation of underground services.
- 6.1.9. The width of trenches shall be no greater than necessary for satisfactory execution of the work. The onus shall be on the Service Provider to satisfy the Engineer of the necessity where a trench, wider than that called for in the schedule of quantities associated with the order, is excavated. Any reinstatement costs arising from the excavation of an unnecessarily wide trench shall be borne by the Service Provider. Trench widths shall be as specified in the Bill of Quantities.

### **6.2. DUCTS AT ROAD CROSSINGS.**

#### **6.2.1. All ducts shall:-**

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

### **6.3. OBSTRUCTIONS**

- 6.3.1. Underground plant such as gas, telephone cables and ducts, water and/or sewage mains, electricity supply cables and storm water drains which obstruct the construction of the pipe/duct lines shall be brought to the notice of the Engineer. Where there is no other alternative, these must be moved at the Client's expense in consultation with the owning authority.
- 6.3.2. Where removal of services is necessary but cannot be undertaken by the owning authority the work shall be undertaken by the Service Provider or as the Engineer may decide.
- 6.3.3. Any services which are exposed in the trenches prepared for the duct installation shall be protected against damage and where necessary shall be supported to avoid subsidence.
- 6.3.4. Trigonometrical and other survey beacons or pegs may not be removed or altered. Where this becomes necessary the Engineer must be advised in order that suitable action may be taken.

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

6.4. **BACK-FILLING**

- 6.4.1. Back-filling shall be consolidated in layers of not more than 200mm at a time. Filling around and over the pipes/ducts/cables to a depth of + 50mm shall be carefully carried out with fine materials, and the Service Provider shall ensure that the pipes/ducts/cables are not damaged in any way by such back-filling and consolidation.
- 6.4.2. Where, in the opinion of the Engineer, there is no material excavated suitable for use, even after screening, as bedding and the first layer of backfill, the Service Provider shall obtain suitable material and deliver it to the trench side. The onus shall be on the Service Provider to prove to the satisfaction of the Engineer the actual quantities required.
- 6.4.3. All services mentioned in the preceding clauses shall be covered by backfill to an average depth of 300mm. The Service Provider shall ensure that after back-filling, all trenches have been trimmed before cable laying.
- 6.4.4. All surplus spoil from any excavation that cannot, in the opinion of the Engineer, be spread evenly over the surface, shall be removed by the Service Provider at no extra cost to the Client.

6.5. **REINSTATEMENT**

- 6.5.1. Where work requires the installation of ducts/cables under tarred or made-up sections of roads, streets or side-walks, reinstatement of the surface shall be carried out as directed by the authorities concerned. Full reinstatement costs shall be borne by the Service Provider. The Service Provider shall execute and maintain interim restoration.
- 6.5.2. Where ducts or cables are laid in the slopes of road cuttings or in the fill of embankments, the surface and slope shall be restored to the satisfaction of the responsible Roads Engineer.

6.6. **DEGREE OF COMPACTION**

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

6.7. **DRAWINGS**

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

18. **TESTING**

6.1 **INSPECTION OF EQUIPMENT**

1. **During Manufacture**

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

2. **Immediately Before Dispatch**

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

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

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## 2. TESTING AND ENERGISING

### 1. General

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

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

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

### 2. Test Equipment

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

## 6.3 TESTS OF EQUIPMENT NOT EXCEEDING 1000 VOLTS

### 6.3.1 Tests

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

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

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

### 6.3.2 Test Certificates

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

## 6.4 COMMISSIONING

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

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

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

## 6.5 LOCAL LABOUR

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

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

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

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

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**19. SCOPE**

The specification sets out the requirements relating to the employment of local labour by involving the community through the established structures as well as the training requirements for these labourers.

**20. DEFINITIONS**

The definitions given in the conditions of contract, the Contract Data and the Works specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

**‘Key Personnel’** means all contract managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators and the like, and all other personnel in the permanent employ of the Service Provider or sub-contractor who possess special skills and/or who play key roles in the Service Provider’s or sub-contractor’s operation.

**‘Labourer’** means a worker statutorily defined as employees in the Basic Conditions of Employment Act, 1997, who is temporarily or permanently employed by the Service Provider and sub-contractors to perform prescribed work on this Contract. ‘Labour’ means labourers or workers.

**‘Labour Register’** means the list of available Local Labourers compiled by the Community Liaison Officer (CLO) in co-operation with the Project Steering Committee (PSC) in accordance with the results of their negotiations with the Service Provider and the Local Community subsequent to the awarding of the Contract.

**‘Local Laborer’** means a worker who is normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications and who is available to be temporarily employed by the Service Provider and sub-contractor to perform prescribed tasks that form part of the Works.

**‘Targeted Labour’** means the Local Labourers, who are defined as the target group for the Contract as normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications. It is incumbent on individuals defined as Target Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the target area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

**‘Worker’** for the purposes of this specification means any person, not being one of the Service Provider’s key personnel, nor any key personnel of any sub-contractor, who is engaged by the Service Provider, a sub-contractor or the Employer and paid on an hourly paid basis to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

**‘Workforce’** means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Service Provider and all sub-contractor.

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## 21. ENGAGEMENT OF LOCAL LABOUR

The temporary workforce shall, as far as practically possible, and with the exception of key personnel, be recruited /selected from the local communities.

Prior to the award of the Contract, the Employer shall, at his own cost, take all necessary actions to advertise within the local communities of the fact that the Contract will provide temporary employment opportunities and preference will be given to the use of the Local Labour on this Contract. Labourers and workers of the local community required by the Service Provider shall be recruited/ chosen from a Labour Register and appointed for work to enable the Service Provider to comply with the specific minimum target value set for the Contract Participation Goal (CPG) for the Contract. Labourers and workers of the Local community who are engaged by other employers in paid positions of employment shall not be eligible for inclusion on the Labour Register.

### E1.3.1 Employment of Local Labourers

Upon the award of the Contract the Service Provider shall without delay consult with the Project Steering Committee (PSC), the Engineer and the Employer, and appoint a Community Liaison Officer (CLO) from a shortlist provided by the PSC, if so instructed, who is mutually acceptable to all parties. The Community Liaison Officer shall negotiate with the Service Provider and the PSC and compile the required list of available Local Labourers called the Labour Register (Labour Desk).

The Service Provider shall select and appoint temporary contract workers required for work included in the Contract from the available Local Labourers listed in the Labour Register with due observance of the skills required for the work in question.

### E1.3.2 Selection of Local Labourers

The Service Provider shall advise the CLO and the PSC in writing of the various categories of Local Labourers required for construction and the number of Local Labourers required in each category, together with the personal attributes which he considers desirable that each category of Local Labourers shall possess, taking due cognizance of the provisions of the Contract relating to Training.

The Service Provider shall make his selection of Local Labourers from the applicants in the Labour Register, taking due cognizance of his requirements for the workforce and the provisions of the Contract in regard of the provision of Training to the workforce and in accordance with the following principles:

- (a) No potential Local Laborer shall be precluded from being employed by the Service Provider on the execution of the Works by virtue of his lack of skill in any suitable operation forming part of the Works unless:
  - (i) All available vacancies have been or can be filled by labourers who already possess suitable skills; or
  - (ii) The completion period allowed in the Contract, or the remaining portion of the Contract period (as the case may be) is sufficient to facilitate the creation of the necessary skills;
- (c) Preference shall be given to the long-term and single heads of households;
- (d) The Service Provider shall, in so far as is reasonably practicable, accommodate the applicant's expressed preferences regarding the types of work for which they are selected;

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- (e) The selection process shall make provision for, but shall not be limited to, the inclusion in the Labour Register of disabled Local Labourers who are deemed capable to perform selected tasks, youths who are older than sixteen but not older than thirty-five years and women.

After making his selection, the Service Provider shall advise the CLO and the Engineer thereof in writing, and the Engineer, with the assistance of the CLO has the right to call a meeting with PSC and the Local Community for the purpose of ratifying the Service Provider's selection. The Service Provider shall attend such meeting and where reasonably required, shall motivate his selection. Should the Engineer or the Local Community make reasonable objection to the selection of any particular applicant by the Service Provider, the Service Provider shall not employ such applicant and shall select another suitable applicant acceptable to the Engineer and the Local Community as a replacement of the rejected applicant, in order to finalize the composition of the workforce.

The provisions this clause shall also apply in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time for the execution and completion of the Works.

## **22. CONTRACTUAL REQUIREMENTS**

### ***E1.4.1 Legislation***

The onus shall be on the Service Provider to ensure that all statutory requirements applicable to the employment of Labour are observed.

### ***E1.4.2 Labour content***

The Labour Content (LC) of the Contract shall be determined as follows:

LC = total value of wages, allowances and costs paid to local labourers, including those employed by sub-Service Providers.

The total Rand value of the Labour Content, expressed as a percentage of the total Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), shall be defined as the Labour Content Percentage.

### ***E1.4.3 Targeted labour***

The targeted labour shall be as specified in Section C3.3 of the Works Specification. The definitions, provisions and specifications of the South African National Standard Specification SANS1914-52002, Targeted Construction Procurement: Part 5: Participation of Targeted Labour will apply to this contract. Should there however be conflict between SANS1914-5: 2002 and the Works n, the latter shall take precedence and prevail.

The Service Provider shall engage targeted labour directly in the execution of the Works to the extent that the monetary value (Labour Content) of such engagement, expressed as a percentage of the Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), is not less than the Contract Participation Goal (CPG). The minimum local labour goal for this contract shall be **2%** of the award value.

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**E1.4.4 Records and reporting**

The Service Provider shall maintain accurate and comprehensive records of all local labourers engaged on the contract. Forms 1 to 4 (of which pro forms are included in Part C1: Agreements and Contract Data) shall be completed and submitted to the Engineer at the end of each month,

from the Commencement date up to the completion of the Contract. Form 3 may be substituted by the use of electronic banking records provided that the system can be audited.

The completed forms shall accompany the Service Provider's monthly claim presented to the Engineer for payment of certified completed work. The Employer reserves the right to delay payments due to the Service Provider should the Service Provider fail to provide any item of required documentation to the approval of the Engineer.

The Service Providers Labour Content performance will be measured at the end of each month in order to monitor the extent to which he is striving to reach the Local Labour Goal specified in Section C3.3 of the Works Specification.

The Service Provider shall, on completion of the contract, and as a pre-requisite event to the release of any retention money in terms of the conditions of contract, provide the Engineer with independently audited documentary evidence of the total actually paid to the workforce and the number of workers' days generated during the contract.

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In the event that the Service Provider fails to substantiate that any failure to achieve the Local Labour Goal was due to quantities under runs, the elimination of items, or any other reason beyond the Service Provider's control which may be acceptable to the Employer, the Service Provider shall be liable to pay to the Employer a financial penalty (P) calculated in accordance with the following formula:

$$P = 0,01 \times (L_M - L_A) \times V_A.$$

Where:

P = Rand value of penalty payable.

V<sub>A</sub> = Award value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation)

L<sub>M</sub> = Local Labour Goal stated in the Project Document

L<sub>A</sub> = The local labour component which the Employer's Representative certifies as being achieved upon completion of the contract.

## **23. PROJECT STEERING COMMITTEE**

When required a Project Steering Committee (PSC) shall be established to manage the project, consisting of members elected from each of the wards along the project road. The Service Provider will have one senior member of his staff as representative on the PSC without any voting powers.

The Service Provider will report all progress, deviations from the Contract, deviations from the programme, labour related matters, and financial progress to the PSC.

The PSC will act as liaison channel between the Service Provider and the community. The PSC will assist the Service Provider in identifying and recruiting local labour for the project.

The Service Provider shall hold meetings with the PSC on a regular basis (at least once per month but not more than twice per month) to ensure that the PSC is informed and aware of progress and problems that may arise.

Allowance is made for the payment of subsistence/travel allowances to the members of the PSC attending meetings with the Service Provider, by the Service Provider in the Schedule of Quantities.

## **24. COMMUNITY LIAISON OFFICER**

### **E1.6.1 Appointment**

The Service Provider shall appoint a Community Liaison Officer (CLO) after consultation with the WARD COMMITTEE and the Ward Councilor Project Steering Committee (PSC), the Engineer and the Employer, as a link between the Ward Committee, Ward Councilor and Local Community PSC and the Service Provider. The Community Liaison Officer shall be nominated by the Ward Committee and Ward Councilor PSC and shall be appointed as a member of the Service Provider's management personnel and the Service Provider's normal employment conditions shall be applicable to the appointment. The Service Provider shall disclose his normal employment conditions to the Engineer when called upon to do so.

### **E1.6.2 Duties of the Community Liaison Officer**

The Community Liaison Officer shall:

- (a) be available on Site daily between the hours agreed on by the Service Provider, the Employer and the Engineer from time to time;

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- (b) assist the Service Provider in the identification of suitable trainees and shall attend one of each of the training sessions;
- (c) communicate with the Service Provider and the Engineer to determine the labour requirements with regard to the numbers and skills;
- (d) assist in maintaining good labour relations, and when applicable partake in Labourers' grievances and dispute procedures;
- (e) assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register (Labour Desk);
- (f) attend all meetings in which the Local Community and/or Labourers are present or are required to be represented;
- (g) assist in the identification, and screening of Labourers from the Local Community in accordance with the Service Provider's requirements;
- (h) inform temporary Labourers of their conditions of temporary employment, and inform temporary Labourers as early as possible when their period of employment will be terminated;
- (i) attend disciplinary proceedings to ensure that hearings are fair and reasonable;
- (j) keep a daily written record of his interviews and community liaison activities;
- (k) carry out specific tasks ordered by the Engineer;
- (l) Perform such other duties as required and agreed upon between all parties concerned.

### **E1.6.3 Remuneration**

The remuneration of the Community Liaison Officer shall be determined jointly by the Service Provider, Engineer and the Employer. A Provisional Sum is to be provided in the Schedule of Quantities to cover the remuneration of the Community Liaison Officer. The current local rate for payment of a CLO at UPhongolo Local Municipality is R4500 Monthly.

The Community Liaison Officer shall only be employed and paid for the period in which the duties of a Community Liaison Officer are required as agreed on by the Engineer and the Service Provider.

## **25. TRAINING REQUIREMENTS**

Where training is specified in the Contract, the Service Provider shall implement a formal training programme in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, sub-contractors engaged therein, in a programmed and progressive manner. Workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

All Training shall take place during normal working hours and the Service Provider shall make adequate allowance in his programme of work to accommodate the Training to be provided in terms of the Contract and shall ensure that the workers are available at the appropriate times to undergo such Training.

The Service Provider shall submit with his Bid full details of the formal training, which he intends to implement on the Contract. Details of the proposed Training shall be provided on Schedule of Proposed Training in the: Returnable Schedules and shall include the following:

- (i) The name of the training institution and course programme.
- (ii) Each type of training and course content synopsis.
- (iii) The manner in which the training is to be delivered.

The cost of the Training in accordance with the Service Provider's Schedule of Proposed Training programme shall not exceed the sums provided for Training in the relevant pay items in the Bill / Schedule of Quantities.

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The Service Provider's Training schedule shall be subject to the approval of the Engineer, and the Service Provider shall, if so instructed by the Engineer, alter or amend the Training schedule and its contents to suit changing conditions on the Site and changes in the Service Provider's programme of work.

#### **E1.7.1     *Training of Local Labourers***

Depending on the requirements of the Contract the Training shall make provision for on-site hands-on Training, courses presented in-house by the Service Provider, and selected courses presented by institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer.

Each Labourer shall receive basic instructions and on-site hands-on training for the category of work required to be executed by him/her.

An approved number of Local Labourers chosen by the Service Provider in conjunction with the Engineer shall attend in-house courses conducted by trainers in the employ of the Service Provider in accordance with the approved Training programme to satisfy the need for trained Labourers on the Site.

Where formal accredited training is specified in the Contract, Local Labourers with the required aptitude shall be nominated by the Service Provider, and subject to the approval of the Engineer, shall attend approved formal training courses presented by accredited institutions and considered essential for the execution of the Works.

For this purpose, the Service Provider shall submit a selection of courses from known training institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer from which the Engineer will choose the courses to be attended by the nominated and approval Local Labourers.

#### **E1.7.2     *Training for Emerging Service Providers (SMME's)***

The Service Provider shall closely monitor the performance of the principals of Emerging Service Providers (SMME's), the execution of their subcontracts and shall identify those who, in his opinion, display the potential to benefit from formal Training provided for in the Contract, and when required by the Engineer, the Service Provider shall make recommendations in this regard. The final list of candidates will be decided on between the Service Provider and the Engineer.

Where required, Emerging Service Providers engaged by the Service Provider shall receive training and guidance according to an approved formal training programme, which comprises both management skills and business development skills.

The Service Provider shall, when requested provide full details of any additional accredited and in-house training, viewed to be necessary by the Service Provider, which he intends to implement at his own cost.

If so indicated, the Service Provider shall alter or amend the formal training programme and its contents to suit changing conditions on Site and changes in the Service Provider's programme of work.

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### **E1.7.3    *Labourers remunerated during training***

All Local Labourers employed by the Service Provider shall be remunerated in respect of the time spent undergoing formal training. Payment for Labourers in respect of training periods during which no productive work is executed, shall be reimbursed to the Service Provider as provided for in the Bill / Schedule of Quantities.

### **E1.7.4    *Non-compliance***

If at any stage the Engineer notifies the Employee in writing that the Service Provider is not complying with the requirements of the Contract in respect of the training to be provided to Local and other Labourers and to the Emerging Service Providers, then the Employer is entitled to appoint competent firms or persons to conduct the specified training at the Service Provider's expense and the amounts paid to such firms or persons will be deducted from the Service Provider's payment.

The Service Provider shall be obliged to make Local Labourers and other employees available for Training when so required by the Engineer.

## **26. FORMAL TRAINING**

### **E1.8.1    *General***

The formal skills training programme to be implemented by the Service Provider shall comply with the following minimum standards:

- (a) Be accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour, as being appropriate for this project.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.
- (c) Be delivered in the modules as described by an authorized Training Centre. The modules listed are those considered applicable to most civil engineering projects and shall serve as a guide only for planning purposes. The actual training needs, training agency and programme shall be agreed with the Engineer prior to implementation.

The Service Provider shall be responsible for the provision of everything necessary for the delivery of the skills training programme, including the following:

- (i) Sufficient skilled, competent and accredited trainers to deliver the training programme to all workers in accordance with the training programme;
- (ii) A suitably furnished venue (if required)
- (iii) Transport to and from the works (as necessary)
- (iv) Tools, equipment and teaching aids;
- (v) Stationery and all other necessary materials

All members of the workforce will initially receive training in the module. Road safety for construction workers followed by training in the various work activity modules depending on the activities for which they will be employed. Each worker employed must be given the opportunity of completing at least one of the work activity modules during the initial training period, with further training being given on merit.

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The Service Provider shall keep comprehensive records of the training given to each worker as well as the nature and number of work tasks executed by the worker and whenever required shall provide copies of such records to the Engineer.

The Service Provider shall in so far as it is reasonable and practical taking due and cognizance of the nature of the works to be executed at any given time, use training workers on those aspects of the works for which they have been trained.

**E1.8.2 Accredited training and attendance**

Only qualified trainers employed by training agencies that are accredited by the Construction, Education and Training Authority (CETA), or other institution recognized by the Department of Labour shall deliver all training. Accredited training referred to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Service Provider shall facilitate in the delivery of training by instructing and motivating the hired local Labour, supervisors and sub-contractors regarding attendance and participation.

All training shall take place within normal working hours or as agreed with the trainees.

**E1.8.3 Supervisors**

Attention shall be given to the formal and informal training of supervisors.

Candidates having the potential to become supervisors shall be selected from amongst the workforce and be given additional formal and informal training as outlined above. This selection will take place only once the initial skills training has been completed and workers have been given sufficient opportunity to prove their worth.

**E1.8.4 Training records and certificates**

The Service Provider shall keep comprehensive records of the formal training given to each Laborer and principal of the Emerging Service Provider and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each participant shall be issued with certificate indicating the course contents as proof of attendance and completion.

**E1.8.5 Labour / Training Agent**

If specified in the Contract, the Service Provider shall appoint a Labour / Training Agent, subject to the written approval of the Engineer. The Labour / Training Agent shall be on the Site at all times when Local and other Labourers are executing work allocated to them. The labour / Training Agent shall report in writing to the Engineer on a daily basis on the work executed by the Local and other Labourers in the employ of the Service Provider, the quality of the work the progress and all other information that the Engineer may require. The Labour / Training Agent shall also be responsible for those aspects of training which are assigned to him the Contract.

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If so specified in the Contract a suitable on-site Training center shall be provided by the Service Provider to the satisfaction of the Engineer. The Training center shall comply with the specifications for site offices as specified in the Specifications Measurement and payment of the Training center and the required equipment shall be as specified in the Project Specification.

## **E2 SPECIFICATION FOR LABOUR-INTENSIVE CONSTRUCTION (EPWP)**

### **E2.1 SCOPE**

In order to reduce unemployment, the Government has initiated the promotion of labour-intensive Expanded Public Works Programme (EPWP) projects.

The Expanded Public Works Programme (EPWP) is a short term, non-permanent, labour-intensive programme initiated by Government and funded wither fully or partially, from public resources to provide a public asset.

This specification sets out the provisions and requirements relating to labour-intensive construction for Expanded Public Works Programme (EPWP) projects.

### **E2.2 DEFINITIONS**

For the purpose of this Contract, the definitions given in the Contract Data, the Standard Specifications, and the Works Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

**‘Labour-intensive’** means the economically efficient employment of as many unskilled or semi-skilled Local Labourers as is technically feasible for an identified portion or section of the Works.

**‘Sub-Contractor’** means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Service Provider, to whom specific portions or aspects of the works are sublet or subcontracted by the Service Provider in accordance with the provisions of the contract.

**‘Workforce’** means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Service Provider and all sub-contractors.

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

### **E2.3 LABOUR-INTENSIVE COMPETENCIES OF SERVICE PROVIDER’S STAFF**

#### **E2.3.1 Eligibility requirements**

A contract will only be entered into with a Bidder who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff.

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The Bidder shall, when requested by the Employer to do so, submit with his Bid 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.

### **E2.3.2 Labour-intensive competencies of supervisory and management staff**

Established Service Providers shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging Service Providers shall have personally completed or be registered on a skills programme for the NQF level 2-unit standard. All other site supervisory staff in the employ of emerging Service Providers must have completed, or be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

**Table 1: Skills programme for supervisory and management staff**

<b>Personnel</b>	<b>NQF level</b>	<b>Unit standard titles</b>	<b>Skills programme description</b>
Team leader/ supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b>
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	Any one of these 3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b>
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	Any one of these 3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the Service Provider's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: <a href="mailto:gerard@ceta.co.za">gerard@ceta.co.za</a> , Tel: 011-265 5900)			

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

#### **E2.4.1 Introduction**

- (a) This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.
- (b) Additional Definitions:  
The following additional definitions shall, unless the context dictates otherwise, apply:
  - (i) **“department”** means any department of the State, implementing agent or Service Provider;
  - (ii) **“employer”** means any department, implementing agency or Service Provider that hires workers to work in elementary occupations on a EPWP;
  - (iii) **“worker”** means any person working in an elementary occupation on a EPWP;
  - (iv) **“elementary occupation”** means any occupation involving unskilled or semi-skilled work;
  - (v) **“management”** means any person employed by a department or implementing agency to administer or execute an EPWP;
  - (vi) **“task”** means a fixed quantity of work;
  - (vii) **“task-based work”** means work in which a worker is paid a fixed rate for performing a task;
  - (viii) **“task-rated worker” means** a worker paid on the basis of the number of tasks completed;
  - (ix) **“time-rated worker”** means a worker paid on the basis of the length of time worked.

#### **E2.4.2 Terms of Work**

- (a) Workers on an EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- (c) Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

#### **E2.4.3 Normal Hours of Work**

- (a) An employer may not set tasks or hours of work that require a worker to work–
  - (i) More than forty hours in any week;
  - (ii) On more than five days in any week; and
  - (iii) For more than eight hours on any day.
- (b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

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

#### **E2.4.4 Meal Breaks**

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes' duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

#### **E2.4.5 Special Conditions for Security Guards**

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

#### **E2.4.6 Daily Rest Period**

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

#### **E2.4.7 Weekly Rest Period**

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

#### **E2.4.8 Work on Sundays and Public Holidays**

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid:
  - (i) The worker's daily task rate, if the worker works for less than four hours;
  - (ii) Double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid:

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- (i) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (ii) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

#### **E2.4.9 Sick Leave**

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is:
  - (i) Absent from work for more than two consecutive days; or
  - (ii) Absent from work on more than two occasions in any eight-week period.

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- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

#### **E2.4.10 Maternity Leave**

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave:
  - (i) Four weeks before the expected date of birth; or

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- (ii) On an earlier date:
    - If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - If agreed to between employer and worker; or
  - (iii) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months' employment, unless the EPWP on which she was employed has ended.

#### **E2.4.11 Family responsibility leave**

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

- (a) When the employee's child is born;
- (b) When the employee's child is sick;
- (c) In the event of a death of:
  - (i) The employee's spouse or life partner;
  - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

#### **E2.4.12 Statement of Conditions**

- (a) An employer must give a worker a statement containing the following details at the start of employment:
  - (i) The employer's name and address and the name of the EPWP;
  - (ii) The tasks or job that the worker is to perform; and
  - (iii) The period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (iv) The worker's rate of pay and how this is to be calculated;
  - (v) The training that the worker will receive during the EPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of these conditions of employment.

#### **E2.4.13 Keeping Records**

- (a) Every employer must keep a written record of at least the following:
  - (i) The worker's name and position;
  - (ii) In the case of a task-rated worker, the number of tasks completed by the worker;
  - (iii) In the case of a time-rated worker, the time worked by the worker;
  - (iv) Payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

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#### **E2.4.14 Payment**

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Service Provider having submitted an invoice to the employer.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place:
  - (i) At the workplace or at a place agreed to by the worker;
  - (ii) During the worker's working hours or within fifteen minutes of the start or finish of work;
  - (iii) In a sealed envelope which becomes the property of the worker.
- (g) An employer must give a worker the following information in writing:
  - (i) The period for which payment is made;
  - (ii) The numbers of tasks completed or hours worked;
  - (iii) The worker's earnings;
  - (iv) Any money deducted from the payment;
  - (v) The actual amount paid to the worker.
- (h) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- (i) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

#### **E2.4.15 Deductions**

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to:
  - (i) Repay any payment except an overpayment previously made by the employer by mistake;
  - (ii) State that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (iii) Pay the employer or any other person for having been employed.

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#### **E2.4.16 Health and Safety**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must:
  - (i) Work in a way that does not endanger his/her health and safety or that of any other person;
  - (ii) Obey any health and safety instruction;
  - (iii) Obey all health and safety rules of the SPWP;
  - (iv) Use any personal protective equipment or clothing issued by the employer;
  - (v) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

#### **E2.4.17 Compensation for Injuries and Diseases**

- (a) It is the responsibility of the employers (other than a Service Provider) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

#### **E2.4.18 Termination**

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

#### **E2.4.19 Certificate of Service**

- (a) On termination of employment, a worker is entitled to a certificate stating:

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- (i) The worker's full name;
- (ii) The name and address of the employer;
- (iii) The EPWP on which the worker worked;
- (iv) The work performed by the worker;
- (v) Any training received by the worker as part of the EPWP;
- (vi) The period for which the worker worked on the EPWP; and
- (vii) Any other information agreed on by the employer and worker.

## **E2.5 VARIATIONS TO STANDARD CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS**

Notwithstanding the provisions of the above mentioned Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, the Service Provider shall comply with the following relevant statutory legislation:

- (a) Basic Conditions of Employment Act 75 of 1997
- (b) Labour Relations Act 66 of 1995
- (c) Employment Equity Act 55 of 1998 (Chapters 1 and 2)
- (d) Occupational Health and Safety Act 85 of 1993
- (e) Compensation for Occupational Injuries and Diseases Act 130 of 1993
- (f) Skills Development Act of 1998

The statutory Department of Labor's Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee associated with the contract.

For the purposes of this contract, the following variations to the above-mentioned Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of

Employment Act of 1997 by the Minister of Labour in Government Notice No. R63 of 25 January 2002 shall apply. The Sub-clause numbers refer to the relevant Sub-clause number under Sub-clause E2.4 above.

*Delete Sub Sub-clause E2.4.3 and replace with the following:*

"Clauses 8, 9 and 10 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 8 makes provision for 45 hours/week."

*Delete Sub Sub-clauses E2.4.6 and E2.4.7 and replace with the following:*

"Clause 12 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (no. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 12 makes provision for a daily rest period of 12 consecutive hours and a weekly rest period of 36 consecutive hours."

*Delete Sub-sub-clause E2.4.14 and replace with the following:*

"Sub-clause 5(1) (a) of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Sub-clause 5(1) (a) makes provision for employees to be paid weekly, fortnightly or monthly."

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**E2.6.1 Requirements for the sourcing and engagement of labour.**

- (a) Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation, SANS 1914-5, Participation of Targeted Labour and the Works Specification.
- (b) The minimum daily wage rate payable shall be aligned with the current National minimum wage payable at time of Bid as legislated and gazetted by government.
- (c) Tasks established by the Service Provider must be such that:
  - (i) The average worker completes 5 tasks per week in 40 hours or less; and
  - (ii) The weakest worker completes 5 tasks per week in 55 hours or less.
- (d) The Service Provider must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of sub-sub-clause E2.6.1 (c) above.
- (e) The Service Provider shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - (i) Where the head of the household has less than a primary school education;
  - (ii) That have less than one full time person earning an income;
  - (iii) Where subsistence agriculture is the source of income; and
  - (iv) Those that are not in receipt of any social security pension income
- (f) The Service Provider shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:
  - (i) 40% women;
  - (ii) 20% youth who are between the ages of 18 and 35; and
  - (iii) 2% persons with disabilities.

**E2.6.2 Specific provisions pertaining to SANS 1914-5**

**(a) Definitions**

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

**(b) Contract participation goals**

- (i) The specified contract participation goal for the contract is 20% of the award value. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- (ii) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

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**(c) Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

**(d) Variations to SANS 1914-5**

- (i) The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax, which the law requires the employer to pay the Service Provider.
- (ii) The schedule referred to in clause 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

**E2.6.3 Training of targeted labour**

- (a) The Service Provider shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- (b) The cost of the formal training of targeted labour will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The Service Provider must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- (c) The Service Provider shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- (d) An allowance equal to 100% of the task rate or daily rate shall be paid by the Service Provider to workers who attend formal training, in terms of sub clause E2.6.3(c) above.
- (e) Proof of compliance with the requirements of sub-clause E2.6.3 (b) to (d) must be provided by the Service Provider to the Employer prior to submission of the final payment certificate.

**E2.7 GENERIC LABOUR-INTENSIVE SPECIFICATION**

**E2.7.1 Applicable Standardized Specification**

The Construction and Management Requirements for Works Contracts:

Specification SANS 1921-5: 2004, Part 5: Earthworks Activities, which are to be performed by Hand, shall apply as additional Works Specifications to this contract. The South African National Standard SANS 1921-5: 2005 Specification is not bound in this document and it may be obtained from South African Standards (website [www.sansa.co.za](http://www.sansa.co.za)) or viewed by appointment at the offices of the Employer's Representative during normal working hours.

**E2.7.2 Variations to SANS 1921-5: 2004, Part 5: Earthworks activities, which are to be performed by hand**

**Clause 4.2: Trench excavation**

*Add the following to sub-clause 4.2.1:*

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"The trenches which are to be excavated by hand are up to 1,5m deep."

**Clause 4.4: Excavations other than in trenches**

*Replace sub-sub-clause 4.4.1 with the following:*

"All material excavatable by hand related to the items listed in Table 4.13/1 shall be excavated by hand."

**Clause 4.7: Loading**

*Delete and replace with the following:*

"Loading of material in areas difficult for the specialised equipment (restricted areas) shall be done by hand."

**Clause 4.8: Haul**

*Add the following:*

"This clause shall not apply to this contract."

**Clause 4.10: Spreading**

*Add the following:*

"This clause shall apply to this contract only provided the material can be economically spread by hand."

*Add the following new clauses 4.13 and 4.14:*

**"4.13: Labour-intensive Work**

The items/activities that shall be done by hand are listed/ provided in Part C4: Site Information. These listed items and others indicated by the prefix LI in the Bill of Quantities are compulsory and may not be executed in any other way.

The Service Provider may identify further activities to increase the labour component of the contract.

**4.14: Manufactured Elements**

Elements manufactured or designed by the Service Provider, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

The Service Provider may also propose to the Engineer additional labour based activities, or alternative activities in place of any of the above-mentioned activities that cannot be executed using labour based methods due to unforeseen and abnormal circumstances.

The Service Provider shall take cognizance of his General Obligations and the contribution of Targeted Labour to the Service Provider Participation Goal (CPG) specified for the contract.

Before commencing with any labour-intensive operations, the Service Provider shall discuss his intentions with the Engineer and shall submit to the Engineer on a weekly basis, daily labour returns indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged."

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## E2.8 MEASUREMENT AND PAYMENT

### Prescribed Labour-intensive work

Those parts of the Works included in the contract, which are to be constructed using labour-intensive methods have been marked in the Schedule / Bill of Quantities. The pay items or sub-items of the works, or parts of the works which are to be constructed using labour-intensive methods only are marked by the letter LI as included in the Payment Refers Column for that item as in the example below. The use of plant to provide such works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with LI are not necessarily an exhaustive list of all the activities which may be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in this Works Specifications.

Payment for items which are designated to be constructed labour-intensively (either in the Schedule / Bill of Quantities or in the Scope of Work) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work, which is to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

### **Example**

Item Ref	Payment Refers	Description	Unit
2.1	SANS 1200 C	SITE CLEARANCE	
2.1.1	PSC 5.1 <b>LI</b>	Clear and grub road reserve width 8-13m	ha
2.1.2	SANS 1200 C 8.2.8 <b>LI</b>	Demolish and remove all type of existing shacks on road reserve, irrespective of size on the Engineers instruction	No

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# UPHONGOLO LOCAL MUNICIPALITY

CONTRACT NO. **XXXXXX**

## APPOINTMENT OF A CONTRACOR FOR ELECTRIFICATION OF 58 HOUSEHOLDS IN MBOLOBA (WARD 10)

### C4: Site information

The project area has adequate road access and electricity infrastructure in existence. A summary of conditions likely to be encountered on site is given below:

The GPS data of the project:

Site	Name	Coordinates	
		Latitude (S)	Longitude (E)

Climate	
Altitude	
Ambient temperature	
Maximum relative humidity	
Lightning	
Rainfall	
Vegetation	
Agriculture	
Topography	
Soil type	

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

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

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