



**TENDER NO: 8/2/2/407 (7EP/6EPPE OR HIGHER)**

**MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.**

Name of Tendering Entity			
Name of Tendering Entity Representative			
Physical Address of Tendering Entity			
Postal Address of Tendering Entity			
Contact Details of Tendering Entity	Tel: ..... Fax: ..... Cell: ..... Email: .....		
Tender Amount carried from Form of Offer (incl VAT)	R ..... (incl VAT)		
CIDB Grading		CRN No:	
Tax Compliance Status & PIN	Tax Number		PIN
CSD Registration No.			

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MIDVAAL LOCAL MUNICIPALITY

TENDER NO: 8/2/2/407 (7EP/6EPPE OR HIGHER)

Part T1: Tendering Procedures

MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN  
MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30  
JUNE 2027.

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## MIDVAAL LOCAL MUNICIPALITY



**THE TENDER:**

**PART T1: TENDERING PROCEDURES**

**PART T1: TENDERING PROCEDURES**

**T1.1. Tender Notice and Invitation to Tender**

**8/2/2/407 (7EP/6EPPE OR HIGHER)**

**MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.**

Employer Tender Number: BID 8/2/2/? (7EP/6EPPE or higher)

CIDB Reference Number: 100093506

MIDVAAL LOCAL MUNICIPALITY INVITES TENDERS FOR MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.

It is estimated that tenderers should have a CIDB contractor grading of (7EP or 6EPPE)

Preferences are offered to tenderers who are registered in the selected CIDB grading and who have suitable experience and suitable qualified employees and resources to render the services.

The council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid and not to consider any bid not suitably endorsed or comprehensively completed.

A TENDERER WHO FAILS TO MEET THE PRE-QUALIFYING CRITERIA STIPULATED IN THIS TENDER ADVERT AND DOCUMENT, IS AN UNACCEPTABLE TENDER THAT WILL BE REJECTED

Responsive bids will then be evaluated on 80/20 preference point system as prescribed by the preferential procurement regulations, 2017.

Bids will be evaluated and adjudicated according to the following criteria: relevant specifications and technical proposals, value for money, capability to execute the contract, Midvaal SCM policy, PPPFA, PPPFA regulations and any other relevant legislation, supporting documents where required and local content (if applicable).

Please note:

1. No faxed or e-mailed tenders will be accepted.
2. All tenders must be submitted on the official forms (not to be re-typed). Bids completed in pencil or re-typed will be regarded as invalid bids. Only original signed tender documents will be accepted.
3. Bids must be completed in black ink. No correction fluid will be allowed. All alterations must be crossed out and initialled.
4. Where a compulsory briefing session is required, it is the onus of the bidder to attend and arrive on time. Late arrivals will not be allowed to sign the attendance register and will be deemed to be absent. No bids will be considered from bidders Who did not attend the briefing session.
5. Midvaal local municipality will not accept any bid with missing pages and not fully completed with the required attachments.

Only tenderers who have read and signed the provisions of the rules and specifications which are included in the bid documents are eligible to submit tenders.

The Physical Address for collection of Tender documents is:  
25 MITCHELL STREET  
MEYERTON  
1961

A non-refundable tender deposit of R 595.00 payable by proof of deposit or cash is required on collection of the Tender documents.

**MIDVAAL LOCAL MUNICIPALITY**

**TENDER NO: 8/2/2/407 (7EP/6EPPE OR HIGHER)**

**Part T1: Tendering Procedures**

**MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN  
MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30  
JUNE 2027.**

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A hard copy may be purchased at the Supply Chain Municipal Offices at a non-refundable amount of R 595.00 VAT inclusive, per document, payable at the rates and taxes hall during office hours Monday – Friday, 07:30 – 15:00 or alternatively direct deposits (no cheques accepted) to:

Midvaal Local Municipality  
Bank: Nedbank  
Account Number: 1224797469,  
Branch: Public Sector - Central Gauteng

NB: Please use the bid/tender number as reference and remember to bring proof of payment for collection of bid documents  
Queries relating to the issues of these documents may be addressed to:

Supply Chain Management Unit  
Tel No. 016 360 7400  
Fax No. 016 360 7519  
E-mail. [tenders@midvaal.gov.za](mailto:tenders@midvaal.gov.za)

A compulsory clarification meeting with representatives of the Employer will take place at MIDVAAL ENGINEERING SERVICES (OPPOSITE RANDVAAL CLINIC), 56 Rooibok Street, Highbury Meyerton Meyerton, Coordinates: -26.5147°S 28.0441°E on 24 April 2024 starting at 10h00.

The closing time for receipt of Tenders is 11h00 on Monday, 13 May 2024.

Telephonic, Telegraphic, Telex, Facsimile, Emailed and Late Tenders will not be accepted. Tenders may only be submitted on the tender documentation that is issued.

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

**T1.1.1. MBD 1 - INVITATION TO BID – PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MIDVAAL LOCAL MUNICIPALITY</b>					
BID NUMBER:	8/2/2/407 (7EP/6EPPE or HIGHER)	CLOSING DATE:	Monday, 13 May 2024	CLOSING TIME:	<b>11h00</b>
DESCRIPTION	MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
25 MITCHELL STREET					
MEYERTON					
1961					
<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 ENCLOSE PROOF B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	FINANCE		CONTACT PERSON	ENGINEERING SERVICES: TECHNICAL	
CONTACT PERSON	Financial Services: SCM		TELEPHONE NUMBER	016 360 5813	
TELEPHONE NUMBER	016 360 7453		FACSIMILE NUMBER	016 360 7595	
FACSIMILE NUMBER	016 360 7519		E-MAIL ADDRESS	tenders@midvaal.gov.za	
E-MAIL ADDRESS	tenders@midvaal.gov.za				

**T1.1.2. MBD 1 - TERMS AND CONDITIONS FOR BIDDING – PART B**

<b>1. BID SUBMISSION:</b>	
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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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
<b>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.</b>	

**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: .....

**PART T1: TENDERING PROCEDURES**

**T1.2. Tender Data**

**T1.2.1. Conditions of Tender**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIBD Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960 of 10 July 2015, Board Notice 136 of 2015. (See [www.cidb.org.za](http://www.cidb.org.za)).

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

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

**T1.2.2. Variations to the Standard Conditions of Tender**

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

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender which follows this section (see Annex 1).

**The additional Conditions of Tender are:**

Clause Number	Tender Data
F.1.1	The Employer is, <b>Midvaal Local Municipality</b> represented by the <b>Director: Electrical &amp; Mechanical</b> .
F.1.2	<p>Tender Documents</p> <p><i>Add the following:</i>  The following documents form part of this tender:</p> <p>Government Procurement, General Conditions of Contract.</p> <p>The Tender Document (this document), issued by the Employer comprise of:</p> <p><b>The Tender</b>  <b>Part T1: Tendering Procedures</b>  T1.1 Tender Notice and Invitation to Tender  T1.2 Tender Data</p> <p><b>Part T2: Returnable Documents</b>  T2.1 List of Returnable Documents  T2.2 Returnable Schedules</p> <p>The Contract</p> <p><b>Part C1: Agreement and Contract Data</b>  C1.1 Form of Offer and Acceptance  C1.2 Contract Data  C1.3 Form of Securities</p> <p><b>Part C2: Pricing Data</b>  C2.1 Pricing Instructions  C2.2 Bill of Quantities</p> <p><b>Part C3: Scope of Work</b>  C3. Description of the Works  C3.1 Project Specifications  C3.2 General Specifications</p>



	<p><b>Part C4: Site Information</b>  C4.1 General  C4.2 Employers Health &amp; Safety Specification  C4.3 Employers Environmental Management Plan.  C4.4 Drawings</p>																																				
F.1.3.2	The tender document of the winning tenderer will become the contract document between the Employer and Contractor.																																				
F.1.4	<p>The Employer's agent is:  Contact Person : <b>Director : Electrical and Mechanical</b>  Company Name : <b>Midvaal Local Municipality</b>  Address : <b>25 Mitchell Street</b>  <b>Meyerton</b>  <b>1961</b>  Telephone : <b>(016) 360 7400</b>  Facsimile : <b>(016) 360 7519</b></p>																																				
F.1.5	<p><b>The Employer's right to accept or reject any tender offer:</b>  The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give reasons for such action upon written request to do so.</p>																																				
F.1.6.1	<p><b>Data pertaining to targeted procurement</b>  This tender will be adjudicated and awarded in terms of the Midvaal SCM policy. The complete document can be requested from Midvaal Local Municipality.</p>																																				
F.1.6.3.1	Tenderers shall submit their proposals with costing. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in F.3.11.3 in the Tender Data.																																				
F.2.1	<p><b>Eligibility Criteria and Requirements</b></p> <p><b>CIDB Registration and Grading:</b></p> <ol style="list-style-type: none"> <li>1) Only tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to 7EP/6EPPE or higher determined for the class of construction work, are eligible to submit tenders.</li> <li>2) Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> <li>i. Every member of the joint venture is registered with the CIDB;</li> <li>ii. The lead partner has a contractor grading designation in the 5EP class of construction work; and</li> <li>iii. The combined contractor grading designation calculated in accordance with the CIDB Regulation is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5EP class construction work.</li> </ol> </li> <li>3) Information to be submitted with the tender:  The tenderer shall submit CV's of the management and key staff submitted in this tender document that will be employed to carry out this project, together with satisfactory evidence that such staff members satisfy the eligibility requirements.</li> </ol> <p><b>Basis for CIDB Rating Requirement – CIDB Table 8</b>  A contractor registered in a specific contractor's grading designation indicated in column 1 of the Table below, is considered to be capable of undertaking a contract in the range of values indicated in columns 2 and 3 in the class of construction works to which the category of registration relates to:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>GRADE</th> <th>Current upper limit of tender value</th> <th>Approved Adjustment</th> <th>Applicable Grading</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>R200 000</td> <td>R 500 000,00</td> <td></td> </tr> <tr> <td>2</td> <td>R650 000</td> <td>R 1 000 000,00</td> <td></td> </tr> <tr> <td>3</td> <td>R2 000 000</td> <td>R 3 000 000,00</td> <td></td> </tr> <tr> <td>4</td> <td>R4 000 000</td> <td>R 6 000 000,00</td> <td></td> </tr> <tr> <td>5</td> <td>R6 500 000</td> <td>R 10 000 000,00</td> <td></td> </tr> <tr> <td>6</td> <td>R13 000 000</td> <td>R 20 000 000,00</td> <td></td> </tr> <tr> <td>7</td> <td>R40 000 000</td> <td>R 60 000 000,00</td> <td>X</td> </tr> <tr> <td>8</td> <td>R130 000 000</td> <td>R 200 000 000,00</td> <td></td> </tr> </tbody> </table>	GRADE	Current upper limit of tender value	Approved Adjustment	Applicable Grading	1	R200 000	R 500 000,00		2	R650 000	R 1 000 000,00		3	R2 000 000	R 3 000 000,00		4	R4 000 000	R 6 000 000,00		5	R6 500 000	R 10 000 000,00		6	R13 000 000	R 20 000 000,00		7	R40 000 000	R 60 000 000,00	X	8	R130 000 000	R 200 000 000,00	
GRADE	Current upper limit of tender value	Approved Adjustment	Applicable Grading																																		
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7	R40 000 000	R 60 000 000,00	X																																		
8	R130 000 000	R 200 000 000,00																																			

	9	" No Limit"	N/A	
	Information regarding the CIDB can be obtained from their website: <a href="http://www.cidb.org.za">www.cidb.org.za</a>			
	<p><b>Potentially emerging enterprises</b>  Sub regulation (7A) Government Notice 842 of 29138 published in Government Gazette No. 29138 of 18 August 2006 states that:  (8) Within the framework of a targeted development programme promoted by a client or employer, that client or employer may accept for evaluation tender offers or expressions of interest by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations, one level higher than the contractors registered grading designation if that client or employer-</p> <p>(a) Is satisfied that such a contractor has the potential to develop and qualify to be registered in a higher grade; and  (b) Ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p>			
F.2.7	<p>The arrangements for the compulsory Project Briefing Session are as per the Invitation to Tender.</p> <p>Enquiries may be directed to Supply Chain Management offices. Tel: (016) 360 7400.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>			
F.2.13.	<p>The tenderer must submit one tender offer only in a sealed envelope.  The Employer's address for delivery of tender offers and identification details to be shown on the tenderer's offer package are:  <b>Location of tender box:</b> Reception desk of the Supply Chain Management Unit No 25 Mitchell Street, Meyerton, Gauteng, 1961  <b>Physical Address:</b> No 25 Mitchell Street, Meyerton, Gauteng, 1961.  <b>Identification Details:</b> Tender reference number, Title of Tender  Closing date and time of the tender,  Tenderer's name, his authorised representatives name,  Postal address and telephonic contact numbers</p>			
F.2.13.6	This tender will be submitted as a <b>1 envelope tender document</b>			
F.2.13.10	<b>Additional Clause:</b> All annexures (for the Returnable Schedules) must be submitted in a <b>separately bound document</b> together with the tender document.			
F.2.15.1	<p>Refer to the Invitation to Tender for the closing time for submissions of the tender offers.  No late submissions will be considered.  Telephonic, telegraphic, telex, facsimile or emailed submission offers will not be accepted.</p>			
F.2.16	<p>All Bids shall remain valid for a period of ninety (90) days after the time and date set for the opening of Bids, or until the tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the tenderer may be requested in writing, to extend the validity of this tender for a specific period. The written approval of the tenderer must then be received before the lapsing of the original validity period, in order to remain valid.</p>			
F.2.23	<p>The Tenderer must provide the documents specified following with his submitted bid document.</p> <p>T2.2.1 Record of Addenda to Tender Documents  T2.2.2 Proposed Amendments and Qualifications  T2.2.3 CIDB Requirements  T2.2.4 MDB 4 - Declaration of Interest  T2.2.5 MDB 5 - Declaration for Procurement above R10 million (VAT Included)  T2.2.6 MBD 6.1 - Preferential Procurement Claim Form  T2.2.7 MDB 8 - Declaration of Tenderer's Past Supply Chain Management Practices  T2.2.8 MDB 9 - Certificate of Independent Bid Determination  T2.2.9 Financial Responsiveness  T2.2.10 Dayworks Schedule  T2.2.11 Previous Experience  T2.2.12 Size of Enterprise and Current Workload  T2.2.13 Composition of Tenderer's Company Staffing Profile  T2.2.14 Power of Attorney  T2.2.15 Certificate of Conversance with the Tender Documents  T2.2.16 Certificate of Tenderers Attendance at the Clarification Meeting  T2.2.17 Schedule of Estimated Monthly Expenditure  T2.2.18 Claim Functionality Points</p>			

	<p>T2.2.19 Consent and Acknowledgments in Terms of the Protection of Personal Information Act 2013 (POPI)</p> <p>T2.2.20 Municipal Services, Rates and Taxes Clearance Certificate for Supply Chain Management Purpose.</p> <p>T2.2.21 Midvaal Local Municipality Indemnity.</p> <p>T2.2.22 Certificate of Undertaking</p> <p>T2.2.23 Performance Management System</p>
F.2.23	<p>Failure to submit the required returnable schedules will deem the bid as non-responsive. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.</p>
F.3.4	<p>Opening of tender submissions: Tenders will be opened in public and tender names and total prices, where practical will be read out.</p>
F.3.8	<p>Tenders will be deemed non-responsive if the following conditions are not met:</p> <ul style="list-style-type: none"> <li>• The contractors fail to comply with the pre-qualification criteria for preferential procurement.</li> <li>• The contractors fails to meet the minimum qualifying score for functionality evaluation criteria for a tender</li> <li>• The contractors fails to submit a valid CIDB certificate.</li> <li>• the tenderer has not completed and/or signed the Offer portion of C1.1. Form of Offer and Acceptance;</li> <li>• the tenderer does not comply with the Contractor's CIDB grading designation specified above;</li> <li>• The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request; and</li> <li>• The tenderer has failed to provide sufficient evidence of technical experience, capable staff, plant available for the project in terms of the quality component of the adjudication.</li> </ul>
F.3.11.1	<p>The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preference.</p> <p>Although quality does not determine the award, quality will be evaluated first (as outlined below) and if the tenderer does not meet the minimum quality criteria he/she will be eliminated and the tender will not be evaluated further.</p>
F.3.11.3	<p>Tenders are to be evaluated on the basis of an 80/20 system, 80 points for price and 20 points for attaining Specific Goals.</p> <p>The criteria regarding Functionality are required for responsiveness and therefore eligibility for the next stage of evaluation.</p>
F.3.12.	<p>The contractor is requested to submit proof of insurances.</p>
F.3.13.	<p>Acceptance of Tender Offer</p> <p>a) Add the following: Tender offers will only be accepted if:</p> <p>b) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</p> <p>c) the tenderer is registered with the CIDB with an appropriate category of registration;</p> <p>d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>e) the tenderer has not:</p> <p>f) abused the Employer's Supply Chain Management System; or</p> <p>g) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;</p> <p>h) failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>i) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.</p> <p>j) Is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing.</p> <p>k) There is no conflict of interest which may impact on the Tenderer's ability to perform the Contract in the best interests of the Employer or potentially compromise the tender process.</p> <p><b>Notification of Decision and Appeal Period</b></p> <p>If the Supply Chain Management Tender Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision.</p>

	<p>Section 62 of the Local Government Municipal Systems Act 2000 (No. 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.</p> <p>Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manger. The format of the appeal must:</p> <ul style="list-style-type: none"><li>l) set out the reasons for the appeal;</li><li>m) state in which way the appellant's rights have been affected by the decision;</li><li>n) state the remedy sought, and</li><li>o) be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Tender Adjudication Committee.</li></ul> <p>Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).</p> <p>The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.</p> <p>The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Midvaal Local Municipality's appeals process.</p>
F.3.17	<p>Provide Copies of the Contracts</p> <p>Add the following:</p> <p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>

T1.2.3. Annex 1

**Standard Conditions of Tender**

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

**F.1 General**

**F.1.1 Actions**

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

Note 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

- a) **Conflict of interest** means any situation in which:
  - i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii. an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii. incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

- f) **Functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### **F.1.4 Communication and Employer's Agent**

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

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

**F.1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

**F.1.5.2** The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement Procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **F.1.6.2 Competitive Negotiation Procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

##### **F.1.6.3 Proposal Procedure Using the Two Stage-System**

###### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **F.1.6.3.2 Option 2**

Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

### **F.2 Tenderer's Obligations**

#### **F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### **F.2.2 Cost of Tendering**

**F.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

#### **F.2.3 Check Documents**

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

#### **F.2.4 Confidentiality and Copyright of Documents**

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

#### **F.2.5 Reference Documents**

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

#### **F.2.6 Acknowledge Addenda**

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

#### **F.2.7 Clarification Meeting**

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

#### **F.2.8 Seek Clarification**

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

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the Tender Offer**

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

**F2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

**F.2.11 Alterations to Documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**F.2.12 Alternative Tender Offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**F.2.13 Submitting a Tender Offer**

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

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

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

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked —financial proposall and place the remaining returnable documents in an envelope marked —technical proposall. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.



**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**F.2.14 Information and Data to be Completed in all Respects**

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

**F.2.15 Closing Time**

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

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

**F.2.16 Tender offer Validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

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

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

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

**F.2.17 Clarification of Tender Offer After Submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

**F.2.18 Provide Other Material**

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

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

**F.2.19 Inspections, Tests and Analysis**

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

**F.2.20 Submit Securities, Bonds and Policies**

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

**F.2.21 Check Final Draft**

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

**F.2.22 Return of Other Tender Documents**

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

**F.2.23 Certificates**

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

**F.3 The Employer's Undertakings**

**F.3.1 Respond to Requests from the Tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

**F.3.3 Return Late Tender Offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**F.3.4 Opening of Tender Submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

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**F.3.5 Two-Envelope System**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**F.3.6 Non-Disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**F.3.7 Grounds for Rejection and Disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**F.3.8 Test for Responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**F.3.9 Arithmetical Errors, Omissions and Discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i. line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii. the summation of the prices

**F3.9.2 The employer must correct the arithmetical errors in the following manner:**

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.

- Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

**F.3.10 Clarification of a Tender Offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**F.3.11 Evaluation of Tender Offers**

**F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price.
- 2) Score points for specific goals.
- 3) Add the points scored for price and specific goals.

**F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and specific goals:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

**80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50 MILLION**

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 million (inclusive of all applicable taxes included):

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

Where

P<sub>s</sub> = Points scored for comparative price of tender or offer under consideration;

P<sub>t</sub> = Comparative price of tender or offer under consideration; and

P<sub>min</sub> = Comparative price of lowest acceptable tender or offer.

- 5) The following table must be used to calculate the points out of 20 for Specific Goals:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Local Enterprise	10
B-BBEE	10

- 6) A tenderer must submit proof of its B-BBEE status level of contributor.
- 7) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
  - (a) may only score points out of 80 for price; and
  - (b) scores up to 10 points out of 20 for Specific Goals under Local Enterprise.
- 8) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- 9) The points scored by a tenderer for B-BBEE in terms of subregulation (2) must be added to the points scored for price under subregulation (1).
- 10) The points scored must be rounded off to the nearest two decimal places.
- 11) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9)(a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.

The organs of state may-

- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
  - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
  - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

#### F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

Where

NFO is the number of tender evaluation points awarded for price.

W1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1a	Option 2 a
1	Highest price or discount	$A = \frac{1 + (P - P_m)}{P_m}$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \frac{1 - (P - P_m)}{P_m}$	$A = P_m / P$
<p>a <math>P_m</math> is the comparative offer of the most favourable comparative offer.  <math>P</math> is the comparative offer of the tender offer under consideration.</p>			

**F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F.3.11.9 Scoring functionality**

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_0 / M_s$$

Where:

$S_0$  is the score for quality allocated to the submission under consideration;

$M_s$  is the maximum possible score for quality in respect of a submission; and

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

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**F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**F3.19 Transparency in the procurement process**

**F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

**F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F3.19.4** The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

**F3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

**F3.19.6** Consultative Forum must be an independent structure from the bid committees. **F3.19.7** The information must be published on the employer's website.

**F 3.19.8** Records of such disclosed information must be retained for audit purposes.

**T1.2.4 Additional Conditions of Tender**

The additional conditions of tender are:

**T1.2.4.1 Compliance with Occupational Health and Safety Act 1993,**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with the tender, appended to Schedule B5, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

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

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in this Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract

**T1.2.4.2 Claims Arising after Submission of Tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

**T1.2.4.3 Imbalance in Tendered Rates**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied

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with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

#### **T1.2.4.4 Invalid Tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document;

- a) if the tender is not completed in non-erasable ink;
- b) if the offer has not been signed;
- c) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

#### **T1.2.4.5 Negotiations with Preferred Tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

#### **T1.2.4.6 General Supply Chain Management Conditions Applicable to Tenders**

The successful tenderer will be required to enter into a Performance Management Agreement with the Employer. Tenderers are also required to indemnify the Employer from and against the liabilities stated in this document.

Tenderers are further required to prove that their municipal services, rates and taxes are not more than three months in arrears with the relevant municipality / landlord. Schedule T2.2.20 for Municipal Services, Rates and Taxes Clearance Certificate for Supply Chain Management Purposes must be duly completed.

#### **T1.2.4.7 Combating Abuse of the Supply Chain Management Policy**

Tenderers are required to complete Schedule T2.2.7 MDB 8 - Declaration of Tenderer's Past Supply Chain Management Practices.

#### **T1.2.4.8 UIF Payments**

The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments upon being requested to do so.

#### **T1.2.4.9 Registration with Bargaining Council**

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

#### **T1.2.4.10 Price Variations**

Refer to Clause 17 of the Conditions of Contract to ascertain whether Contract Price Adjustment will apply to this contract.

## MIDVAAL LOCAL MUNICIPALITY



### THE TENDER:

### PART T2: RETURNABLE DOCUMENTS

**PART T2: RETURNABLE DOCUMENTS**

**T2.1 List of Returnable Documents**

It is a condition of tender that the tender must be accompanied with the following documentation.

**T2.1.1 Compulsory Returnables**

**NOTE:**

*Returnables not forming part of the tender document shall be compiled into a separate “returnables” file and submitted as a Volume 2 to the tender document.*

**Table 1: Table of Compulsory Returnables**

NO	RETURNABLES	NOTES	COMPLIANCE (TICK)	
			YES	NO
1	Form of Offer	<ul style="list-style-type: none"> <li>Fully completed and signed in black ink pen.</li> </ul>		
2	COID	<ul style="list-style-type: none"> <li>Proof of compliance with the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (as amended)</li> </ul>		
3	A copy of a CSD summary report <b>OR</b> CSD number.	<ul style="list-style-type: none"> <li>CSD full report or summary report <b>OR</b> CSD number.</li> </ul>		
4	Proof of company registration documents with the Director’s details must be attached.	<ul style="list-style-type: none"> <li>The company registration documents must indicate the company and Director’s details.</li> </ul>		
5	Fully completed MBD forms	<ul style="list-style-type: none"> <li><b>Fully Completed and signed</b>, handwritten and in black ink pen.</li> </ul>		
6	Audited Financial Statements signed by the <b>CA or Auditor &amp; Director of the company</b> (MBD 5 form)	<ul style="list-style-type: none"> <li>If required by law submit audited financial statements for the past 3 years or since the date of establishment if established during the past 3 years.</li> </ul>		
7	Joint Venture Agreement  <b>ALL OF THE DOCUMENTS FROM ROWS 1 TO 6 ABOVE ARE REQUIRED FOR EACH COMPANY IN THE JV AGREEMENT.</b>	<ul style="list-style-type: none"> <li>If applicable submit a complete and signed JV agreement.</li> <li>JV agreement stating who the lead partner is with the shared percentages.</li> <li>Note: JV agreement must be as per CIDB regulation of 2008 regulation 25 (5)(a), (b) and (6)</li> </ul>		
8	In the event of a tenant renting a lease agreement <b>MUST</b> be attached for the <b>COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.</b>	<p>The lease agreement must include the following:</p> <ul style="list-style-type: none"> <li>A valid copy of the lease agreement must be signed by (both Lessor and lessee).</li> </ul>		

NO	RETURNABLES	NOTES	COMPLIANCE (TICK)	
			YES	NO
		<ul style="list-style-type: none"> <li>The lease agreement must indicate dates of commencement and expiry or duration.</li> <li><b>NOTE:</b> The lease agreement for the company must indicate that the premises are for business purpose.</li> <li>In a case where the lease agreement has expired and there is a clause indicating an automatic renewal the original lease agreement and a confirmation letter signed by Lessor must be attached.</li> <li>In the occasion where the lease agreement has expired the original lease agreement <b>AND</b> extension must be attached with commencement and expiry dates or duration.</li> </ul>		
9	Municipal rates and taxes for bidders who are from the rural areas for <b>the COMPANY AND DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.</b>	<ul style="list-style-type: none"> <li>In the event that the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes <b>OR</b> a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.</li> </ul>		
10	BBBEE Certificate or Affidavit	<ul style="list-style-type: none"> <li>Valid SANAS only accredited BBBEE certificate <b>OR</b> valid copy of BBBEE Sworn Affidavit must be attached. <b>(Failure to submit Valid Certificate will result in your bid not being allocated Points for BBBEE).</b></li> </ul>		
11	CIDB Grading	<ul style="list-style-type: none"> <li>Copy of Company CIDB Grading designation 7EP/6EPPE or higher.</li> </ul>		
12	Fully Completed BOQ	<ul style="list-style-type: none"> <li>BoQ completed in handwriting and black ink pen.</li> </ul>		
16	Certificate of Undertaking	<ul style="list-style-type: none"> <li>Certificate of Undertaking to be signed (T2.2.22)</li> </ul>		

Table 2: Specific Goals

GOAL	WEIGHT		REQUIRED PROOF	SUBMITTED (TICK)	
				YES	NO
Local Enterprise (10 Points)	10 Points, if the business operates within the jurisdiction of Midvaal Local Municipality		<ul style="list-style-type: none"> <li>Rates and Taxes statement in the name of the business, or that of its director(s); OR</li> <li>Confirmation of the company's director(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa)</li> </ul>		
	5 Points, if the business operates outside Midvaal but within the Sedibeng District jurisdiction				
	3 Points, if the business operates outside the Sedibeng jurisdiction				
	0 points for non-submission				
B-BBEE Status (10 Points)	Status Contributor	Points	B-BBEE certificate: <ul style="list-style-type: none"> <li>issued by the DTIC (The Department of Trade and Industry and Competition) through CIPC; OR</li> <li>from an accredited institution registered with SANAS; OR</li> </ul> a valid sworn affidavit, as issued by the DTIC		
	1	10			
	2	8			
	3	6			
	4	5			
	5	4			
	6	3			
	7	2			
	8	1			

**NB:** confirmation of the voting district can be obtained from <https://www.elections.org.za/pw/Voter/Voter-Information>  
A screenshot of the confirmation will be sufficient.

**BIDDER'S AUTHORISED SIGNATORY:**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**T2.2 RETURNABLE SCHEDULES**

**T2.2.1 Record of Addenda to Tender Documents**

Any Addenda received by the tenderer should be indicated in this schedule (and attached to this page).

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**T2.2.2 Proposed Amendments and Qualifications**

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

Any and each qualification, which entails an omission from, or alternative to the works shall have the value of such omission or alternative clearly priced. The Employer's Agent may, at his discretion, direct that the works shall be performed as specified, in which case the contract amount shall be adjusted according to the value declared in the associated qualification.

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

Page	Clause or item	Proposal

**If there is insufficient space above, the tenderer may append additional sheets.**

Number of additional sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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**T2.2.3 CIDB Requirements**

In terms of Clause 3 of the Notes on the use of Standardized Procurement Documents for Engineering and Construction Works, October 2005, all Prime or Main Contractors must register with the Construction Industry Development Board (CIDB) according to Act 38 of 2000.

After receipt of an application the CIDB will grade the applicant according to experience in the various sections of works and financial capability.

The CIDB requirements for all contractors tendering on this project are as follows:

1. Tenderers and his subcontractor must be registered with the CIDB in an EP class of construction works.
2. Tenderers must have a CIDB Contractor Grading Designation of 7 EP/6 EPPE or higher. Please note that this tender will not be split and that no portion of the contract may be outsourced unless specified.
3. The tenderer shall submit the company profile and CIDB registration of the proposed sub-contractor for this project.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



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**T2.2.4 MBD 4 – 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 favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
  3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
    - 3.1. Full Name of bidder or his or her representative.....
    - 3.2. Identity Number: .....
    - 3.3. Position occupied in the Company (director, trustee, shareholder<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 / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
    - 3.8. Are you presently in the service of the state?.....YES / NO
      - 3.8.1 If yes, furnish particulars. ....
- <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, principal 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:.....  
 .....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

**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

**T2.2.5 MBD 5 – Declaration for Procurement Above R 10 Million (All Applicable Taxes Included)**

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

- 1. Are you by law required to prepare annual financial statements for auditing? (YES/NO)

- 
- .....
2. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
- .....
3. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?  
**(YES/NO)**
- .....
4. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- .....
5. If yes, provide particulars.....
- .....
6. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?  
**(YES/NO)**
- .....
7. If yes, furnish particulars.....
- .....
8. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?  
**(YES/NO)**
- .....
- .....
9. If yes, furnish particulars.....
- .....

---

CERTIFICATION

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

---

**T2.2.6 MBD 6.1 - Preferential Procurement Claim Form**

**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**

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**1. General Conditions**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of 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.

**1.3 Points for this bid shall be awarded for:**

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

**1.4 To be completed by the organ of state**

The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
PRICE	<b>80</b>
SPECIFIC GOALS	<b>20</b>
Total points for Price and Specific Goals must not exceed	<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**

- 2.1 “**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;

- 2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

- 2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

- 2.4 “**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

- 2.5 “**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 The 80/20 Preference Point Systems**

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

---

80/20

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

- Where
- Ps = Points scored for price of bid under consideration
  - Pt = Price of bid under consideration
  - Pmin = Price of lowest acceptable bid

**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 If it is unclear whether the 80/20 or 90/10 preference point system applies, the following will apply:—
- (a) an invitation for tender for income-generating contracts, either the 80/20 or 90/10 preference point system will apply and the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, either the 80/20 or 90/10 preference point system will apply and 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 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)
Local Enterprise	10
B-BBEE	10

**5. Declaration with regard to Company/Firm**

- 5.1 Name of company/firm
- 5.2 Company registration number
- 5.3 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]

- 5.4 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.
    - f) forward the matter for criminal prosecution.

WITNESSES:

.....  
.....

.....  
SIGNATURE(S) OF BIDDER(S)

DATE: .....

ADDRESS: .....  
.....  
.....

**T2.2.7 MBD 8 – Declaration of Bidder’s Past Supply Chain Management Practices**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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).  <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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, furnish particulars:		
Item	Question	Yes	No
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	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"/>



	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"/>
	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

---

**T2.2.8 MBD 9 - 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 Employers 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 (MBD 9)**

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
1. 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.
2. 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.
3. 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.
4. 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

---

**T2.2.9 Financial Responsiveness**

I / We agree, if required, to furnish audited copies of the required financial statements, together with my / our Director's and Auditor's report, for the current, unaudited financial year, including management statements for each month, for consideration by the Employer.

**T2.2.9.1 Financial Information**

a) Turnover in the last three (3) financial years:

2021 / 2022: .....

2022 / 2023: .....

2023 / 2024: .....

b) Financial Year starts on ..... and ends on .....

c) Average monthly **income** over the last three financial years: .....

d) Average monthly **expenses** over the last three financial years: .....

e) Average monthly **profit** over the last three financial years: .....

f) Average monthly **cash funds** over the last three financial years: .....

g) Value of the **largest completed** project in the last three years (excluding VAT):

R.....

h) **Average** value of projects completed in the last five years (excluding VAT):

R.....

i) Highest (combined) total value of debtors at any given period during the last three financial years:

R.....

j) Lowest (combined) total value of debtors at any given period during the last three financial years:

R.....

k) Debtors at tender closing:

> Current (excl. VAT): .....

> 30 days (excl. VAT): .....

> 60 days (excl. VAT): .....

> 90 days (excl. VAT): .....

In excess of 120 days : .....  
(excl. VAT)

l) Creditors at tender closing:

> Current (excl. VAT): .....

> 30 days (excl. VAT): .....

> 60 days (excl. VAT): .....

> 90 days (excl. VAT): .....

In excess of 120 days : .....  
(excl. VAT)

m) Management statements for all months in the current financial year included: Yes / No  
(delete which is not applicable)

---

Name of accountant : .....  
Qualifications : .....  
Signature : .....  
Date : .....

SIGNED AT .....

ON THIS.....DAY OF .....2021.

ON BEHALF OF .....

.....

SIGNATURE: .....

AS WITNESSES:

1. ....

2. ....

**T2.2.10 Dayworks Schedule**

**T2.2.10.1 Labour**

The dayworks rate for labour shall be the total hourly rate for the use of the labour inclusive of overhead and supervision costs. The time of Gangers or Charge Hands actually working with the gangs may be included in the daywork claim but the time of Foremen and Gangers is not to be included but is to be covered in the tendered rates.

**Table 3: Hourly Rates**

CLASS OF LABOUR	HOURLY RATE FOR		
	NORMAL HOURS	OVERTIME	SUNDAYS
ORHVS Supervisor			
Supervisor			
Artisan			
Semi-skilled			
Labour or unskilled			

**T2.2.10.2 Transport**

Transport cost per km for:

Vehicles less than 1 ton : .....

Vehicles above 1 ton : .....

**T2.2.10.3 List of Construction Equipment**

The Tenderer is requested to indicate what equipment and plant is immediately available, what equipment is ordered but not yet delivered and what equipment will be purchased in the event of this Contract being awarded to the Tenderer.

**EQUIPMENT IMMEDIATELY (WITH HOURLY RATES) AVAILABLE FOR THIS CONTRACT**

**Table 4: Equipment Available**

TYPE OF EQUIPMENT	CONDITION	RATE (R/h)

**EQUIPMENT (WITH HOURLY RATES) ON ORDER WHICH ON DELIVERY WILL BE USED FOR THIS CONTRACT**

**Table 5: Equipment on order**

TYPE OF EQUIPMENT	SUPPLIER	DELIVERY PERIOD	RATE (R/h)

---

--	--	--

**EQUIPMENT (WITH HOURLY RATES) TO BE PURCHASED IF THIS TENDER IS ACCEPTED**

**Table 6: Equipment to be ordered**

TYPE OF EQUIPMENT	SUPPLIER	DELIVERY PERIOD	RATE (R/h)

After the Contract has been awarded the Contractor will have to satisfy the Employer that the above-mentioned equipment, or equivalent, will be on site when required. The Contractor will maintain the equipment in good working order for the full duration of the Contract. The Contractor also undertakes to bring any additional equipment, without additional cost to the Employer, onto the Site when it is in the opinion of the Employer necessary to complete the Contract within the Contract period.

**NOTE:**

*The hourly rates for equipment, must include diesel, operator / driver and all maintenance and transport cost to and from the site.*

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**T2.2.11 Previous Experience**

Bidders to submit both appointment letters and corresponding completion certificates indicating previous experience in the maintenance or construction of HV networks within the last ten years (2014 to date) as per the technical functionality evaluation criteria.



**T2.2.12 Size of Enterprise and Current Workload**

What was your turnover in the previous financial year? R.....

What is the estimated turnover for your current financial year? R.....

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m <sup>2</sup> )

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

Yes  No

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**T2.2.13 Composition of Tenderer’s Company**

**1. General**

State whether the Tenderer is a company, a partnership, a person or a closed corporation.

Company		Partnership		Person		Closed Corporation	
---------	--	-------------	--	--------	--	--------------------	--

**2. Information to be Provided**

**2.1 If the Tenderer is a Company:**

- a) Affix a certified copy of the Certificate of Incorporation to this page.
- b) List the Directors and each Director’s date of appointment:

**Table 7: Directors’ appointment dates**

DIRECTORS	DATE OF APPOINTMENT
1.	
2.	
3.	
4.	
5.	

- a) List the Shareholders and percentage of shareholding:

**Table 8: Shareholders’ percentages**

SHAREHOLDERS	PERCENTAGE OF SHARE HOLDING
1.	
2.	
3.	
4.	
5.	

- d) List all companies of which your Company is a shareholder and percentage shares:

**Table 9: Company shareholding**

COMPANIES	PERCENTAGE SHARES
1.	
2.	
3.	
4.	
5.	

**2.2 If the Tenderer Is a Partnership:**

- a) List the partners and state each partner’s share in the partnership:

**Table 10: Partnership shares**

<b>PARTNER</b>	<b>PARTNER'S SHARE</b>
1.	
2.	
3.	
4.	
5.	

**2.3 If the Tenderer Is a Person:**

- a) Provide the full name and qualifications of the person:

**Table 11: Tenderer qualification**

<b>FULL NAME OF PERSON</b>	<b>QUALIFICATIONS</b>
1.	
2.	
3.	
4.	
5.	

**2.4 If the Tenderer is a Closed Corporation:**

- a) State each member's share in the closed corporation:

**Table 12: Member shares in Close Corporation**

<b>MEMBER</b>	<b>MEMBER'S SHARE</b>
1.	
2.	
3.	
4.	
5.	

- b) It shall be expected from the above members of the closed corporation in Clause 10.2.4.a) hereof to be responsible in their personal capacity for any transaction relating to this project.

3. Schedule of Subcontractors:

Table 13: Complete Schedule of Sub-contractors

Name of Sub-contractor	Proposed Duties	% of Overall Scope	Experience (Years)
1.			
2.			
3.			
4.			
5.			
6.			
7.			

TOTAL PERCENTAGE SUB-CONTRACTING: .....%

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**T2.2.14 Power of Attorney**

RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF:

.....  
.....

AT ..... ON THE ..... DAY OF ..... 20.....

RESOLVED

THAT .....

IN THE CAPACITY OF .....

is hereby authorised and empowered to sign the Tender and Contract Documents on behalf of

the Company ..... for the supply, delivery, erection and testing  
of all Works covered in the attached document.

SIGNATURE: 1. ....

2. ....

CERTIFIED A TRUE COPY: .....

**T2.2.15 Certificate of Conversance with the Tender Documents**

I / We, the undersigned ..... hereby certify that I / We am / are fully conversant with the General and Special Conditions of Contract, Conditions of Tender, Specifications, Schedules of Quantities and Drawings.

I / We declare that I / We am / are satisfied with the description of the work and the explanations furnished by the Employer, and that I / We fully understand the nature and extent of the work required to be executed, as specified and according to the intent of the Contract.

I / We declare that all the equipment offered in my / our tender comply to the Specifications of these Tender Documents and that the relevant Data Sheets have been completed correctly and in full.

I / We have ascertained all factors which may have a bearing on the execution of the works and the costs thereof.

SIGNED AT ..... ON BEHALF OF THE FIRM .....

ON THIS ..... DAY OF ..... 20.....

SIGNATURE .....

CAPACITY .....

**T2.2.16 Certificate of Tenderers Attendance at the Clarification Meeting**

This is to certify that I, (*name in print*).....,  
representative of (Tenderer).....

.....  
of (address).....  
.....  
.....

Telephone number .....

Fax number .....

visited and inspected the Site / Attended Clarification Meeting on (date) .....

in the company of (Employer's Agent/Employer's Agent's Representative)

.....

SIGNATURE OF TENDERER'S REPRESENTATIVE: .....

**T2.2.17 Schedule of Estimated Monthly Expenditure**

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below. **The total of the monthly amounts shall be equal to the tender sum.**

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
SUBTOTAL	R
VAT (15%)	R
<b>TOTAL (INCLUDING VAT @ 15%)</b>	<b>R</b>

**Declaration**

I/we ..... Declare that the above information provided is correct.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**T2.2.18 Claim Functionality Points**

For the first round the functionality of the tender will be technically evaluated as envisaged below and in order to qualify for the second round of evaluation the tenders must score a total of 70 points to proceed with the next stage of the evaluation.

**Table 14: Technical Functionality**

Functionality	Minimum Required Points	Maximum Points
Company Experience	30	40
Capacity and Resources	40	60
<b>Total</b>	<b>70</b>	<b>100</b>

**Table 15: Technical Functionality Point Allocation**

<b>COMPANY EXPERIENCE</b>		
Minimum points required for this sub-category are 30 points.		
Bidders to submit <b>both appointment letters and corresponding completion certificates</b> indicating previous experience in the maintenance or construction of HV networks within the last 10 years. (2014 to date).	3 or more completed projects : 40 points	Max. 40 points
	2 x completed projects : 30 points	
	1 x completed projects : 20 points	
	No submission: 0 points <i>Note: Failure to submit compulsory information will result in 0 points</i>	
<p><i>Note: High Voltage (HV) : 44 kV to 132 kV</i>  <i>Medium Voltage (MV) : 3.3 kV to 33 kV</i>  <i>Low Voltage (LV) : ≤ 1000 V</i></p> <p><i>Various completion certificates for one appointment letter will be considered as only one project.</i></p>		
<b>CAPACITY AND RESOURCES</b>		
Minimum points required for each sub-category are 20 points.		
<b>ORHVS Qualified Site Supervisor:</b> Site supervisor with a National Diploma or higher in Electrical Engineering. Attached Qualification, CV and ORHVS Certification. CV to indicate years of experience in the maintenance or construction of HV networks. ORHVS Certification (Responsible Person).	2 x ORHVS Site Supervisor: Qualification & CV indicating 4 years or more experience: 30 points	Max. 30 points
	2 x ORHVS Site Supervisor: Qualification & CV indicating between 3 and less than 4 years experience: 25 points	
	2 x ORHVS Site Supervisor: Qualification & CV indicating between 2 and less than 3 years experience: 20 points	
	1 x ORHVS Site Supervisor: Qualification & CV indicating 4 years or more experience: 15 points	
	1 x ORHVS Site Supervisor: Qualification & CV indicating between 3 and less than 4 years experience: 10 points	
	1 x ORHVS Site Supervisor: Qualification & CV indicating between 2 and less than 3 years experience: 5 points	
	No submission of qualification and/or less than 2 years experience: 0 points	

<b>Artisan:</b> Electrician with a Trade Test Certificate. Attached Trade Test Certificate and CV. CV to indicate years of experience in the maintenance or construction of HV networks.	4 x Artisans: Trade Test Certificate & CV indicating 4 years or more experience: 30 points	Max. 30 points
	4 x Artisans: Trade Test Certificate & CV indicating between 3 and less than 4 years experience: 25 points	
	4 x Artisans: Trade Test Certificate & CV indicating between 2 and less than 3 years experience: 20 points	
	2 x Artisans: Trade Test Certificate & CV indicating 4 years or more experience: 15 points	
	2 x Artisans: Trade Test Certificate & CV indicating between 3 and less than 4 years experience: 10 points	
	2 x Artisans: Trade Test Certificate & CV indicating between 2 and less than 3 years experience: 5 points	
	No submission of Trade Test Certificate and/or less than 2 years experience: 0 points	

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

---

**T2.2.19 Consent and Acknowledgments in Terms of the Protection of Personal Information Act 2013 (POPI)**

This section sets out how personal information will be collected, used and protected by MLM, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual communicating with MLM and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

**1. What is personal information?**

The personal information that MLM requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

**2. What is the purpose of the collection, use and disclosure (the processing) of personal information?**

MLM is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting MLM initiatives to the Gauteng Provincial Treasury and Sedibeng District Municipality;
- reporting to National Treasury all contracts awarded ;
- obtaining information related to Tax Compliance information from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

**3. How will MLM process personal information?**

MLM will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to MLM;
- from MLM's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

**4. To whom will personal information be disclosed?**

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of MLM's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

**5. Consent and Permission to process personal information:**

I hereby agree with the policy and provide authorisation to MLM to process the personal information provided for the purpose stated.

- I understand that withholding of or failure to disclose personal information will result in MLM being unable to perform its functions and/or any services or benefits I may require from MLM.

- Where I shared personal information of individuals other than myself with MLM I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold MLM not responsible in respect of any claims by any other person on whose behalf I have consented, against MLM should they claim that I was not so authorised.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold MLM responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

**6. Rights regarding the processing of personal information:**

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide MLM with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if MLM agrees to same in writing. MLM specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the Information Officer at [Johannesm@midvaal.gov.za](mailto:Johannesm@midvaal.gov.za)
- A copy of the full MLM policy is available at our offices, situated at Head Office, 25 Mitchell Street, Meyerton, 1961, South Africa.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify MLM so that our records may be updated. MLM will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual have the right to access their personal information that MLM may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
  - the information comes under legal privilege in the course of litigation,
  - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
  - giving access may cause a third party to refuse to provide similar information to MLM,
  - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
  - the information as it is disclosed may result in the disclosure of another person's information,
  - the information contains an opinion about another person and that person has not consented, and/or
  - the disclosure is prohibited by law.

**7. Requesting access and lodging of complaints:**

- Please submit any requests for access to personal information in writing to MLM's information officer at [Johannesm@midvaal.gov.za](mailto:Johannesm@midvaal.gov.za)
- With any request for access to personal information, MLM will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**T2.2.20 Municipal Services, Rates and Taxes Clearance Certificate for Supply Chain Management Purpose**

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

**Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a duly signed lease agreement:**

<b>(TO BE COMPLETED BY THE LANDLORD)</b>		
Name of the Landlord:		
Property Physical Address:		
<b>Please tick below</b>	<b>Yes</b>	<b>No</b>
Rental: _____ in arrears for more than 3 months	<input type="checkbox"/>	<input type="checkbox"/>
Municipal services: _____ in arrears for more than 3 months	<input type="checkbox"/>	<input type="checkbox"/>
Landlord Signature:		
Date: _____		
Landlord's business stamp here (where applicable)		

**MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE, OR LEASE AGREEMENT MUST BE ATTACHED BEHIND THIS PAGE.**

---

**T2.2.21 Midvaal Local Municipality Indemnity**

1. The Contractor hereby agrees to indemnify, hold harmless and defend Midvaal Local Municipality and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:
  - 1.1 Any liability with regard to claims by governmental authorities or others for non-compliance by Contractor of any Act of Parliament, law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.
  - 1.2 Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Contractor or its Subcontractors, or of their employees.
  - 1.3 Any liability arising from loss or damage to Contractor and/or Subcontractor's equipment and their other property on site.
  - 1.4 Any liability arising from claims with regard to the death of/or injury or sickness or disease to Contractor' employees or the death of/or injury or sickness or disease to third parties.
  - 1.5 Any liability arising from any loss of/or damage to property belonging to a third party.
  - 1.6 Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know- how in respect of the work designed by/or under the responsibility of the Contractor.
  - 1.7 Any liability arising from the death or injury or loss or damage to property of third parties or Midvaal Local Municipality's property as a result of the negligent acts or omissions of contractors or its subcontractor's employees.
  - 1.8 Contractor shall indemnify Midvaal Local Municipality against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

I, ..... the undersigned (duly authorised to sign) hereby declare that I have read and understood the abovementioned and agree to all the above.

**BIDDER'S AUTHORISED SIGNATORY:**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**T2.2.22 Certificate of Undertaking**

I, the undersigned, in submitting the accompanying bid:

**BID NO: 8/2/2/407 (7EP/6EPPE OR HIGHER): MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.**

response to the invitation for the bid made by:

Midvaal Local Municipality, 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 will ensure that all plant and equipment indicated in the table below will be made available by myself (the bidder) upon award of contract for the entire duration of the contract as and when required for the purpose of executing the works. In the event of not owning the plant and / or equipment I will lease the required plant and equipment for use on an as and when required basis.

Description
Cherry Picker
8-ton Crane Truck
Running blocks
10t Crimper
Primary Injection Test Set
Secondary Injection Test Set
Earth Resistivity and Earth Resistance Tester

2. It is my (the bidder) responsibility to ensure that all plant and equipment available will be in good working condition and will not be older than 15 years (2009).

3. All rates must include 15% VAT.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**T2.2.23 Performance Management System**

The Municipal Finance Management Act (No. 56 of 2003) Section 116 (2) (d) determines that a Municipality must enter into a Performance Management System (PMS) with all service providers.

<b>CONTRACT</b>	<b>MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.</b>	
<b>BIDDER</b>		
<b>TERM OF CONTRACT</b>	From 1 July 2024 until 30 June 2027	<b>TENDER NUMBER: 8/2/2/407 (7EP/6EPPE or higher)</b>
<b>PERIOD OF ASSESSMENT</b>		<b>RESPONSIBLE OFFICIALS: Director: Electrical and Mechanical</b>

<b>KEY PERFORMANCE AREA</b>	<b>KEY PERFORMANCE INDICATOR</b>	<b>RESPONSIBLE PERSON &amp; TARGET DATE</b>	<b>OUTCOME OF PERFORMANCE ASSESSMENT</b>	<b>RECTIFICATION MEASURES TO BE IMPLEMENTED IN THE CASE OF REPORTED DEVIATIONS</b>	<b>AGREED RECTIFICATION MEASURES TO COMPLY</b>
<b>KEY DELIVERABLES AS PER TENDER SPECIFICATIONS</b>					
<b>Project Initiation</b>	Scheduled vs actual date	Contractor	Complaint / Non-Compliant		
<b>Quality Assurance</b>	Inspection reports	Contractor	Complaint / Non-Compliant		
<b>Occupational Health and Safety</b>	Scheduled Meetings	Contractor	Complaint / Non-Compliant		
<b>Compliance</b>	SANS 1200	Contractor	Complaint / Non-Compliant		
<b>Adherence to set Milestones</b>	Gant Chart	Contractor	Complaint / Non-Compliant		
<b>Local Support and Training</b>	Value	Contractor	Complaint / Non-Compliant		
<b>Project Initiation</b>	Scheduled vs actual date	Contractor	Complaint / Non-Compliant		



MIDVAAL LOCAL MUNICIPALITY  
TENDER NO: 8/2/2/407 (7EP/6EPPE OR HIGHER)

Part T2: Returnable Documents

MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN  
REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.

---

Accepted and agreed upon:

\_\_\_\_\_  
ON BEHALF OF CONTRACTOR

\_\_\_\_\_  
ON BEHALF OF MIDVAAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## MIDVAAL LOCAL MUNICIPALITY



### THE CONTRACT:

### PART C1: AGREEMENTS AND CONTRACT DATA

**PART C1: AGREEMENTS AND CONTRACT DATA**

**C1.1 Form of Offer and Acceptance**

**C1.1.1 Form of Offer**

(Note: The Appendix, Annexures & Reports Form Part of the Tender)

**THIS FORM MUST BE FILLED IN BY THE TENDERER AND MUST BE SIGNED AT TIME OF SUBMISSION OF THE TENDER**

The Employer identified in the Acceptance signature block has solicited offers to enter into a contract for:

Tender No : 8/2/2/? (7EP/6PPE OR HIGHER)

Description of Works : **MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.**

The Tenderer, identified in the Offer signature block, has examined the General and the Special Conditions of Contract, Specifications, Drawings, and Schedule of Quantities for the works: **MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.** I/We offer to construct, complete and remedy any defects in the said Works in conformity with the General and the Special Conditions of Contract, Specifications, Drawings and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

Description	Tendered Amount (Excl. VAT)	VAT @ 15%	Tendered Amount (Incl. VAT)
<b>MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.</b>			

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

or such other sum as may be ascertained in accordance with the terms of the contract.

Our proposed maintenance period as from site handover is:

Description	Maintenance Period (from 1 July 2024 until 30 June 2027)
<b>MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027</b>	3 years

My/Our offer/s remains binding upon me and open for acceptance by the Employer/client during the validity period (90 days) indicated and calculated from the closing time of tender.

1. I/We confirm that we have satisfied ourselves as to the correctness and validity of my tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover

**MIDVAAL LOCAL MUNICIPALITY**

**TENDER NO: 8/2/2/407 (7EP/6EPPE OR HIGHER)**

**Part C1: Agreements and Contract Data**

**MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.**

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all my obligations and I/We accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/We/we agree to their being corrected by you or by the Employer's Agent acting on your behalf, the rates being taken as correct and the tender amount be adjusted accordingly.

2. I/We confirm that Escalation will be applicable on labour on this contract and will be calculated as per Contract Data & Government Procurement, General Conditions of Contract.
3. I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract. I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix adjusted in terms of the Contract.
4. The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.
5. Unless and until a formal agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves or the Employer's Agent acting on your behalf, shall constitute a binding Contract between us.
6. I/We\* understand that you are not bound to accept the lowest or any tender you may receive.
7. I/We\* confirms that he/she is aware of the suspense condition that the tender amount as mentioned in the tender document is subject to availability of funds to cover the total envisaged expenditure for the tender in question and
8. I/We\* further confirms that Midvaal Local Municipality has the right to cancel the tender prior to award if the funds necessary to cover the total envisaged expenditure of the tender are not available for the current financial year; Midvaal Municipality has the right to reduce the Scope of Work after award and prior to commencement to comply with the available budget
9. I/We declare that I/We have no participation in any collusive practices with any tenderer or any other person regarding this or any other tender.
10. I/We, declare that we fully and unconditionally accept the full authority of the Employer's Agent as the representative of the client on site and understand that any communications to the Municipality can only be done through the Employer's Agent, unless, otherwise instructed / authorized by the Employer's Agent. Any disputes between myself, the contractor, and the Employer's Agent will be dealt with by the project manager of the municipality working on the particular project.
11. I/We confirm that I/We am duly authorized to sign this contract.

Name (Print) .....

Capacity .....

Signature .....

Name of Company .....

Date .....

<b>WITNESSES</b>
1. ..... ..... ~

**C1.1.2 Form of Acceptance**

**(To be completed by the Client – Midvaal Local Municipality on Tender Award)**

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

1. We in our capacities as:

<u>Department</u>	<u>Name</u>	<u>Signature</u>
.....	.....	.....

accept your tender under reference number: **8/2/2/407 (7EP/6EPPE OR HIGHER), MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.**

indicated hereunder and/or further specified in the SCHEDULE(s).

2. An official order/ Letter of Appointment indicating delivery instructions are forthcoming.
3. I undertake to make payment for the goods/works delivered/constructed in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the Payment Certificate.

Description	Contract Value (Incl. VAT) (Arithmetically Correct Tender Amount)	Construction Period (from 1 July 2024 until 30 June 2027)
<b>MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.</b>		3 years

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

The terms of the contract are contained in:

- Part C1: Agreements and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of Work
- Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Documents as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

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

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

**C1.1.3 Schedule of Deviations**

**Notes:**

1. 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 Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subjects of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process from offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change of 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 .....

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

By the duly authorised representatives signing this agreement, 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 returnable schedules, as well as any confirmation, clarification or changes 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 other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt 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(s)**  
.....

Name(s)

Capacity

Name and  
Signature of  
Witness

.....  
.....  
.....  
.....  
.....  
(name and address of organisation)

Date:.....

**For the Employer:**

Signature(s)

Name(s)

Capacity

Name and  
Signature of  
Witness

.....  
.....  
.....  
.....  
.....  
(name and address of organisation)

Date:.....

---



**C1.2 Contract Data**

**C1.2.1 Part 1: Contract Data**

The Conditions of Contract are the Government Procurement, General Conditions of Contract, July 2010. Copies of these conditions of contract may be obtained from the National Treasury.

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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13. Incidental services
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15. Warranty
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

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

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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



analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or 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 in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 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 (or bid rigging).
- 34.2 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 the Competition Act No. 89 of 1998.

- 34.3 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.



**C1.2.2 Part 2: Special Condition of Contract**

The Conditions of Contract are the Government Procurement, General Conditions of Contract, July 2010. Copies of these conditions of contract may be obtained from the National Treasury.

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

REFERENCE TO:	CLAUSE	DATA
Supplier		The term Supplier in the Government Procurement, General Conditions of Contract is amended to read as Contractor.
Contract Price	1.3	Amend Subclause 1.3 as follows: "Contract Sum" means the price tendered by the supplier and accepted by Midvaal Local Municipality under the contract for the full and proper performance of his contractual obligations.
Project Site	1.20	The sites fall within the jurisdiction of Midvaal Local Municipality and can be summarised as follows: <ul style="list-style-type: none"> <li>• 20 MVA, 88/11 kV Eyestone Substation. The substation co-ordinate is 26° 23' 8.42" and E28° 01' 24.51".</li> <li>• 60 MVA, 88/11 kV Graceview Substation. The substation co-ordinate is S26° 25' 39.55" and E28° 03' 45.22".</li> <li>• 20 MVA, 88/11 kV Risiville Substation. The substation co-ordinate is S26° 38' 56.90" and E27° 59' 33.45".</li> <li>• 60 MVA, 11 kV Meyerton Munic (M1) Substation. The substation co-ordinate is S26° 34' 03.25" and E28° 00' 15.94".</li> <li>• 40 MVA 88/11 kV Sicelo Substation. The substation co-ordinate is S26° 32' 21.55" and E27° 59' 56.11".</li> </ul>
Purchaser	1.21	The term Purchaser in the Government Procurement, General Conditions of Contract is amended to read as Employer.  The name of the Employer is <b>Midvaal Local Municipality</b> .
General	3	Add the following Subclause after Subclause 3.2:  3.3 All costs in complying with the provisions of complying with the Conditions of Contract shall be allowed for in the rates tendered
Patent Rights	6	Add the following Subclause after Subclause 6.1:  6.2 The copyright in all documents, drawings and records related to the purpose and scope of the Contract or related in any other manner to the Works, shall vest in the Employer and the Supplier shall not furnish any information in connection with the Contract to anybody without the approval of the Employer.
Performance Security	7.1	The Performance Security amount shall be equal to 10 % of the annual value of the contractor.
	7.3 (a)	Amend Subclause 7.3 (a) as follows: a guarantee or an irrevocable letter of credit issued by a accredited FICA/NCR Institution located in the Employer's country, acceptable to the Employer, in the form provided in the bidding documents or another form acceptable to the Employer; or
Delivery and documents	10.1	The works will be executed over a period of three (3) years.
	10.2	The Supplier shall provide a comprehensive Quality Control Plan for each activity executed under the Contract.

REFERENCE TO:	CLAUSE	DATA
Supplier		The term Supplier in the Government Procurement, General Conditions of Contract is amended to read as Contractor.
Insurance	11	<p>11.1 Adequate insurance of the works in the joint names of the Employer and Supplier of the annual contract sum plus 15 %.</p> <p>Add the following Subclauses after Subclause 11.1:</p> <p>11.2 Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993, with a permitted deductible limit of R 20 000.00 per event.</p> <p>11.3 Insurance required against liability for fitness for purpose, with a permitted deductible limit of R 20 000.00 per event.</p> <p>11.4 Insurance required for injury to persons and damage to property with a minimum amount of R 5 000 000.00 per event and with a permitted deductible limit of R 20 000.00 per event.</p>
Incidental services	13	The Employer shall issue a written instruction to the Supplier for any required incidental services.
Spare parts	14	The Employer shall issue a written instruction to the Supplier for any required spare parts.
Warranty	15.4	Upon receipt of a defective good or part thereof notice, the Supplier shall replace the defective goods or part thereof within thirty (30) days of the notice or as mutually agreed between the Employer and Supplier for long lead materias.
	15.6	<p>Add the following Subclause after Subclause 15.5:</p> <p>15.6 The latent defects liability for the works shall be 5 years.</p>
Payment	16.1	The Contractor shall submit a statement and progress report to the Director: Electrical and Mechanical on the 20 <sup>th</sup> of each month accompanying his claim fro payment.
	16.3	Subclause 16.3 is amended as follows: Payments shall be made promptly by the Employer, within thirty but in no case later than thirty (30) days after the Director: Electrical and Mechanical approves the invoice of the supplier.
	16.4	All payments shall be in South African Rand

REFERENCE TO:	CLAUSE	DATA
Supplier		The term Supplier in the Government Procurement, General Conditions of Contract is amended to read as Contractor.
Prices	17	<p><i>Add the following to Subclause after 17.1:</i></p> <p>17.2 The contract price is fixed and firm for the first year of the contract. Contract Price Adjustment shall only be applicable for the second and third year of the contract.</p> <p>For Contract Price Adjustment these conditions shall apply:</p> <ol style="list-style-type: none"> <li>No CPA claims will be accepted which are submitted later than 60 days from the date of the Payment Certification of the applicable equipment.</li> <li>CPA claims submitted on the basis of one or more provisional indices, shall be treated as final claims.</li> <li>If the Tenderer wishes to base his tender on values of x, a and b, different to those specified above, he shall state the relevant figures separately. The effect of the figures so tendered shall be calculated on the basis of the tender amount and shall be considered when appointing a Contractor.</li> </ol> <p>If the project is phased fluctuation in cost of all labour for subsequent phases shall be calculated in accordance with the following formula:</p> $F = (1 - x) \left[ a1 \left( \frac{Lt1}{Lo1} \right) + a2 \left( \frac{Lt2}{Lo2} \right) - 1 \right]$ <p>where</p> <p>x = 10 % Fixed Portion.</p> <p>a1 = 80 % Table C3(A): Actual Labour Cost (All Hourly Paid Employees).</p> <p>Lo1 = SEIFSA Index of Actual Labour Cost (All Hourly Paid Employees) as ruling at date of Tender.</p> <p>Lt1 = SEIFSA Index of Actual Labour Cost (All Hourly Paid Employees) as ruling for month during which work was performed.</p> <p>a2 = 10 % Table D: CPI (Consumer Price Index).</p> <p>Lo2 = Statistics SA Consumer Price Index as ruling at date of Tender.</p> <p>Lt2 = Statistics SA Consumer Price Index as ruling for month during which work was performed.</p>
Subcontracts	20.1	The supplier shall not subcontract any part of the Scope of Works to any third party.
Penalties	22.1	The delay damages payable for each day of delay shall be 0.5 % of the Contract price per day.

REFERENCE TO:	CLAUSE	DATA								
Supplier		The term Supplier in the Government Procurement, General Conditions of Contract is amended to read as Contractor.								
Termination for default	23.1	<p><i>Add the following Subclauses to 23.1:</i></p> <p>(d) The Contractor fails to provide the required Guarantee and insurances within the prescribed time.</p> <p>(e) The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.</p> <p>(f) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.</p>								
Settlement of Disputes	27.4	<p>Mediation resolution shall be by ad-hoc adjudication.</p> <p>Adjudication, Arbitration and the Court will be acceptable mediation resolution mechanisms</p>								
Applicable Law	30	<p>Add the following Subclauses after Subclause 30.1:</p> <p>30.2 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.</p> <p>30.3 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).</p>								
Notice	31.1	The address of the Employer for notices is:								
		<table border="0"> <tr> <td>Address (physical):</td> <td><b>No 25 Mitchell Street, Meyerton, Gauteng, 1961</b></td> </tr> <tr> <td>Address (postal):</td> <td><b>PO Box 9, Meyerton, Gauteng, 1960</b></td> </tr> <tr> <td>Telephone:</td> <td><b>016 360 7400</b></td> </tr> <tr> <td>Facsimile:</td> <td><b>016 360 7519</b></td> </tr> </table>	Address (physical):	<b>No 25 Mitchell Street, Meyerton, Gauteng, 1961</b>	Address (postal):	<b>PO Box 9, Meyerton, Gauteng, 1960</b>	Telephone:	<b>016 360 7400</b>	Facsimile:	<b>016 360 7519</b>
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Address (postal):	<b>PO Box 9, Meyerton, Gauteng, 1960</b>									
Telephone:	<b>016 360 7400</b>									
Facsimile:	<b>016 360 7519</b>									
	31.1	<p>The address of the Supplier:</p> <p>Name:</p> <p>Address:</p> <p>Contact:</p>								
	31.2	All notices shall be issued to the relevant party within 28 days of the date of becoming are of the event.								

REFERENCE TO:	CLAUSE	DATA
Supplier		The term Supplier in the Government Procurement, General Conditions of Contract is amended to read as Contractor.
Commencement Date	1.26	Add the following Subclause after Subclause 1.25:  1.26 "Commencement Date" means the date of receipt by the Supplier of the signed contract and/or letter of appointment.
Commencement Date	35	Add the following new Subclause 35:  The commencement shall be as stated in the appointment letter.  The Employer shall give at least 14 days' notice to the Supplier stating the commencement date. The commencement date shall be no more than 42 days after the Supplier receives the appointment.  The Supplier shall commence the execution of the Works on, or as soon as is reasonably practicable, after the commencement date and shall then proceed with the Works with due expedition and without delay.  The Supplier shall submit the following documentation with 28 days of the commencement date: <ul style="list-style-type: none"> <li>• Health and Safety File.</li> <li>• Quality Assurance Documentaiton.</li> <li>• Proof of relevant insurances.</li> <li>• Performance Security.</li> </ul>
Access to the Site	36	Add the following new Subclause 36:  The Supplier will not have full and unimpeded access to the substation site. The Supplier shall make the necessary arrangements to obtain the relevant permits from the Electrical Department before work commences in the substation.

I/we declare that I/we completely waiver our right of Lien and that no property what so ever will be taken ownership off. The site and all applicable materials paid for in full, remain unconditionally the property of the municipality and I/we have at no Phase took ownership of such site and materials

*\*If the time of completion is not stated the Contractor should fill in.*

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

### **C1.3 Forms of Securities**

Forms for completion by the contractor

**The following forms are to be completed by the Contractor after the tender has been awarded to the successful tenderer.**

- C1.3.1 Form of Guarantee
- C1.3.2 Written Agreement on Occupational Health and Safety
- C1.3.3 Written Agreement on Environmental Management

The forms will be completed by the Contractor who will be instructed to do so in the Form of Acceptance. The completed forms will become part of the Contract.

The Form of Guarantee is a pro forma document. The Contractor will provide an original document, from a financial institution, with the same text within the same time stated in the Contract Data. Only a bank or approved insurance company or guarantee corporation is acceptable as guarantor.

**C1.3.1 Form of Guarantee**

**Pro-Forma Performance Guarantee**

For use with the General Condition of Contract for Construction Works, Second Edition, 2015.

**Guarantee Details and Definitions**

“Guarantor” means: .....

Physical address: .....

“Employer” means: **Midvaal Local Municipality**

“Contractor” means: .....

“Employer’s Agent means. ....

“Works” means: .....

“Site” means: .....

“Contract means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Pirce” means: The accepted amount inclusive of tax of R.....

Amount in words: .....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words: .....

“Expiry Date” means: .....

**Contract Details**

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

**Performance Guarantee**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the Date of issue by the Employer’s Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Surety ship;
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer’s Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2. A first written demand issued by the Employer to the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
    - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
    - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
    - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
  6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
  7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund this Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall interest at the prime overdraft of the Employer's back compounded monthly calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
  8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first demand to the Guarantor.
  9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
  10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantee shall not have the right to claim his release from the Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
  11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in the connection herewith.
  12. This performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
  13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
  14. Where this Performance Guarantee is issued in the republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act no 32 of 1944, as amended, to the jurisdiction of the Magistrate's court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.
  15. Our total liability hereunder shall not exceed the sum of .....  
.....(R.....).
  16. We hereby choose domicilium citandi et executandi for all purposes arising hereof at .....  
.....
- IN WITNESS WHEREOF this guarantee has been executed by us at ..... on this  
..... day of ..... 20.....
- Signed at: ..... Date: .....
- Guarantor's Signatory (1): .....
- Capacity: .....
- Guarantor's Signatory (2): .....
- Capacity: .....
-



**C1.3.2 Occupational Health and Safety Agreement**

**AGREEMENT MADE AND ENTERED INTO BETWEEN MIDVAAL LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND**

.....  
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, .....,  
representing

....., as an Employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.



**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**  
Regulation 3 of the Construction Regulations, 2003

**NOTIFICATION OF CONSTRUCTION WORK**

- 
- 1.(a) Name and postal address of principal contractor: .....
  - .....
  - (b) Name and tel. no of principal contractor's contact person: .....
  - .....
  - (c) Principal contractor's compensation registration number: .....
  - 2.(a) Name and postal address of client: .....
  - .....
  - (b) Name and tel no of client's contact person or agent: .....
  - .....
  - 3.(a) Name and postal address of designer(s) for the project: .....
  - .....
  - (b) Name and tel. no of designer(s) contact person: .....
  - .....
  - 4.(a) Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1).  
.....
  - (b) Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).  
.....
  5. Exact physical address of the construction site or site office:  
.....
  6. Nature of the construction work:  
.....
  7. Expected commencement date: .....
  8. Expected completion date: .....
  9. Estimated maximum number of persons on the construction site. ....
  10. Planned number of contractors on the construction site accountable to principal contractor:  
.....
  11. Name(s) of contractors already chosen.  
.....  
.....  
.....
-

.....	.....
Principal Contractor	Date
.....	.....
Client	Date

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

**ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK

**C1.3.3 Agreement to Accept the Conditions of the Environmental Management Plan**

Whereas ..... (the Contractor)

\*Company Registration No: .....

Address: .....

a \* Company incorporated with limited liability according to the company laws of the Republic of South Africa, \*Partnership, \*Close Corporation, \* Public Company (hereinafter called the contractor), represented herein by ..... in his capacity as ..... duly authorized hereto by a articles of association, resolution, power of attorney, or otherwise as duly signed and declared in Form F.2 of this document.

Do hereby agree that the following arrangements and procedures shall apply to the abovementioned Contractor to ensure compliance with the provisions of the Environmental Management Plan (EMP), namely:

- a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the EMP, the regulations and conditions in terms of the EMP.
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the EMP and the instructions of the duly authorized Environmental Officer, enforcing the conditions of the EMP, will be fully complied with.
- c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the EMP and expressly absolves the Dept. of Housing from itself being obliged to comply with any of the foresaid duties, obligations and prohibitions.
- d) The Contractor shall be obliged to report forthwith in writing to the Employer's Agent full Details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the EMP, pursuant to work performed in terms of this Contract.

.....  
**For The Contractor**

.....  
**Date**

**Witnesses** 1. ....

2. ....

## MIDVAAL LOCAL MUNICIPALITY



**THE CONTRACT:**

**PART C2: PRICING DATA**

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## PART C2: PRICING DATA

### C2.1 Pricing Instructions

1. The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings (if any) are to be read in conjunction with the schedule of quantities.
- 1.1. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Schedule of Quantities (SQ) with the letters LI in a separate column filled in against every item so designated. The works, or part of works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the Scope of Works, is a variation to the contract. The items marked with the letters LI are not an exhaustive list of all the activities which must be done by hand and those clauses do not over-ride any of the requirements in the SANS 1921: 2005.
- 1.2. Payment for items which are designated to be constructed labour-intensively (either in the SQ or in the Scope of Works or Project Specifications) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
2. For the purposes of this schedule of quantities, the following words shall have the meaning hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

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

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: An amount tendered for an item, the extent of which is described in the schedule of quantities, the specification or elsewhere, but of which the quantity of work is not measured in units.

#### **“LI” Labour Intensive methods to be used in accordance with Project Specifications**

3. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums tendered, subject only to the provisions of the general conditions of contract.

4. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (**except for Value Added Tax**), etc. and for the completed items of work as specified. Full compensation for completing and maintaining, during the maintenance period, all work shown on the drawings and specified in the specifications, and for all the risk, obligations and responsibilities specified in the general conditions of contract, special conditions of contract and the project specifications shall be considered as provided for collectively in the items of payment given in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.
5. The tenderer shall fill in a rate or a lump sum for each item where provision is made for it, - this includes rate only items. 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 schedule of quantities.

#### **Please only complete rates and totals for those items that have entries in the quantity column – this include “rate only” items**

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenderers should note the provisions of paragraph 12 of this preamble.

If the tenderer should group a number of items together and tender one lump sum for such group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

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

Preliminary & General Section may not be tendered as a lump sum. A tender may be disqualified if the P&G Section is tendered as a lump sum.

6. The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items.
7. The prices and rates to be inserted in the Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
8. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.SANS.co.za](http://www.SANS.co.za) or [www.iso.org](http://www.iso.org) for information on standards).
9. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
10. The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or the quantity of material to be supplied by the contractor.
11. The statement of quantities of material or amount of work in the schedule of quantities shall not be regarded as authorization for the contractor to order material or to execute the work. The contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
12. The short description of the payment items in the schedule of quantities is only given to identify the items and to provide specific details. Reference shall inter alia be made to the drawings, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entitled under each item.
13. The provisions of Clause 48 of the general conditions of contract shall apply to provisional sums and prime cost sums.
14. Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding, and may not be adjusted should there be any mistakes in the extensions thereof and in the amounts, appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled schedule of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the schedule of quantities. Under no circumstances will tendered rates be adjusted when such errors are corrected. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place only after acceptance of the tender, but prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
15. A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
16. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre



m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

17. All rates and sums of money quoted in the schedule of quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded.
18. The schedule of quantities shall be completed in **BLACK INK. Tenders where the Schedule of Quantities is completed in pencil, WILL be disqualified.**
19. All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate VAT and enter it as the end of the Summary of the Schedule of Quantities

An electronic copy of the Schedule of Quantities will be made available by contacting Midvaal Supply Chain Management. It is a requirement that the original yellow pages contained in the tender document <u>must still be completed in black ink</u> . A tender will be disqualified if only a printed copy of the Schedule of Quantities is submitted
--

**C2.2 Bill of Quantities**

**BILL OF QUANTITIES, BID: 8/2/2/407 (7EP/6EPPE OR HIGHER)**

**MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.**

**LIST A: PRELIMINARY AND GENERAL**

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT RATE	TOTAL
<b>1</b>	<b>PRELIMINARY AND GENERAL</b>					
<b>1.1</b>	<b>CONTRACTUAL REQUIREMENTS - FIXED AMOUNT</b>					
1.1.1	Nett price for the fulfilment of the Tender Requirements, Conditions of Contract, Indemnification, etc.	C3.1.11	Sum	1		
1.1.2	Insurance of the Works in the name of the Contractor, Insurance of the Construction Plant to its full replacement value and Third Party Insurance	C3.1.11	Sum	1		
1.1.3	Site establishment, which includes, site office, site store, laydown area, temporary housing, security fence, sanitary toilets, obtaining water, electrical connection, etc. (Line Item is only applicable to the preventative maintenance period, rate to be all inclusive covering establishment, relocation to other substation site and de-establishment).	C3.1.1	Sum	1		
1.1.4	Determining and locating of existing services as well as management of wayleaves	C3.1.11	Sum	1		
1.1.5	Erecting of temporary obstructions and barricades	C3.1.11	Sum	1		
1.1.6	Cleaning of the site, removal of all refuse, rubble, rock, etc. prior to handing over of every phase	C3.1.11	Sum	1		
1.1.7	Obtaining permits, arranging for outages and switching with relevant Authorities	C3.1.11	Sum	1		
1.1.8	Tools, material and safety clothing for the local labourers to conduct their work in accordance with safety requirements	C3.1.11	Sum	1		
<b>1.2</b>	<b>COMPLY WITH THE FOLLOWING SAFETY, HEALTH, ENVIRONMENTAL AND QUALITY (SHEQ) REQUIREMENTS - FIXED AMOUNT</b>					
1.2.1	Adherence to Construction Regulations of the OHSA	C3.1.11	Sum	1		
1.2.2	Compile a Health and Safety Plan (H & S Plan)	C3.1.11	Sum	1		
1.2.3	Compile a Risk Assessment for activities (RA)	C3.1.11	Sum	1		
1.2.4	Comply with Environmental Management Plan (EMP)	C3.1.11	Sum	1		
1.2.5	Compile a SHEQ File to also include all the above distinct sections	C3.1.11	Sum	1		
	<b>SUBTOTAL CARRIED FORWARD</b>					

LIST A: PRELIMINARY AND GENERAL

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT MATERIAL RATE	TOTAL
<b>SUBTOTAL BROUGHT FORWARD</b>						
<b>1.3</b>	<b>TIME RELATED COST - ADJUSTABLE WITH CONTRACT PERIOD</b>					
	The running cost of the project related to the contract period, which will also be used to adjust the cost if an event occurs that becomes the Employers Risk					
1.3.1	Head office overhead cost	C3.1.11	Month	36		
1.3.2	Site overhead cost	C3.1.11	Month	36		
1.3.3	Site offices cost, site store, including ablution facilities, site administration, transport, accommodation, security etc. (Line Item is only applicable to the preventative maintenance period).	C3.1.11	Month	6		
<b>1.4</b>	<b>COMPLY WITH THE FOLLOWING SHEQ REQUIREMENTS- TIME RELATED</b>					
1.4.1	Adherence to Construction Regulations of the OHSA	C3.1.11	Month	36		
1.4.2	Review and update the Health and Safety Plan (H & S Plan)	C3.1.11	Month	36		
1.4.3	Review and update the Risk Assessment for activities (RA)	C3.1.11	Month	36		
1.4.4	Review and update the Environmental Management Plan (EMP)	C3.1.11	Month	36		
<b>SUBTOTAL CARRIED TO ITEM 1 OF SUMMARY</b>						

**BILL OF QUANTITIES, BID: 8/2/2/407 (7EP/6EPPE OR HIGHER)**

**MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.**

**LIST B: MONTHLY INSPECTIONS**

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT RATE	TOTAL
<b>2</b>	<b>MONTHLY ROUTINE INSPECTIONS</b>					
	All inclusive cost for monthly inspections as specified in Clause 3.1.12.					
2.1	Completion monthly site inspection for Eyestone Substation	C3.1.12	Each	12		
2.2	Completion monthly site inspection for Graceview Substation	C3.1.12	Each	12		
2.3	Completion monthly site inspection for Sicelo Substation	C3.1.12	Each	12		
2.4	Completion monthly site inspection for Risivlle Substation	C3.1.12	Each	12		
2.5	Completion monthly site inspection for M1 Substation	C3.1.12	Each	12		
2.6	11 kV Metalcald Switchgear (Monthly cost to allow inspection of 81 panels)	C3.1.17	Each	12		
	<b>SUBTOTAL CARRIED TO ITEM 2 OF SUMMARY</b>					

BILL OF QUANTITIES, BID: 8/2/2/407 (7EP/6EPPE OR HIGHER)

MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.

LIST C: BI-ANNUAL INSPECTION

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT RATE	TOTAL
<b>3</b>	<b>BI-ANNUAL INSPECTIONS</b>					
	All inclusive cost for bi-annual inspections as specified in Clause 3.1.13.					
3.1	Completion monthly site inspection for Eyestone Substation	C3.1.13	Each	2		
3.2	Completion monthly site inspection for Graceview Substation	C3.1.13	Each	2		
3.3	Completion monthly site inspection for Sicelo Substation	C3.1.13	Each	2		
3.4	Completion monthly site inspection for Risivlle Substation	C3.1.13	Each	2		
3.5	Completion monthly site inspection for M1 Substation	C3.1.13	Each	2		
	<b>SUBTOTAL CARRIED TO ITEM 3 OF SUMMARY</b>					

**BILL OF QUANTITIES, BID: 8/2/2/407 (7EP/6EPPE OR HIGHER)**

**MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.**

**LIST D: ANNUAL TEST AND INSPECTIONS**

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT RATE	TOTAL
<b>4</b>	<b>ANNUAL TESTS &amp; INSPECTIONS</b>					
	All inclusive cost for bi-annual tests and inspections as specified.					
<b>4.1</b>	<b>Oil Testing</b>					
4.1.1	Oil Testing of Power Transformers at Eyestone Substation	C3.1.14 A)	Each	1		
4.1.2	Oil Testing of NECRT at Eyestone Substation	C3.1.14 A)	Each	2		
4.1.3	Oil Testing of Power Transformers at Graceview Substation	C3.1.14 A)	Each	4		
4.1.4	Oil Testing of NECRT at Graceview Substation	C3.1.14 A)	Each	4		
4.1.5	Oil Testing of Power Transformers at Sicelo Substation	C3.1.14 A)	Each	1		
4.1.6	Oil Testing of NECRT at Sielo Substation	C3.1.14 A)	Each	2		
4.1.7	Oil Testing of Power Transformers at Risivlle Substation	C3.1.14 A)	Each	1		
4.1.8	Oil Testing of NECRT at Riville Substation	C3.1.14 A)	Each	1		
<b>4.2</b>	<b>Herbicide</b>					
4.2.1	Herbicide Application at Eyestone Substation	C3.1.14 B)	m <sup>2</sup>	7580		
4.2.2	Herbicide Application at Graceview Substation	C3.1.14 B)	m <sup>2</sup>	4690		
4.2.3	Herbicide Application at Sicelo Substation	C3.1.14 B)	m <sup>2</sup>	3640		
4.2.4	Herbicide Application at Risivlle Substation	C3.1.14 B)	m <sup>2</sup>	960		
<b>4.3</b>	<b>88 kV Line Inspections</b>					
4.3.1	Single Circuit Kingbird Overhead Line between Eyestone Substation and Graceview Substation.	C3.1.16	km	9.3		
4.3.2	Single Circuit Kingbird Overhead Line between Eskom Kookfontein MTS and Sicelo Substation.	C3.1.16	km	7.3		
4.4	11 kV Metalcald Switchgear	C3.1.17	Each	81		
	<b>SUBTOTAL CARRIED TO ITEM 4 OF SUMMARY</b>					

**BILL OF QUANTITIES, BID: 8/2/2/407 (7EP/6EPPE OR HIGHER)**

**MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.**

**LIST E: PREVENTATIVE MAINTENANCE**

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT RATE	TOTAL
<b>5</b>	<b>PREVENTATIVE MAINTENANCE (3-YEARLY)</b>					
	All inclusive cost for preventative maintenance as specified C3.1.15.					
5.1	88 kV Isolators	C3.1.15	Each	32		
5.2	22 kV Isolators	C3.1.15	Each	2		
5.3	88 kV Circuit Breakers	C3.1.15	Each	14		
5.4	88 kV Current Transformers	C3.1.15	Each	42		
5.5	88 kV Voltage Transformers	C3.1.15	Each	18		
5.6	20 MVA, 88/11 kV Power Transformer	C3.1.15	Each	7		
5.7	11 kV NECRT	C3.1.15	Each	8		
5.8	Complete 88 kV Busbar	C3.1.15	Each	7		
5.9	11 kV Road Crossing Busbar	C3.1.15	Each	2		
5.10	88 kV Busbar & 11 kV Cable Termination	C3.1.15	Each	4		
5.11	11 kV Cable Termination	C3.1.15	Each	3		
5.12	88 kV High Strung Busbar/Termination	C3.1.15	Each	4		
5.13	11 kV Metalclad Switchgear	C3.1.15	Each	81		
5.14	Battery Tripping Units	C3.1.15	Each	7		
5.15	Control Panels	C3.1.15	Each	14		
5.16	Metering Panels	C3.1.15	Each	7		
	<b>SUBTOTAL CARRIED FORWARD</b>					



**BILL OF QUANTITIES, BID: 8/2/2/407 (7EP/6EPPE OR HIGHER)**

**MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.**

**LIST E: PREVENTATIVE MAINTENANCE**

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT RATE	TOTAL
	<b>SUBTOTAL BROUGHT FORWARD</b>					
5.17	SCADA Panels	C3.1.15	Each	5		
	<b>SUBTOTAL CARRIED TO ITEM 5 OF SUMMARY</b>					

**BILL OF QUANTITIES, BID: 8/2/2/407 (7EP/6EPPE OR HIGHER)**

**MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.**

**LIST F: ADHOC SERVICES**

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT RATE	TOTAL
<b>6</b>	<b>ADHOC SERVICES</b>					
	Note: This section only provides for ad hoc services an a As and When required basis.					
6.1	20 MVA Power Transformer Repair	C3.1.17 A)	PC	1	R 2 500 000.00	R 2 500 000.00
6.2	Overheads, charges and profit on Item 6.2 above (Maximum of 10 % allowed)		%			
6.3	Transport and Rigging of 20 MVA Power Transformer	C3.1.17 A)	PC	1	R 600 000.00	R 600 000.00
6.4	Overheads, charges and profit on Item 6.3 above (Maximum of 10 % allowed)		%			
6.5	11 kV NECRT Repair	C3.1.17 A)	PC	1	R 350 000.00	R 350 000.00
6.6	Overheads, charges and profit on Item 6.3 above (Maximum of 10 % allowed)		%			
6.7	Transport and Rigging of 11 kV NECRT	C3.1.17 A)	PC	1	R 150 000.00	R 150 000.00
6.8	Overheads, charges and profit on Item 6.7 above (Maximum of 10 % allowed)		%			
6.9	132 kV Isolator Repair	C3.1.17 A)	PC	1	R 90 000.00	R 90 000.00
6.10	Overheads, charges and profit on Item 6.9 above (Maximum of 10 % allowed)		%			
6.11	132 kV Circuit Breaker Repair	C3.1.17 A)	PC	1	R 360 000.00	R 360 000.00
6.12	Overheads, charges and profit on Item 6.11 above (Maximum of 10 % allowed)		%			
6.13	132 kV Current Transformer Repair	C3.1.17 A)	PC	1	R 80 000.00	R 80 000.00
6.14	Overheads, charges and profit on Item 6.13 above (Maximum of 10 % allowed)		%			
6.15	132 kV Voltage Transformer Repair	C3.1.17 A)	PC	1	R 80 000.00	R 80 000.00
6.16	Overheads, charges and profit on Item 6.15 above (Maximum of 10 % allowed)		%			
	<b>SUBTOTAL CARRIED FORWARD</b>					

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT RATE	TOTAL
<b>SUBTOTAL BROUGHT FORWARD</b>						
6.17	22 kV Isolator Repair	C3.1.17 A)	PC	1	R 70 000.00	R 70 000.00
6.18	Overheads, charges and profit on Item 6.17 above (Maximum of 10 % allowed)		%			
6.19	11 kV Metalclad Switchgear Repair	C3.1.17 A)	PC	1	R 450 000.00	R 450 000.00
6.20	Overheads, charges and profit on Item 6.19 above (Maximum of 10 % allowed)		%			
<b>6.9</b>	<b>Four pass oil purification 0 – 1000 litres</b>					
6.9.1	0 – 1000 litres	C3.1.17 B)	PC	1	R 500 000.00	R 500 000.00
6.9.2	> 1000 litres	C3.1.17 B)	PC	1	R 750 000.00	R 750 000.00
6.10	Overheads, charges and profit on Item 6.5.1 & 6.5.2 above (Maximum of 10 % allowed)		%			
6.11	Power Transformer Special Testing	C3.1.17 C)	PC	1	R 200 000.00	R 200 000.00
6.12	Overheads, charges and profit on Item 6.6 above (Maximum of 10 % allowed)		%			
<b>6.13</b>	<b>LV Cable Testing and Fault Detection (Relating to substations and traffic lights maintenance)</b>					
6.13.1	Call-out Fee	C3.1.17 D)	Per Test	12		
6.13.2	Cable Pressure Testing (Single Phase Cable)	C3.1.17 D)	Per Test	12		
6.13.3	Cable Fault Detection and Location (Single Phase Cable)	C3.1.17 D)	Per Test	12		
6.13.4	Cable Pressure Testing (Three Phase Cable)	C3.1.17 D)	Per Test	12		
6.13.5	Cable Fault Detection and Location (Three Phase Cable)	C3.1.17 D)	Per Test	12		
<b>6.14</b>	<b>MV Cable Testing and Fault Detection (Relating to substations and traffic lights maintenance)</b>					
6.14.1	Call-out Fee	C3.1.17 D)	Per Test	12		
6.14.2	Cable Pressure Testing (Three Phase System consisting of Single or Three Core Cables)	C3.1.17 D)	Per Test	12		
6.14.3	Cable Fault Detection and Location (Three Phase System consisting of Single or Three Core Cables)	C3.1.17 D)	Per Test	12		
<b>SUBTOTAL CARRIED TO ITEM 6 OF SUMMARY</b>						

BILL OF QUANTITIES, BID: 8/2/2/407 (7EP/6EPPE OR HIGHER)

MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.

LIST F: ADHOC SERVICES

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT RATE	TOTAL
<b>SUBTOTAL BROUGHT FORWARD</b>						
<b>6.15</b>	<b>Traffic Light</b>					
Rates shall include all material, labour and all other cost as required.						
6.15.1	Call-out Fee	C3.1.17 D)	Per Call	6		
6.15.2	Fault Finding on Controller	C3.1.17 D)	Per Call	6		
6.15.3	Supply, installation and Commissioning of S1 3way LED Traffic Signal complete with back board, visor and mounting bracket (Contractor to supply cherry picker or similar for installation works).	C3.1.17 D)	Each	4		
6.15.4	Supply, installation and Commissioning of S8 3way LED + Arrows Traffic Signal complete with back board, visor and mounting bracket (Contractor to supply cherry picker or similar for installation works).	C3.1.17 D)	Each	4		
6.15.5	Supply and installation of 3.3m Traffic Light Pole with mounting bolts (Pole holes to be compacted).	C3.1.17 D)	Each	4		
6.15.6	Supply and installation of 3M yellow reflector tape	C3.1.17 D)	Each	4		
6.15.7	Supply and paint of poles with golden yellow QD paint	C3.1.17 D)	m	50		
6.15.8	Supply, installation and commissioning of Z-Top Pole Connector Boxes	C3.1.17 D)	liter	5		
6.15.9	Supply and installation of 2.5mm <sup>2</sup> x 19 core SWA CU Cable	C3.1.17 D)	Each	4		
6.15.10	Termination of 2.5mm <sup>2</sup> x 19 core SWA CU Cable (with Steel Gland and Shroud)	C3.1.17 D)	m	50		
6.15.11	Supply and installation of 1.5mm <sup>2</sup> x 7 core Captyre	C3.1.17 D)	Each	8		
6.15.12	Termination of 1.5mm <sup>2</sup> x 7 core Captyre (with Steel Gland and Shroud)	C3.1.17 D)	m	50		
6.15.13	Directional drilling at road crossing with 110mm dia HDPE sleeves (Pring to included all material and labour)	C3.1.17 D)	Each	8		
6.15.14	Arrange for traffic control with Traffic Department to regulate traffic during peak hours	C3.1.17 D)	m	50		
6.15.15	Excavation of 700mm x 450mm cable trench including bedding and backfilling	C3.1.17 D)	Each	1		
6.15.16	Decommissioning and removal of old S1 3way signals	C3.1.17 D)	m	50		
6.15.17	Decommissioning and removal of old S8 3way & arrow signals	C3.1.17 D)	Each	4		
6.15.18	Testing and Commissioning of traffic lights	C3.1.17 D)	Each	4		
<b>SUBTOTAL CARRIED TO ITEM 6 OF SUMMARY</b>						

**BILL OF QUANTITIES, BID: 8/2/2/407 (7EP/6EPPE OR HIGHER)**

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**MAINTENANCE OF 88/11 KV SUBSTATIONS, MEDIUM VOLTAGE AND LOW VOLTAGE NETWORKS IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2024 UNTIL 30 JUNE 2027.**

**SUMMARY**

<b>ITEM NO</b>	<b>DESCRIPTION OF THE ITEM</b>	<b>LIST</b>	<b>PAGE</b>	<b>PRICE</b>
1	PRELIMINARY AND GENERAL	LIST A:	93.00	
2	MONTHLY INSPECTIONS	LIST B:	94.00	
3	BI-ANNUAL INSPECTION	LIST C:	95.00	
4	ANNUAL TEST AND INSPECTIONS	LIST D:	96.00	
5	PREVENTATIVE MAINTENANCE	LIST E:	98.00	
6	ADHOC SERVICES	LIST F:	101.00	
	<b>SUBTOTAL A</b>			
	Plus: 15 % VAT			
	<b>TOTAL TENDER PRICES (Incl VAT)</b> <b>(Carried forward to Clause C1.1.1 2 of tender document)</b>			

TENDERER'S SIGNATURE:

\_\_\_\_\_

COMPANY NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

## MIDVAAL LOCAL MUNICIPALITY



### THE CONTRACT:

### PART C3: SCOPE OF WORK

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### **PART C3: SCOPE OF WORK**

This scope of work institutes information that specifies and describes the goods, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed;

The Scope of Works includes three distinct sub-sections namely:

- C3.1 – Project Specifications
- C3.2 – General Specifications

#### **Description of the Works**

The works are the provision of specialist labour and test equipment, as and when the need arises, to render specialised maintenance support service on 88/11 kV substation or 88 kV overhead lines equipment in the Midvaal Local Municipality area. The municipality shall furnish the successful contractor with the necessary job cards and list where the works as mentioned above are to be completed.

#### **Constraints With Execution of the Works**

- a) The Employer must approve any variation or modification with a cost implication before work can commence. No late statement claim will be entertained.
- b) Payment application will be assessed once a month, and the claim must be agreed to and certified by the Employer.
- c) The Contractor must adhere to Safety Requirements.  
Further safety requirements are as follows:
  - Only harnesses and no safety belts must be used in alleviated positions.
  - No labourers will be allowed to stay on site. A night watch shall be appointed to guard the site at night.
  - No short pants will be allowed on site.
  - Safety clothes suitable for the specific task must be worn at all times.
  - Toilet facilities are available on-site; no temporary toilets will be allowed.
  - Day visitors will be able to enter with a visitor's card.
  - Hard hats and safety boots are compulsory on the construction site.
  - All operators must be trained and competent.
  - All equipment must be in good working order.
  - The Contractor must have a first-aid kit on-site and all injuries must be reported.
  - The Contractor must keep a complete record of all person-hours.
- d) The lowest or any bid will not necessarily be accepted and the Council reserves the right to accept a bid in whole or part thereof and to negotiate fair and equal tender rates for each contractor appointed. The highest acceptable procurement point scorer will benefit by allocating proportionally more work in comparison to the second highest procurement scorer.
- e) The specialist contractor/s must allow in his tender price for all cost in provision of the maintenance support service including the hourly rate of personnel rendering the service as well as all travelling and accommodation cost as specified in this document.

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**C3.1. Project Specifications**

This specification deals with the technical aspects relating to this project. Any discrepancy between the Particular Specification and Bill of Quantities must be reported to the Employer who will clarify such contradiction before the closing of tender.

If any discrepancies exist between parts of this document, the following order of preference will take place:

- a) The Contract Agreement (if any)
- b) The Appointment Letter
- c) The Form of Agreement
- d) The Offer by Tenderer
- e) The Special Conditions of Contract
- f) The General Conditions of Contract
- g) The Specifications
- h) The Schedules and any other documents forming part of the Contract

Regarding the conditions of the contract, the order of priority is as follows:

- a) The Special Conditions of Contract
- b) The General Conditions of Contract
- c) Tender Conditions
- d) Common-Law

**C3.1.1 Site Establishment**

The Contractor shall, where required, supply, transport and off-load his own facilities such as sheds, water, electricity, lighting, etc. on the site. The Contractor shall also be responsible for removing all facilities established on site after his work is completed.

It shall be expected from the Electrical Contractor to erect a site office with a surrounding fence at a suitable place which will be pointed out by the Employer. The surrounding fence to be at least 1,8 m high, with Y shape frame on top and equipped with barbed wire. Lockable gates must form part of the surrounding fence. This site yard must, therefore, provide adequate security to all material stored, even if it means that the Contractor must provide for a trench alongside the fence. The site office must be equipped with furniture for meeting purposes, and the Contractor must make arrangements to have a full-time security guard, keeping close watch over all material stored in this yard. The Contractor must also provide for all the necessary sanitary toilets, water, rain gauge etc.

**C3.1.2 Site Instruction Book**

The Contractor must make provision for a site instruction book (triplicate pages) which shall be kept in the site office at all times. All instructions and variations shall be written in this site instruction book by the Employer while attending the site. The onus will be on the Contractor to confirm such instructions and variations in writing, if the Employer neglects to do so within 14 days after the issuing of this instruction, especially if it has a cost implication.

**C3.1.3 Security**

The Contractor must arrange 24-hour security with a reputable security company to protect the site camp, where required. The Contractor must take cognisance that he will be responsible for any material theft and the replacement thereof until the lapse of the contract in June 2026.

**C3.1.4 Time for Completion:**

The contract working period will be from 1 July 2024 to 30 June 2027 on an As and When Required basis.

Claims for rework will not be considered and is an issue for insurance.



### **C3.1.5 Measurements**

The measurements must be finalised on-site and must be confirmed with the Employer. The accuracy or inaccuracy of the Bill of Quantities will not influence the validity of the tender. The quantities in the Bill are indicative and serve only as an indication to obtain a unit rate. After completion of a works order a final re-measurement, based on actual quantities, will be done.

For any work not measured in the Bill of Quantities, the payment terms will be based on a Cost + Profit principle. The Contractor will be required to submit at least three quotations for the work to be executed, with the profit limited to 10 %.

### **C3.1.6 Final Inspection**

After completion of each section of the project, the Contractor must perform an internal, thorough inspection on all the work completed, to satisfy himself that the work complies with the specifications, and then apply in writing to the Employer for a final inspection.

### **C3.1.7 Qualified Personnel**

The Contractor must submit a list of the staff allocated to this project with proof of their qualifications and experience for similar works.

The Contractor shall also submit a certificate issued by the Inspector of Occupational Health and Safety, indicating that he is fully competent performing electrical construction work and will, therefore, be fully responsible for the construction of the works. No work will be allowed before the submission of these documents.

The Contractor shall provide the Employer with the names of the supervisory personnel on-site before commencement of the contract works.

**If the Contractor, during any stage of the contract and for whatever reason, desires to change the supervisory personnel on-site, he will do so in writing to the Employer. Failure to do this will result in the Employer halting the contract works until such time the necessary documentation is provided. The Employer will not consider any such delays for late completion of the contract.**

### **C3.1.8 Contractor's Responsibility**

All the material and tools required for routine services shall be supplied by the tenderer.

The Tenderer shall accept full responsibility for any damage caused by during routine services.

The Electrical Contractor shall accept full responsibility for any damage caused during routine inspections, inspection or maintenance, whether caused directly or indirectly and whether written permission has been granted, or not.

Repair of damaged services undertaken by the Electrical Contractor shall be to the satisfaction of the owner of the service. The cost of repair work undertaken by the owners of the service as well as consequential losses due to the damaging of the service will be recovered from payments due to the Electrical Contractor without notice unless proof of direct payment to the owners can be produced.

The Contractor shall report any damaging of existing services immediately to the Employer as well as the owner of the service, irrespective of whether the damage is considered minor damage or not. Apart from reporting damage, an entry shall be made in the site diary, indicating the time of occurrence, extent of the damage, time reported, and names of the persons reported to at the Consulting Employers as well as Owners of the service.

Penalties shall be levied for damage caused to existing services caused under the following circumstances:

- a) Damage which the Contractor failed to report to the Employer as well as the owners of the service, or which the Contractor failed to enter comprehensively in the site diary.
- b) The penalties referred to above, shall be 100 % of the cost of repair work carried out by the owner of the service as well as 100 % of the value of consequential losses as calculated by the owners of the service. Any such penalties shall be recovered from any payments due to the Contractor

If the inspections reveal that any of the substation equipment requires urgent attention, the electrical contractor shall be responsible to inform the Superintendent: Electrical that the substation equipment requires a service or repair as the case may be.

The Electrical Contractor shall update the relevant substation logbook to indicate the type of work completed on the day, be it a routine inspection or preventative maintenance.

### **C3.1.9 Response Time**

The Employer and Contractor will agree to the dates for the monthly inspections by means of a Service Level Agreement. The Contractor shall ensure that the relevant inspection teams are scheduled as such to ensure continuity.

The site inspection report shall be submitted within seven (7) calendar days after the monthly inspection to the Superintendent: Electrical.

It shall be expected from the Electrical Contractor to have a one (1) hour response time after the contractor was informed that his services are required on site on a breakdown basis.

The tenderer shall be informed thirty (30) calendar days of the date of the preventative maintenance as specified as per the mutual agreement of the tenderer, council and the relevant Key Customer.

The penalty for non-response to scheduled inspection and scheduled preventative maintenance as specified or the failure to respond to a breakdown call-out shall be as specified in Clause 22 of the Conditions of Contract.

It is emphasized that response time is of the essence.

### **C3.1.10 Call-Out**

A 24 hours call-out services shall be provided for the duration of the contract for emergency work required onsite for any reported breakdowns.

### **C3.1.11 Preliminary and General**

The Contractor shall allow for his own preliminaries and/or overhead costs as required for the execution of the contract. It shall be divided into the following two sections:

- a) Fixed-charge items such as: (SANS 1200A – Clause 8.3)
  - Contractual requirements.
  - Establishment of facilities on site such as plant, sheds, water.
  - Electricity, lighting, etc.
  - Removal of facilities from the site after completion of work.
  - Any other fixed-charge items as specified in the Bill of Quantities.
- b) Time-related items such as (SANS 1200A – Clause 8.4)
  - Contractual requirements.
  - Operation & maintenance of facilities on site.
  - Supervision.
  - Company and head office overhead costs.
  - Other time-related items as specified in the Bill of Quantities.

It is to be noted that it is not allowed to erect accommodation facilities for labours on the construction site. The contractor shall identify a suitable accommodation.

### **C3.1.12 Monthly Inspections**

The monthly routine inspection will be on-line (equipment energised) inspection and therefore it is a requirement that the inspector is qualified in terms of the Operating Regulations for High Voltage Systems to at least a supervisor level.

The Tenderer shall submit a detailed report on the findings of the monthly inspections within seven (7) days after the date of the monthly inspections.

#### **A) 88 kV & 22 kV Isolator**

The following items must be addressed during the month inspection:

- a. Components in the current path:
    - Inspect for mis-alignment of the main contacts.
    - Inspect for bird nesting.
    - Inspect arcing horns for signs of burning.
-

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- Inspect mechanism for incorrect operation.
  - Inspect surge arrestors.
  - b. Insulators:
    - Inspect insulators for pollution, damage and over-tensioned jumpers.
  - c. Actuator System:
    - Inspect parts for damage and water ingress.
    - Inspect that the operating handle is properly secure, not bent or rusted and that the locking facility is fully functional.
  - d. Earth Switch Isolator interlock:
    - Inspect mechanical interlocking system for linkages to be in correct position.
  - e. Support structures, base frame and earthing:
    - Inspect steel support structures for corrosion, loose / missing bolts, nuts and loose / missing structure members.
    - Inspect earth connections for corrosion, missing earth straps and earth studs.
    - Inspect foundations for defects (i.e. cracks or subsidence).
  - f. Civil Foundation
    - Inspect foundations for defects (i.e. cracks or subsidence).
    - Inspect foundation bolts for corrosion.

**B) 88 kV Circuit Breaker**

The following items must be addressed during the month inspection:

- a. Components in the current path:
  - Inspect for bird nesting.
- b. Insulators:
  - Inspect insulators for pollution and damage.
  - Inspect flanges for flash burn marks and cement deterioration.
  - Inspect hollow insulator for flash/burn marks.
  - Visual inspection of SF6 gauge & pipe work for corrosion.
  - Record SF6 pressure readings.
- c. Actuator System:
  - Inspect enclosure for rust, scratches, paint peel-off, damaged to door/cover, water ingress, glass has cracks or is opaque, loose bolts, nuts or screws.
  - Inspect of foreign object in enclosure (i.e. dust, vermin etc.)
  - Inspect door seal, side panel, and roof seal for damage.
  - Inspect terminals, wiring for visible loose connection and/or damage.
  - Inspect glands for shorts etc.
  - Inspect heater, is it in working condition.
  - Inspect operational counter for correct advances per phase (mechanism and control panel counters. Records must state the differences between operating and fault advances).
- d. Support structures, base frame and earthing:
  - Inspect steel support structures for corrosion, loose / missing bolts, nuts and loose / missing structure members.
  - Inspect earth connections for corrosion, missing earth straps.
- e. Civil Foundation
  - Inspect foundations for defects (i.e. cracks or subsidence).
  - Inspect foundation bolts for corrosion.

**C) 88 kV Current Transformer**

The following items must be addressed during the monthly inspection:

- a. Components in the current path:
    - Inspect for bird nesting.
-

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- Inspect primary terminals for bending.
  - Listen for abnormal noises from CT.
  
  - b. Insulators:
    - Inspect insulators for pollution and damage.
    - Inspect flanges for flash burn marks and cement deterioration.
    - Inspect the oil level.
  
  - c. Support structures, base frame and earthing:
    - Inspect steel support structures for corrosion, loose / missing bolts, nuts and loose / missing structure members.
    - Inspect earth connections for corrosion, missing earth straps.
  
  - d. Civil Foundation
    - Inspect foundations for defects (i.e. cracks or subsidence).
    - Inspect foundation bolts for corrosion

**D) 88 kV Voltage Transformer**

The following items must be addressed during the monthly inspection:

- a. Components in the current path:
  - Inspect for bird nesting.
  - Inspect primary terminals for bending.
  - Listen for abnormal noises from VT.
  
- b. Insulators:
  - Inspect insulators for pollution and damage.
  - Inspect flanges for flash burn marks and cement deterioration.
  - Inspect the oil level.
  
- c. Tank:
  - Inspect metallic parts for corrosion.
  
- d. Support structures, base frame and earthing:
  - Inspect steel support structures for corrosion, loose / missing bolts, nuts and loose / missing structure members.
  - Inspect earth connections for corrosion, missing earth straps.
  
- e. Civil Foundation
  - Inspect foundations for defects (i.e. cracks or subsidence).
  - Inspect foundation bolts for corrosion

**E) 88/11 kV Power Transformer and NECT**

The following items must be addressed during the monthly inspection:

- a. General
    - Transformer loading (MVA or HV current).
    - Ambient temperature.
    - Record current oil temperature (maximum temperature also to be recorded).
    - Record current winding temperature (maximum temperature also to be recorded).
  
  - b. Components in the current path:
    - Inspect for bird nesting.
    - Inspect flanges for flash burn marks and cement deterioration.
    - Inspect terminals for bending.
    - Listen for abnormal noises from transformer.
    - Check earthing of transformer.
    - Check surge arrester.
  
  - c. Bushings:
    - Inspect insulators for pollution and damage.
    - Inspect the oil level.
-

- 
- d. Main Tank:
    - Inspect metallic parts for corrosion.
    - Inspect welding seams.
    - Inspect for oil leaks and inspect seals.
    - Check visible seals.
    - Check for loose or missing bolts and/or brackets.
  
  - e. Conservator:
    - Inspect metallic parts for corrosion.
    - Inspect welding seams.
    - Inspect for oil leaks and inspect seals.
    - Check oil level.
    - Check breather and silica gel.
    - Check for loose or missing bolts and/or brackets.
    - Check Buchholz relays oil level.
  
  - f. Radiators:
    - Inspect metallic parts for corrosion.
    - Inspect welding seams.
    - Inspect for oil leaks and inspect seals.
    - Check for foreign objects or bird nesting in radiators.
    - Check for loose or missing bolts and/or brackets.
    - Check for closed valves.
  
  - g. Tap Changer:
    - Inspect metallic parts for corrosion.
    - Inspect welding seams.
    - Inspect for oil leaks.
    - Check oil level.
    - Check tap change operation counter.
    - Check tap changer shaft for alignment.
    - Check Buchholz oil level.
  
  - h. Marshalling cubicles:
    - Inspect terminals, wiring for visible loose connection and/or damage.
    - Inspect glands for shorts etc.
    - Inspect heater, is it in working condition.
    - Inspect metallic parts for corrosion.
  
  - i. Civil Foundation
    - Inspect foundations for defects (i.e. cracks or subsidence).
    - Inspect earthing bolts for corrosion.

**F) 88 kV & 11 kV Busbar**

The following items must be addressed during the monthly inspection:

- a. Components in the current path:
    - Inspect for bird nesting.
    - Listen for abnormal noises from busbar.
    - Inspect for signs of burning.
  
  - b. Insulators:
    - Inspect insulators for pollution and damage.
  
  - c. Support structures, base frame and earthing:
    - Inspect steel support structures for corrosion, loose / missing bolts, nuts and loose / missing structure members.
    - Inspect earth connections for corrosion, missing earth straps.
  
  - d. Civil Foundation
    - Inspect foundations for defects (i.e. cracks or subsidence).
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• Inspect foundation bolts for corrosion  
**G) 11 kV Power Cables**

The following items must be addressed during the six monthly inspections:

- a. General inspection
- Inspect outdoor terminations and support structures.

**H) DC System**

The following items must be addressed during the monthly inspections:

- a. General inspection
- Inspect enclosure for corrosion.
  - Check that all safety and warning signs are displayed.
  - Record battery voltage.
  - Record charger current.
  - Record BTU alarms.
  - Check for damaged batteries.
  - Perform a general clean of battery cubicle.
  - Inspect battery terminals, and clean if required. Apply approved protective coating after cleaning.
  - Inspect all conductors and lugs for loose and/or damage.
- b. Lead acid Battery additional inspection items:
- Check for sedimentation.
  - Check for positive plate growth.
  - Record specific gravity and voltage of each cell, take reading before top-up of cell.
  - Record temperature of middle cell, where applicable.
  - Check battery water level, if applicable, and top up if required. Record quantity of water used.

**I) Secondary Plant**

The following items must be addressed during the monthly inspections:

- General inspection
- Inspect metallic enclosures for corrosion.
- Check that all labelling is present and legible.
- Check that all meters are operational.
- Check that all protection IED's are operational.
- Check for alarms.
- Check for foreign objects in panel.
- Check for proper door closing.
- Check door seal.
- Verify primary plant indications.
- Check that all indication lamps are functioning.
- Check earthing.
- Check heaters, if applicable.
- Check all wiring for damage.
- Check current by non-intrusive manner and secondary voltages.

Important: Circuit-Breaker Not Healthy or Protection Not Healthy – notify and take suitable action to rectify the problems.

**J) General**

The following items must be addressed during the monthly inspections:

- a. General
- Inspect buildings for cracks and/or other damaged.
  - Check for presence of vermin or rodents in substation and buildings.
  - Inspect trench cover (both indoor and outdoor).
  - Clean inside of buildings.
  - Check for foreign vegetation in yard and in gutter of buildings and remove if required.
  - Verify that that small power installation is in working order.
- b. Security
- Check substation fence and gates for damage and corrosion.
-

- Check if all gates have locks.
- Check doors for damage and corrosion.
- Check door locks.
- Check all outdoor beams, if applicable.

**C3.1.13 Bi-Annual Inspections**

The electrical contractor shall carry out an Infra-red scanning of the all the substations components every six months.

The electrical contractor shall submit the result of the Infra-red scan as a separate section in the monthly report of the particular month.

The infra-red scanning will be an on-line (equipment energised) inspection and therefore it is a requirement that the inspector is qualified in terms of the Operating Regulations for High Voltage Systems to at least a supervisor level.

The Tenderer shall submit a detailed report on the findings of the bi- annual inspections within seven (7) days after the date of the bi-annual inspections.

**C3.1.14 Annual Inspections and Services****A) Oil Testing**

It will be a requirement that the oil of the following equipment is tested on a yearly basis:

- a. 11 kV NECRT
- b. 88/11 kV Power Transformer – Main Tank
- c. 88/11 kV Power Transformer – Tap Change Tank

The full oil test shall consist of the following tests:

- a. Dielectric Strength
- b. Moisture Content
- c. Dissolved Gas Analysis (DGA):
  - Hydrogen (H<sub>2</sub>)
  - Oxygen (O<sub>2</sub>)
  - Nitrogen (N<sub>2</sub>)
  - Methane (CH<sub>4</sub>)
  - Carbon Monoxide (CO)
  - Carbon Dioxide (CO<sub>2</sub>)
  - Ethane (C<sub>2</sub>H<sub>6</sub>)
  - Ethylene (C<sub>2</sub>H<sub>4</sub>)
  - Acetylene (C<sub>2</sub>H<sub>2</sub>)
  - Furanic Analysis (DP)
  - Acidity

The oil test report shall be submitted within fourteen (14) calendar days after the monthly inspection to the Superintendent: Electrical with a copy to the council appointed HV Engineer.

**B) Herbicide Application**

The electrical contractor shall spread an approved herbicide once a year across the complete substation yard.

The substation yard sizes can be summarised as follows:

- a) 20 MVA, 88/11 kV Eyestone Substation = 7580 m<sup>2</sup>
- b) 60 MVA, 88/11 kV Graceview Substation = 4690 m<sup>2</sup>
- c) 20 MVA, 88/11 kV Risiville Substation = 960 m<sup>2</sup>
- d) 40 MVA 88/11 kV Sicelo Substation = 3640 m<sup>2</sup>

It is to be noted that the 60 MVA, 11 kV Meyerton Munic (M1) Substation consist of a building only as the 88 kV substation yard is an asset of Eskom.

**C3.1.15 Preventative Maintenance**

Preventative maintenance will be on a three (3) yearly basis. It is envisaged that preventative maintenance must be completed on all HV substation within the first year of commencement of this contract.

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It is a requirement that the supervisor of the maintenance team/s is qualified in terms of the Operating Regulations for High Voltage Systems to at least a supervisor level.

It is to be noted that the tenderer shall make provision in the quote rates for all minor material require for the preventative maintenance such as nuts and bolts for the steel structures.

The Tenderer shall submit a detailed report on any findings during preventative maintenance within seven (7) days after the date of executing preventative maintenance.

**A) 88 kV & 22 kV Isolator**

The following items must be addressed during preventative maintenance:

- a. Components in the Current Path
  - Remove bird nesting and other foreign objects.
  - Inspect and set alignment.
  - Inspect for signs of heat dis-colouration and burn marks.
  - Inspect for wear and tear, record condition of contacts points.
  - Test contact resistance and contact pressure.
  - Remove bird nesting.
  - Maintain arcing horns.
  - Maintain current path mechanism.
  - Inspect conductor clamps for corrosion and defects.
- b. Insulators
  - Detail inspection, repair or replace damaged insulators.
  - Clean insulators.
  - Repair or replace damaged insulators.
  - Inspect and repair flange and cement fixing.
- c. Inter-phasing Rods, Interconnecting Rods, Linkages, Bearings and Bushes
  - Inspect, inter-phasing rods, interconnecting rods, linkages, bearings and bushes for insufficient lubrication.
  - Repair or replace inter-phasing rods, interconnecting rods, linkages, bearings and bushes.
  - Inspect inter-phasing rods, interconnecting rods, linkages, bearings and Bushes for over tightness.
- d. Operating Mechanism (Actuator System)
  - Inspect, test and maintain contact position of linkages and auxiliary switch.
  - Replace all seals and secure properly to prevent moisture / water ingress.
  - Maintain, repair or replace the operating handle and lock out facilities.
- e. Earth Switch interlock
  - Inspect, test and ensure the correct functionality of the mechanical interlocking system.
  - Inspect Earth Switch Isolator interlock for correct operation.
- f. Support structures, base frame and earthing
  - Replace missing bolts and nuts, tighten loose bolts and nuts.
  - Replace missing structure members.
  - Replace missing earth straps and earth studs.

**B) 88 kV Circuit Breaker**

The following items must be addressed during preventative maintenance:

- a. Components in the Current Path
  - Remove bird nesting and other foreign objects.
  - Measure contact wear (Static and Dynamic contact resistance measurement).
  - Contact timing measurement.
  - Measurement of travel curves and contact timing
  - Measurement of capacitance.
- b. Insulators
  - Detail inspection, repair damaged insulators.
  - Clean insulators.
  - Repair or replace damaged insulators.



- Inspect and repair flange and cement fixing.
- c. Actuator System
- Spring operation time measurement (poles and auxiliary contacts) and charging time.
  - Measure motor current (peak) and motor running time monitoring.
  - Intrusive inspection of damping, carry out the rod velocity test to assess if damping is not out of specification.
  - Measure latch assembly forces, Clutch slip measurement, latch operating voltage and trip testing.
  - Measurement of coil current, Coil resistance measurement and measure minimum pickup voltage.
  - Functional tests of open and close mechanism box relays and contactors.
  - Measure auxiliary contacts operation time poles and auxiliary contacts to determine primary and secondary contacts time.
  - Monitoring/measure motor run time to detect limit switch failure
  - Test Operation counter advances breaker mechanism and panel counters if installed
  - SF6 Gas loss simulation with temp correction factor including alarm functionality and electrical interlock for SF6 "block" and "Low" alarms.
  - Measurement of gas tightness (Leak detection) and gauge correctness compare pressure gauge with master gauge.
  - SF6 gas sampling (Gas quality measurement and analysis / by-product moisture & SF6 percentages). Do not discharge SF6 into the atmosphere.
- d. Support structures, base frame and earthing
- Replace missing bolts and nuts, tighten loose bolts and nuts.
  - Replace missing structure members.
  - Replace missing earth straps.
- C) 88 kV Current Transformer**
- The following items must be addressed during preventative maintenance:
- a. Components in the Current Path
- Remove bird nesting and other foreign objects.
  - Perform a Tan Delta test.
- b. Insulators
- Detail inspection, repair damaged insulators.
  - Clean insulators.
- c. Tank:
- Inspect metallic parts for corrosion.
- d. Support structures, base frame and earthing
- Replace missing bolts and nuts, tighten loose bolts and nuts.
  - Replace missing structure members.
  - Replace missing earth straps.
- D) 88 kV Voltage Transformer**
- The following items must be addressed during preventative maintenance:
- a. Components in the Current Path
- Remove bird nesting and other foreign objects.
  - Secondary Voltage test.
  - Check fuses.
- b. Insulators
- Detail inspection, repair damaged insulators.
  - Clean insulators.
  - Perform a Tan Delta test.
- c. Support structures, base frame and earthing
- Replace missing bolts and nuts, tighten loose bolts and nuts.
  - Replace missing structure members.
  - Replace missing earth straps and earth studs.
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**E) 88/11 kV Power Transformer and NECRT**

The following items must be addressed during preventative maintenance:

- a. Components in the current path:
  - Remove bird nesting.
  - Replace earthing straps.
- b. Bushings:
  - Detail inspection, repair damaged insulators.
  - Clean insulators.
  - Perform a Tan Delta test.
- c. Main Tank:
  - Tightening or replace missing bolts and/or brackets.
  - Test functionality of oil and winding temperature gauges (both alarm and trip contacts).
  - Test functionality of pressure limit switch.
- d. Conservator:
  - Replace damaged breathers
  - Replace silica gel.
  - Tightening or replace missing bolts and/or brackets.
  - Vent excess gas in Buchholz relays.
  - Test functionality of Buchholz relays.
- e. Radiators:
  - Remove foreign objects or bird nesting in radiators.
  - Tightening or replace missing bolts and/or brackets.
- f. Tap Changer:
  - Operate tap changer if not operated within the last year.
  - Service tap changer, if needed change of oil and contacts.
- g. Marshalling cubicles:
  - Repair loose connections and replace damaged terminals and wiring.
- h. Dynamic testing
  - DC Winding Resistance (Dynamic test)

**F) 88 kV & 11 kV Busbars**

The following items must be addressed during preventative maintenance:

- a. Components in the Current Path
  - Remove bird nesting and other foreign objects.
- b. Insulators
  - Detail inspection, repair damaged insulators.
  - Clean insulators.
- c. Support structures, base frame and earthing
  - Replace missing bolts and nuts, tighten loose bolts and nuts.
  - Replace missing structure members.
  - Replace missing earth straps.

**G) 11 kV Power Cables**

The following items must be addressed during preventative maintenance:

- a. General
    - Cleaning of outdoor cable terminations.
  - b. Special Test
    - Earthing continuity test.
    - PD testing of cables.
-

- Tan Delta testing on cables.
- Positive and Zero sequence testing on cables.
- DC Outer sheath testing in cables.

#### H) DC System

Preventative maintenance on the DC System will be on a two (2) yearly basis. It is envisaged that preventative maintenance on the DC System must be completed on all HV substation within the first year of commencement of this contract.

The following items must be addressed during preventative maintenance:

- a. General
  - Perform a discharge/capacity test on the batteries.
  - Perform an ohmic test on the batteries.
  - Check the voltage regulation of the charger.
  - Check the output quality of the ripple current of the charger.
  - Check the output quality of the ripple voltage of the charger.

#### I) Secondary Plant

The following items must be addressed during preventative maintenance:

- a. General inspection
  - Verify correctness of scheme.
  - Verify protection settings against latest issued settings.
  - Check all fuses, if applicable.
  - Check all wiring for loose connections.
  - Test insulation resistance of control system.
  - Complete functional testing of protection scheme.

#### C3.1.16 88 kV Subtransmission Overhead Lines

The current commercial operated 88 kV sub-transmission overhead lines in Midvaal area are as follows:

- a) Single Circuit Kingbird Overhead Line between Eyestone Substation and Graceview Substation with a total length of 9,3 km.
- b) Single Circuit Kingbird Overhead Line between Eskom Kookfontein MTS and Sicelo Substation with a total length of 7,3 km.

It will be the responsibility of the successful service provider to arrange access with the relevant property owners in order to carry out the annual inspection.

The following items must be addressed during the yearly inspections:

- a. Components in the current path:
  - Inspect for bird nesting.
  - Inspect for signs of burning.
  - Inspect for damaged conductors.
- b. Insulators:
  - Inspect insulators for pollution and damage. Severely damaged insulator shall be replaced as soon as possible.
- c. Support structures, base frame and earthing:
  - Inspect steel support structures for corrosion, missing bolts, nuts and loose / missing structure members.
  - Inspect earth connections for corrosion, missing earth straps.
- d. Foundations / Caps
  - Check for erosion.
  - Inspect for cracks and/or other damaged.
- e. General

- Inspect clearance to ground, vegetation and other services.
- Check if vibration dampers are adrift, faulty or missing.
- Check for unauthorised activities underneath lines i.e. erection buildings or other structures.
- Check pole labels.
- Check stay tensioning.
- Check for damaged or missing stays. Damaged or missing stays shall be repaired as soon as practical possible.

The following items must be addressed during preventative maintenance:

- a. Components in the Current Path
  - Remove bird nesting and other foreign objects.
  - Replaced damaged line hardware.
- b. Insulators
  - Detail inspection, repair damaged insulators.
  - Clean insulators.
- c. Support structures
  - Replace missing bolts and nuts, tighten loose bolts and nuts.
  - Replace missing structure members.
  - Replace missing earth straps.
- d. General
  - Reposition adrift vibration dampers.
  - Replace faulty or missing vibration dampers.
  - Test tower footing resistance.

#### **C3.1.17 11 kV Metalclad Switchgear**

The electrical contractor is to take note that the 11 kV metalclad switchgear inspections specified is not limited to the HV substation and the council reserve the right to issue a works order for the inspection of any 11 kV metalclad switchgear installed in the Midvaal Local Municipality jurisdiction.

The following items must be addressed during the monthly inspection:

- a. General inspection
  - Inspect metallic enclosures for corrosion.
  - Inspect for live part barriers.
  - Check that all labelling is present and legible.
  - Check that all meters are operational.
  - Check that all protection IED`s are operational.
  - Check for sign of overheating.
  - Record reading of trip counter.

The following items must be addressed during the yearly inspection:

- b. General inspection
  - Trip test if not operated in year
  - Thermal imaging & PD testing of cable compartment – yearly
  - Trip and close operating mechanism test - yearly

The following items must be addressed during preventative maintenance:

- c. Components:
  - Lubricate and test racking device
  - Lubricate shutters, door hinges and mechanism
  - Lubricate operating mechanism.
- d. General inspection
  - Inspect CT`s for winding failure and insulation failure.
  - Inspect terminals, wiring for visible loose connection and/or damage.
  - Inspect arc detection sensor for loose and/or damaged wiring, obstruction or mechanical damage.
  - Inspect MV cable terminations for tracking and/or damage.
  - Inspect heater for mechanical damage and loose and/or damaged wiring.
  - Inspect racking device.

- Inspect interrupting contacts.
- Inspect operating mechanism.
- Inspect insulating medium.
- Inspect shutters.
- Inspect VT or CPAT.
- Check VT ratio.
- Inspect wiring in LV compartment for loose and/or damaged wiring.
- Conduct CT Test (Mag curve, winding resistance, ratio)
- Conduct arc sensor tests.
- Contact resistance and speed test.
- Pressure test circuit breaker.
- Pressure test busbar insulation.
- Inspect busbar connections.
- Inspect busbar insulators.

**C3.1.17 Ad-Hoc Service**

All reimbursements for Ad-Hoc Services will be based on a Cost + Profit principle as describe in C3.1.5.

**A) Equipment replacement or repairs**

Midvaal Local Municipality will instruct the contractor if the need arises to repair or replace substation equipment.

**B) Oil Purification and Regeneration**

Oil purification and regeneration will be done on an As and When required basis as dictated but the results of the latest oil test report.

**C) Special Testing**

The following tests shall be done on an as and when required basis if abnormalities are indicated by the oil test results and dynamic tests:

- Magnetising (Core Excitation Current) for core faults and inter-turn faults,
- SFRA Measurements for the winding clamping and movement
- Ratio Tests for tap change selector faults or inter-turn winding faults
- Short circuit - Impedance Tests, for short-circuited windings, damaged tap change mechanism, damaged core
- Winding DC resistance test(static) for loose connections and tap changer faults,
- Winding Tan Delta Tests for winding movement and leakage losses
- Zero sequence Impedance test,
- Winding Capacitance for movement and leakage losses
- Infrared scanning for external connections, internal connections and bushing oil levels,

**D) MV Cable Fault Detection.**

Cable fault detection services shall be done on an as and when required basis with a response time of twenty four (24) hours.

**E) Traffic Light**

**a. LED Signal Construction**

The construction of the Automotor B-LED traffic light complies with SANS 1459:2015 and is of modular design. The aspect housings are fixed together by means of stainless steel screws and rigid, powder-coated aluminium joiner plates. Each detachable aspect housing is dust proof, water tight and the traffic light is of a composite design utilising the following materials:

- UV stabilised nylon with a 30 % glass fill for rigidity.
- High-silicone aluminium where mechanical strength is required.
- Grade 304 stainless steel for clips, catches and screws.

The traffic light is weather proof and the LED compartment easily accessible for maintenance by means of two quick-release catches. The LED module, fixed within the reinforced nylon bezel forms a rigid compartment door to ensure the aspect remains waterproof over extended periods. Aluminium mounting bosses on both the

top and bottom of the traffic light are provided for fixing to the pole. The traffic light does not corrode, crack or distort after prolonged exposure to the harsh outdoor conditions experienced in Southern Africa.

All housing dimensions are as per the attached drawings. See Figures 2 and 3. Please note the important detail portrayed by Figure 1.

#### **Led Module**

The LED module is of a "single source" design, not a matrix design (i.e. discreet LED dots are not visible to the motorist). All internal circuitry is protected from dust, moisture and physical damage by a secondary housing manufactured from glass filled nylon (IP65 rated and tested by the SANS).

The module has a specially designed outer diffuser lense which minimises dust collection on the lense surface. The LED module has a pluggable electrical connection (MOLEX MiniFit™).

#### **Led Optics**

LED modules comply with SANS 1459:2015 (and SANS 1459:2004) – LED Traffic Lights, and have been tested by the SABS. The optical design utilises high power LEDs, a collimator lense and front diffuser lense to give a smooth, large diameter signal. The diffuser lense is manufactured from high impact, UV stabilised polycarbonate. All lenses used in the optical system are clear, thus negating the sun-phantom effect.

#### **Power Supply**

The LED power supply is of a switchmode design, fused and protected from line surges. The LED signal operates from a 50 Hz, AC supply at the following input voltage ranges:

- 130 VAC to 170 VAC - Dimmed mode
- 184 VAC to 276 VAC - Normal light intensity

Any fluctuation of the input voltage within the above ranges has no effect on the luminous intensity of the signal. When driven at an input voltage less than 120 VAC, the power supply ensures that the signal is completely off. The power supply also ensures that the switch-on and switch off times of the signal do not exceed 75 ms. The LED module has a power factor of 0.98 and the power consumption does not exceed 7 W.

All LED modules include an active load as part of the power supply. The purpose of this active load is to clamp unwanted residual voltage on cable cores. The active load does not consume power or dissipate heat when the LED module is switched on. Midvaal Local Municipality will instruct the contractor if the need arises to repair or replace traffic light controllers.

#### **Marking and Design Life**

Each LED module is legibly and durably marked with the following information:

- The manufacturer's name and product model.
- The maximum power consumption.
- The input voltage range.
- A serial number.
- The date of manufacture.

The complete LED module is guaranteed for a period of five years, physical and extreme lightning damage excluded.

#### **Rubber Gaskets**

The hinged door seals against a 6 mm Neoprene rubber gasket and is held tightly closed by two over-centre, stainless steel catches. A 3.5 mm Neoprene rubber gasket provides a weather-tight seal between the LED module and the housing.

#### **VISORS**

A black pigmented, UV stabilised, polyethylene visor projecting 200 mm from the signal face is fitted to each aspect using stainless steel screws. The visor does not obscure the lense.

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### **Cable Entry and Wiring**

Cable entry is at the bottom of the upper aspect's housing, cables are protected by a heavy-duty, reinforced PVC hose. The hose diameter is 19 mm and length is as follows:

- 1 and 2 aspect traffic lights: 1200 mm
- 3 and 4 aspect traffic lights: 600 mm (Standard) or 900 mm (Johannesburg Roads Agency Spec.)

The wire protrudes at least 200 mm from the PVC hose and colour coding is as follows:

- Red Signal – Red wire
- Amber Signal – White wire
- Green Signal – Blue wire
- Additional Signal – Grey wire
- Neutral – Black wire

### **External Finish**

The traffic light is pigmented matt black and all aluminium parts are powder coated black.

### **Mounting**

Each traffic light housing has an aluminium threaded boss at the top and bottom of the assembly to facilitate mounting. Two 10 mm set screws and washers are provided with each traffic light assembly. A stud with nut leaving thread exposed to the outdoor elements is not acceptable. Brackets to mount traffic lights side by side are available as an optional extra.

### **Configurations**

The following traffic light configurations are available:

- 1 aspect
- 2 aspect – S10, S11P (pedestrian), S11C (cyclist), S12, S10B (Bus)
- 3 aspect – S1, S2, S3, S4 and S1B
- 4 aspect – S5, S6 and S7
- 5 aspect – S8, S9, S8B (Bus) and S9B (Bus)

All the above configurations are available for left, right and straight traffic movements.

### **Statutory Approval**

The traffic lights have been successfully tested by the South African Bureau of Standards (SABS) for compliance with SANS 1459:2015 (for LED traffic lights). The LED module has also been tested for IP65 compliance. Documentary proof of compliance to both tests has been submitted.

## **b. Background Screens Construction**

The background screens are 500 mm wide with a full radius on the top and bottom. Dimensions of the background screens comply with Volume 4, Part 3 of the South African Road Signs Manual and the technical requirements of SANS 1459:2015. Detailed dimensions and hole centres are given in Figure 3 and Figure 4.

Background screens are of a modular construction to facilitate maintenance, but are supplied as a fully assembled unit for ease of installation. The unit fits directly onto the traffic light without the use of brackets, straps or clamps. Background screens are shaped in such a manner that maximum strength is achieved with a lightweight construction. The screens are fitted to the lights with a sufficient number of screws to spread the windage load, thus preventing breaking of the screens over extended periods. Screens are supplied complete with stainless steel mounting screws.

Background screens are also available in a rectangular shape as shown in Figure 4 and Figure 5.

No daylight is visible between the lantern and the background screen.

### **Material**

Background screens are manufactured from a, UV stabilised, reinforced polymer compound.

**Finish and Border**

Background screens are machine moulded and pigmented black. All background screens are supplied with a 50mm wide, glossy white border.

**Configurations**

The following standard background screen configurations shall be available:

- 1 aspect
- 2 aspect – S10 and S12
- 3 aspect – S1, S2, S3 and S4
- 4 aspect – S5, S6 and S7
- 5 aspect – S8 and S9

Background screen dimensions and hole-centres are as per Figure 3/Figure 4. The hole centres of the background screen align accurately with the mounting holes on the signal housing.

**Side Mounting Brackets**

All 5 aspect background screens are supplied with a hot-dip galvanised side-mounting bracket. The bracket dimensions are as per Figure 3/Figure 4.

Table 16: Traffic Light Detail

REFERENCE	DESCRIPTION
A	Background screen connector plate, manufactured from <b>glass filled nylon, for corrosion resistance and rigidity</b>
B	All self-tapping screws to be grade 304 stainless steel
C	Rigid aluminium connector plate, black powder-coated
D	Black powder coated, high silicone, die cast aluminium mounting boss. Mounting bosses are threaded and include M10 × 25 mm set screws and washers.
E	Heavy-duty PVC hose (19 mm in diameter) Length = 610 mm for 3 and 4 aspect housings. <b>NOTE: 900 mm for JRA</b> Length = 1200 mm for 1 and 2 aspect housings.
F	0,5 mm <sup>2</sup> -flexible panel wire. Wire protrudes at least 200 mm from the PVC hose. Black – Neutral Red – Red Signal White – Amber Signal Blue – Green Signal Grey – Additional Signal
G	The diffuser lense design minimises the collection of dust on the optical surface over time (Registered design F2012/01498). Diffuser is manufactured from high impact, UV stable polycarbonate.
H	A 6 mm Neoprene gasket provides a seal for the housing door. A 3.5 mm Neoprene gasket provides a seal for the LED module.
I	<b>Counter-sunk stainless-steel screws (304)</b> , in conjunction with connector plate (A), hold the modular sections of the background screen together.
J	Rigid, stainless steel, over-centre catches mounted with stainless steel screws.
K	The front door is hinged on the rear of the housing with 2 mm stainless steel split pins.



Table 17: Important Equipment Details

PARAMETER	VALUE
<b>ELECTRICAL</b>	
Power Supply Type	Switch-mode, constant current
Input voltage (Non-Dimmed)	180 V <sub>AC</sub> - 280 V <sub>AC</sub>
Input voltage (Dimmed)	130 V <sub>AC</sub> - 170 V <sub>AC</sub>
Power factor	> 0,98
Total Harmonic Distortion (THD on current waveform)	< 10%
Maximum power consumption	6,9 W
Active load to suppress induced cable voltages	Included in <b>ALL</b> aspects
Transient input voltage suppression	IEC61000-4-4 4kV IEC61000-4-5 4kV
Fused	Yes
On/Off threshold voltage	120 V <sub>AC</sub>
IEC 61547 and EN 55015 (CISPR 15) compliant <i>as required by ICASA</i>	Complies
IEC 61000-3-2 (Harmonic Current Emissions for equipment rated < 16 A)	Complies
Turn-On and Turn-Off Times (ITE)	< 75 ms
Off state voltage decay (ITE)	< 50 ms
Failed state impedance (ITE)	250 kΩ
<b>OPTICAL</b>	
Optical System	2 lense system: collimator & diffuser ("single source")
Lense colour	Clear
SABS Compliance	SANS 1459:2004 – LED Traffic Signals IP65 (LED Module)
Outer diffuser lense material	High impact, UV stable polycarbonate
Registered design	F2012/01498
Minimum guaranteed initial luminous intensity on the beam axis	550 cd
<b>PHYSICAL</b>	
Aperture Diameter (inner diameter of the hinged door)	200 mm
Spacing between vertical aspects	232 mm
Spacing between horizontal, adjacent aspects (i.e. on a 5 aspect)	250 mm
Visor protrusion from signal face	200 mm
Distance between mounting bosses:	

1 aspect	154 mm
2 aspect	387 mm
3 aspect	619 mm
4 aspect	851 mm
5 aspect	619 mm
Overall width of background screen:	
1, 2, 3 and 4 aspect	500 mm
5 aspect	750 mm
Overall height of background screen:	
1 aspect	500 mm
2 aspect	732 mm
3 aspect	964 mm
4 aspect	1196 mm
5 aspect	964 mm
Wall thickness of background screen	
	3 mm
Overall profile depth of background screen (for rigidity)	
	43 mm
Background screen's white border width	
	50 mm
Complete housing mass - Includes background screen, visors, fasteners, wiring as well as LED modules.	
1 aspect	2,4 kg
2 aspect S10	4,2 kg
2 aspect S11 (i.e. NO background screen included)	3,3 kg
3 aspect	5,7 kg
4 aspect	7,4 kg
5 aspect (including side-mounting bracket)	9,6 kg
Pluggable connector for LED module (one per aspect)	
	MOLEX MiniFit™ wire-to-wire.

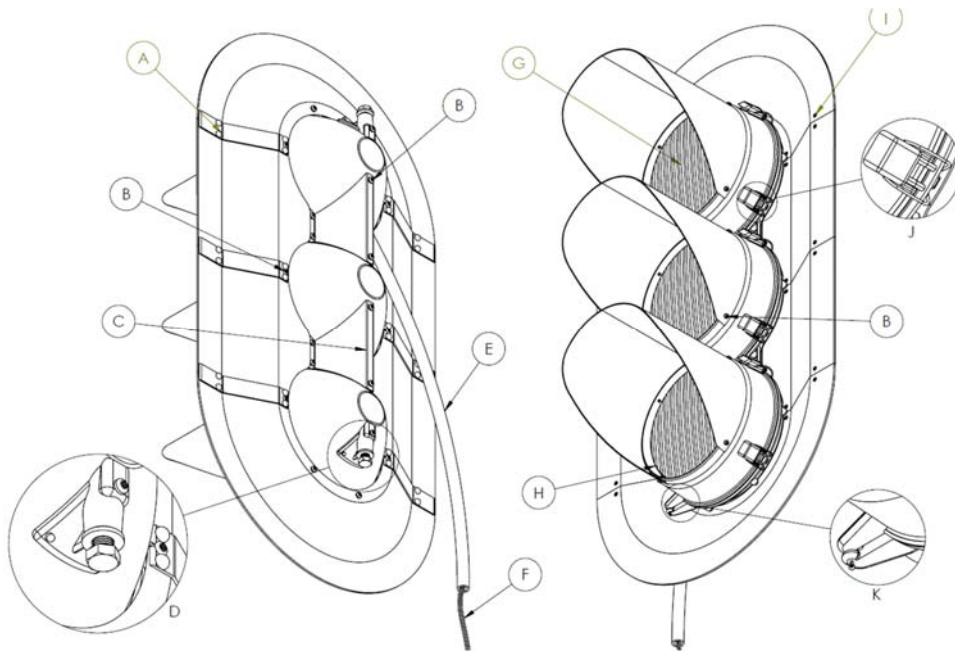


Figure 1: Traffic Light Detail

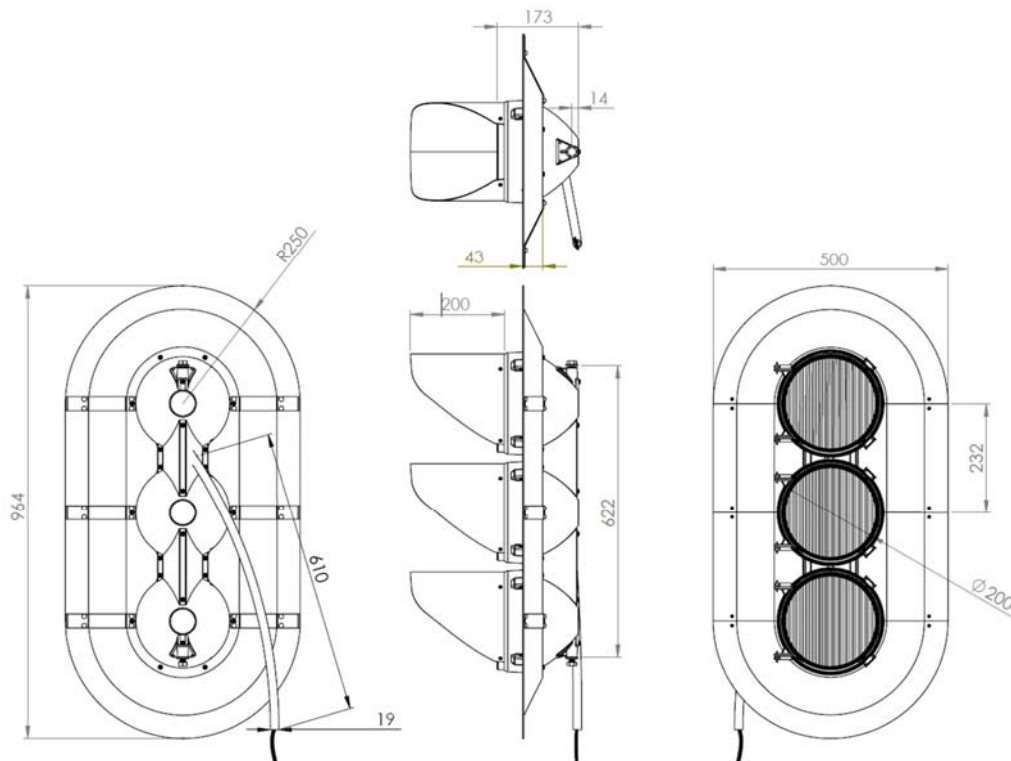


Figure 2: Aspect Traffic Light Dimensions

(Take note of mounting-hole centres which must correspond to mounting-holes on the signal head.)

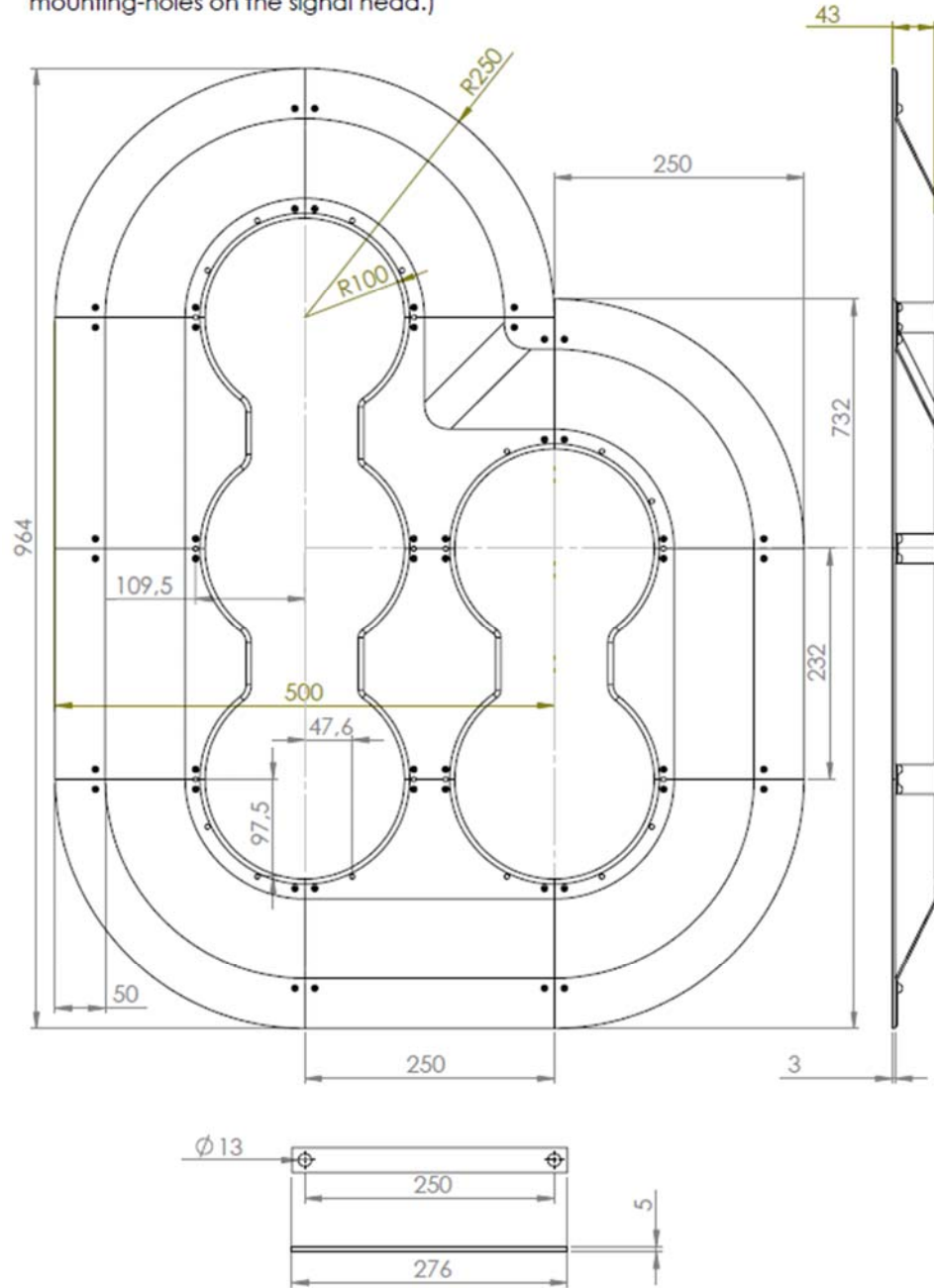


Figure 3: Background Screen and Side-mounting Bracket Dimensions

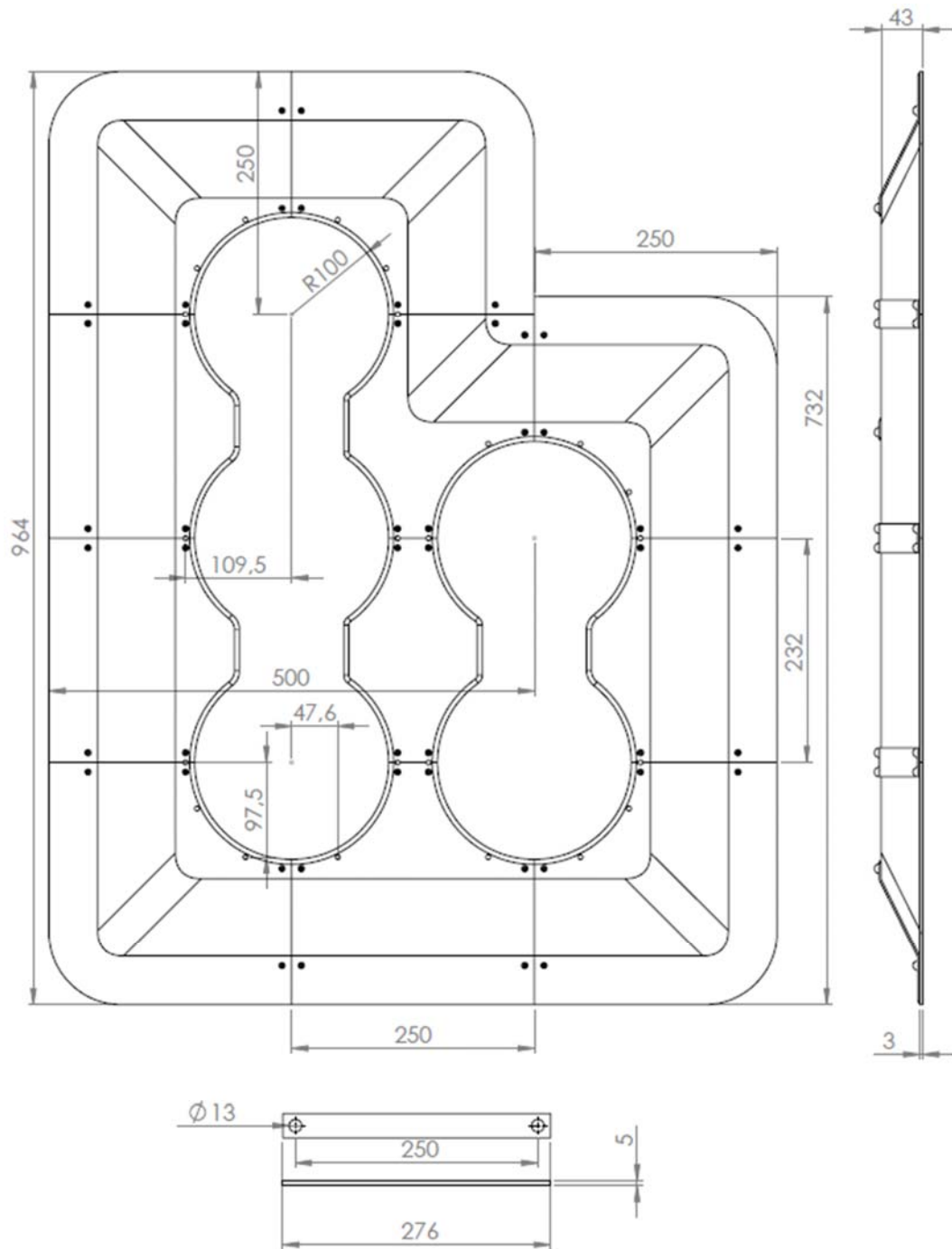


Figure 4: Background Screen and Side-mounting Bracket Dimensions

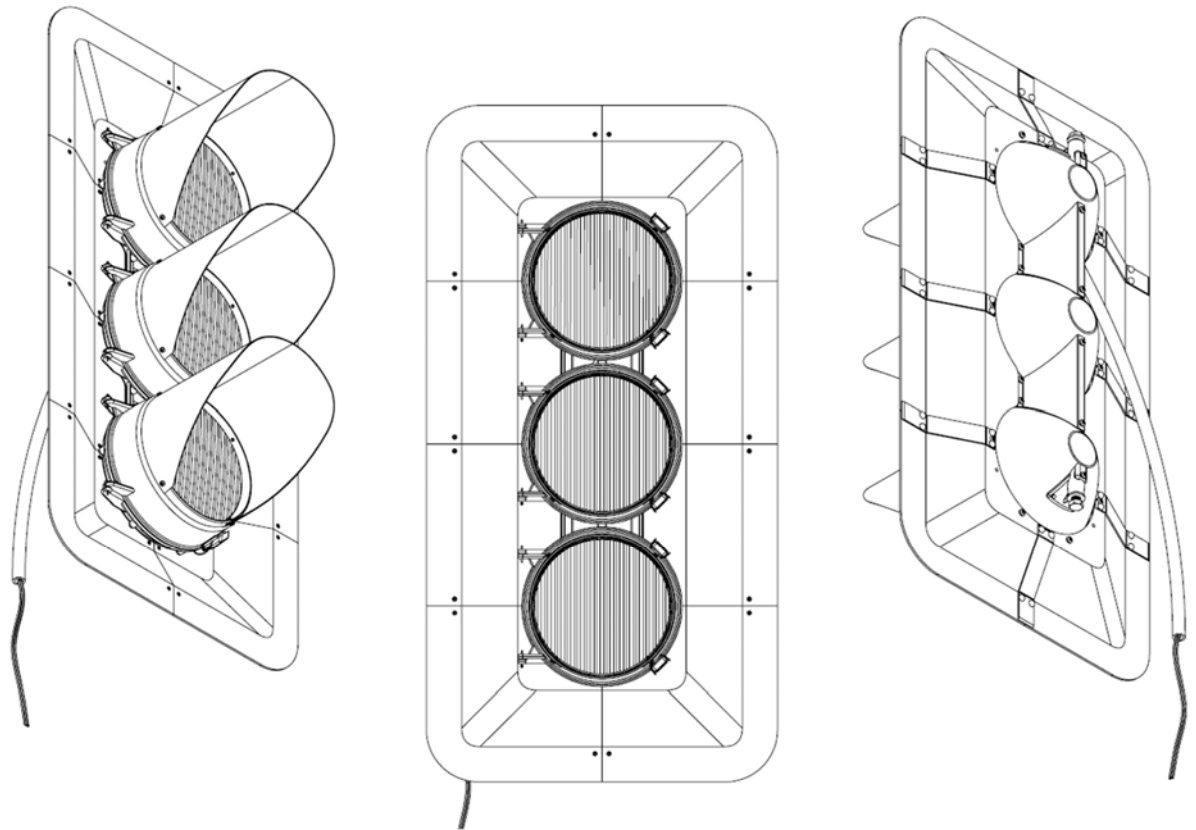


Figure 5: 3-Aspect with a Rectangular Background Screen

**c. Pole-Mounting Straps**

The pole-mounting strap shall consist of a 60 mm, right-angle bracket with two buckles and a tensioning set screw with nut. These components must be hot-dip galvanised. The pole strap shall be manufactured from hot-dip galvanised steel, 25 mm wide by 1.2 mm thick and shall be designed to fit poles ranging from 100 mm to 170 mm in diameter. Pole straps that require crimping or band-it strapping will not be acceptable. As an optional extra hot-dip galvanised right angle brackets, 130 mm long, must also be available to allow mounting of signal heads at ninety degrees on the same pole.

**d. Pole-Top Terminal Boxes  
Construction**

The base of the pole-top terminal box shall be made of UV stabilised nylon with a 30% glass fill, and shall not distort or corrode after prolonged exposure to outdoor conditions. It shall be designed to fit into a 114 mm O.D. pole with a wall thickness varying from 2 mm to 6 mm and shall be supplied complete with an adequate number of 6-way, 15 A terminal strips. Six tapered knock-outs shall be provided in the base to accommodate the PVC conduit for each traffic light mounted on the pole. The cover of the terminal box shall also be manufactured from UV stabilised nylon with a 30% glass fill and be held in position with two quick-release catches. Provision shall be made for fastening of cables to the base of the terminal box.

**Mounting**

The pole top terminal box is fixed to the cables by the base-plate. The weight of the cables ensures that the terminal box remains perched on top of the pole.

**Finish**

All parts, being corrosion-proof, shall be left uncoated and shall be pigmented matt black.

**e. Standard Traffic Light Poles  
Construction**

The poles shall be 114 mm diameter by 3.3 m long. When installed the pole top shall be 3.3 m from pavement level as only the foundation frame will be installed below ground level.

A robust foundation frame complete with foundation bolts, nuts and cable duct shall be supplied with each pole.

The base of the pole must be designed to fracture on impact without damaging the foundation or foundation frame to facilitate maintenance. Provision must be made to earth the top of the pole with a 10 mm set screw and nut.

**Material**

The pole shall be manufactured from first grade steel tubing, adequately rated for the maximum loading due to the fixed mass as well as wind load. No butt or longitudinal welds will be permitted.

**Finish**

The pole must be thoroughly cleaned and primed with red oxide primer.

**f. Totem Traffic Light Poles  
Construction**

The pole shall be designed to support signals at standard height, as well as supplementary signals at the top of the extended pole. When traffic lights are mounted on the pole the minimum distance between the red signal, mounted at standard height, and the green signal, mounted at extended height, must not be less than 1 m even when four aspect traffic lights are used. When installed the pole shall not be less than 6.2 m from pavement level to the top of the pole. Traffic lights and background screens with a total mass of 100 kg and projected windage area of 2.6 m<sup>2</sup> will be fixed to the pole. The lower section of the pole shall have an outside diameter of at least 152 mm.

The pole shall be supplied complete with foundation frame, mounting bolts and levelling washers (conventional hook bolts are not acceptable). Fixing bolts for the pole as well as a cable duct must also be supplied.

**Material**

The pole shall be manufactured from first grade steel tubing, adequately rated for the maximum loading due to the fixed mass as well as wind load. No butt or longitudinal welds will be permitted.

**FINISH**

All parts, excluding the foundation frame, shall be thoroughly cleaned and primed with red oxide. Fillet welds shall be neat and thoroughly cleaned before priming.

**g. Cantilever Traffic Light Poles  
Construction**

The pole shall be designed to support a fixed bracket 6.4 m above road level, overhanging 5 m from the vertical pole. Traffic signal heads and background screens with a total mass of 50 kg and projected windage area of 1.3 m<sup>2</sup> will be fixed to the bracket. The pole shall be supplied in two sections, each not exceeding 6 m in length, to facilitate transport, storage and installation.

The fixed bracket at the end of the cantilever shall be designed to accommodate any of the following signal configurations complete with background screens:

- 1 × 3 aspect S1, S2, S3 or S4
- 1 × 4 aspect, S5, S6 or S7
- 1 × 5 aspect, S8 or S9
- 2 × 3 aspect side by side, S4/S1R

It shall also be possible to mount the signals back to back on the cantilever.

---

The minimum clearance of the overhang arm shall not be less than 5.1 m measured at a point 1 m from the centre of the vertical pole. The clearance between the highest point on the road and the lowest point on the overhead signal (normally the bottom of the background screen) must exceed 5.1 m.

The cantilever shall be pivoted at the mast to facilitate installation and maintenance.

The pole shall be supplied complete with a foundation frame, mounting bolts and levelling washers (conventional hook bolts are not acceptable). Fixing bolts for the pole and overhead suspension bracket as well as a cable duct must also be supplied.

**Material**

The pole shall be manufactured from first grade steel tubing adequately rated for the maximum loading due to the fixed mass and windage. No butt or longitudinal welds will be permitted.

**Finish**

All parts, excluding the foundation frame, shall be thoroughly cleaned and primed with red oxide. Fillet welds shall be neat and thoroughly cleaned before priming.

**h. Pedestrian Push Button Stations  
Construction**

Pedestrian push buttons shall have an adequately rated green pushbutton, with one normally open contact, housed in a robust, reinforced nylon enclosure. The enclosure shall have an indented walking-man emblem and shall be tamper proof, i.e.:

- Screws shall have allen key drives to deter vandals.
- Buttons with threaded locating rings, which can be loosened from the front of the housing, will not be permitted.
- The enclosure shall not be easily bent or broken by hand.

**Material**

- The enclosure shall be made from UV stabilised nylon with a 30 % glass fill for rigidity.
- Screws and nuts shall be made from grade 304 stainless steel.
- The indented emblem shall be a seven-year, retro-reflective vinyl sticker.

**Mounting**

Each pedestrian push button shall be supplied with a universal pole mounting strap suitable for poles from 100 mm in diameter to 170 mm in diameter. The enclosure must be designed in such a way that it does not distort when the pole strap is tightened.

**Cable Entry**

The pedestrian pushbutton housing shall have the option of a threaded hole at the bottom to fit a No. 0 cable gland (20 mm conduit thread). An alternative cable entry at the back of the push button housing shall also be provided.

**Finish**

The pedestrian push button station shall be pigmented matt black, not coated. The indented emblem shall be a yellow, retro-reflective, vinyl sticker.



**Contact**

The push-button operates a normally open contact. The contact is enclosed inside the housing and is rated at 250 VDC, 0,5 A. The contact terminal connections can accommodate a 2,5 mm<sup>2</sup> copper wire.

**IP Rating**

The pushbutton housing is sealed with an EPDM rubber gasket and is rated IP65 (dust tight and protected from ingress of water).



Figure 6: Typical Pedestrian Push Button Stations

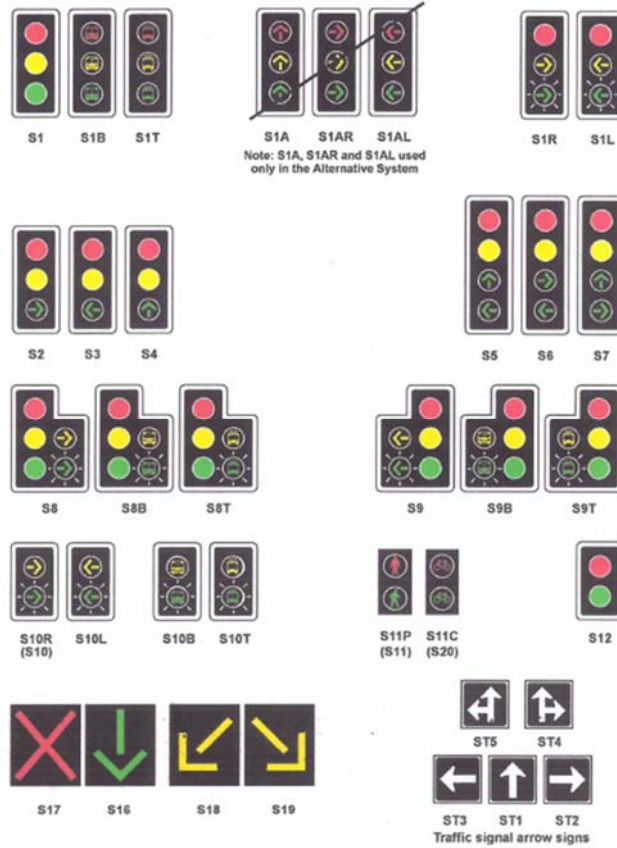


Figure 7: Standard Signal Faces

**C3.2 General Specifications****C3.2.1 LAW - NATIONAL AND INTERNATIONAL STANDARDS**

All IEC, BS, NRS, SANS, ASCE, ISO codes and National Law applicable to the disciplines listed below shall apply to this project:

ACT 73/1898 Environmental Conservation act.

ACT 85/1993 Machinery and Occupational Safety Act 85 of 1993 with special reference to Section 1 (Act & Regulations), Section 2 (Administrative Regulations), Section 6 (Electrical Installation Regulations) and Section 16 (General Safety Regulations)

**C3.2.2 ESKOM STANDARDS AND SPECIFICATIONS**

In order to achieve a countrywide standard, the Eskom Specifications will be used for reference purposes. These specifications are also available on the Eskom website ([www.scot.eskom.co.za](http://www.scot.eskom.co.za)). Note that a fee is payable for this service.

NO.	REV / YEAR	DESCRIPTION
240-61182655	2	Maintenance Standard: Substation electrical components
240-70819719	1	Minimum required test for switchgear
240-70863759	1	Procedure for topping up SF6 gas filled GIS equipment
240-77479587	0	Infra-red scanning of High Voltage current carrying equipment
240-86739185	1	Maintenance standard for SF6 outdoor Circuit Breakers
240-132405020		Circuit Breaker
240-132470698	1	CMMS PM task list requirements for SF6 outdoor Circuit Breakers
240-135662159	1	Distribution test procedure for the testing of Circuit Breakers
240-89280453	1	Maintenance standard for post type Current Transformers
240-123182101	0	Secondary plant maintenance of Current Transformers
240-86768820	1	Maintenance standard for Disconnectors and Earthing Switches with voltage up to 765kV
240-117488195	1	Scope of work and work report for Isolator and Earth Switch maintenance
240-133133176	1	Scope of work for post type VT condition based maintenance
240-133133178	1	Voltage Transformer maintenance task lists
240-56997043	2	Maintenance standard for MV indoor primary switchgear
240-69387838	2	Maintenance standard for power & auxiliary transformers, NEC's, NECRT's and oil filled reactors
240-75661431	1	Specification for mineral insulating oils (uninhibited and inhibited) - purchase management maintenance and testing
240-91180732	1	Storage and maintenance of Eskom oil filled transformers and reactors at various sites
240-132470696	1	Maintenance task list for power transformers and reactors

NO.	REV / YEAR	DESCRIPTION
240-107952530	1	Maintenance standard for MV cable systems
240-60867489	4	Maintenance engineering strategy for tariff metering
240-84854884	1	Maintenance engineering standard for protection - transformer & reactors
240-125608090	1	Distribution standard for the maintenance of protection equipment
240-61182045	2	Maintenance engineering standard for batteries and chargers
240-112599178	1	Maintenance procedure for dc supply equipment
240-131061685	2	Battery charger maintenance task lists
240-131935522	1	Battery maintenance task lists
34-1441	1	Routine inspection and maintenance of sub transmission and distribution lines
240-82421511	1	Maintenance standard for metal structured power lines
240-123764966	2	Stay assembly maintenance

### C3.2.3 NATIONAL AND INTERNATIONAL STANDARDS

All replacement material, where applicable, shall comply with the relevant SANS standard.

## MIDVAAL LOCAL MUNICIPALITY



### THE CONTRACT:

### PART C4: SITE INFORMATION

---

**PART C4: SITE INFORMATION**

**C4.1 GENERAL**

The site falls within the jurisdiction of Midvaal Local Municipality.

The Contractor shall cater for his own water, electricity and sanitation requirements.

The sites fall within the jurisdiction of Midvaal Local Municipality and can be summarised as follows:

- 20 MVA, 88/11 kV Eyestone Substation. The substation co-ordinate is S26° 23' 8.42" and E28° 01' 24.51".
- 60 MVA, 88/11 kV Graceview Substation. The substation co-ordinate is S26° 25' 39.55" and E28° 03' 45.22".
- 20 MVA, 88/11 kV Risiville Substation. The substation co-ordinate is S26° 38' 56.90" and E27° 59' 33.45".
- 60 MVA, 11 kV Meyerton Munic (M1) Substation. The substation co-ordinate is S26° 34' 03.25" and E28° 00' 15.94".
- 40 MVA 88/11 kV Sicelo Substation. The substation co-ordinate is S26° 32' 21.55" and E27° 59' 56.11".

Access to the substation/s shall be arranged at least two days prior to the intended site inspection with the respective area foreman.

It is to be noted that the Eyestone Substation is accessed via the Eye of Africa Signature Golf Estate, therefore it will be a further requirement that the appointed tenderer register with the estate to gain access.

The onus will be on the Contractor to acquaint himself with the site conditions before the tender closing date.

It is recorded that the Contractor has, before signature of this Contract, carried out a site inspection in order to acquaint itself with the site conditions, access and all other matters relating to the site.

.....  
Signature

.....  
Date

.....  
Position

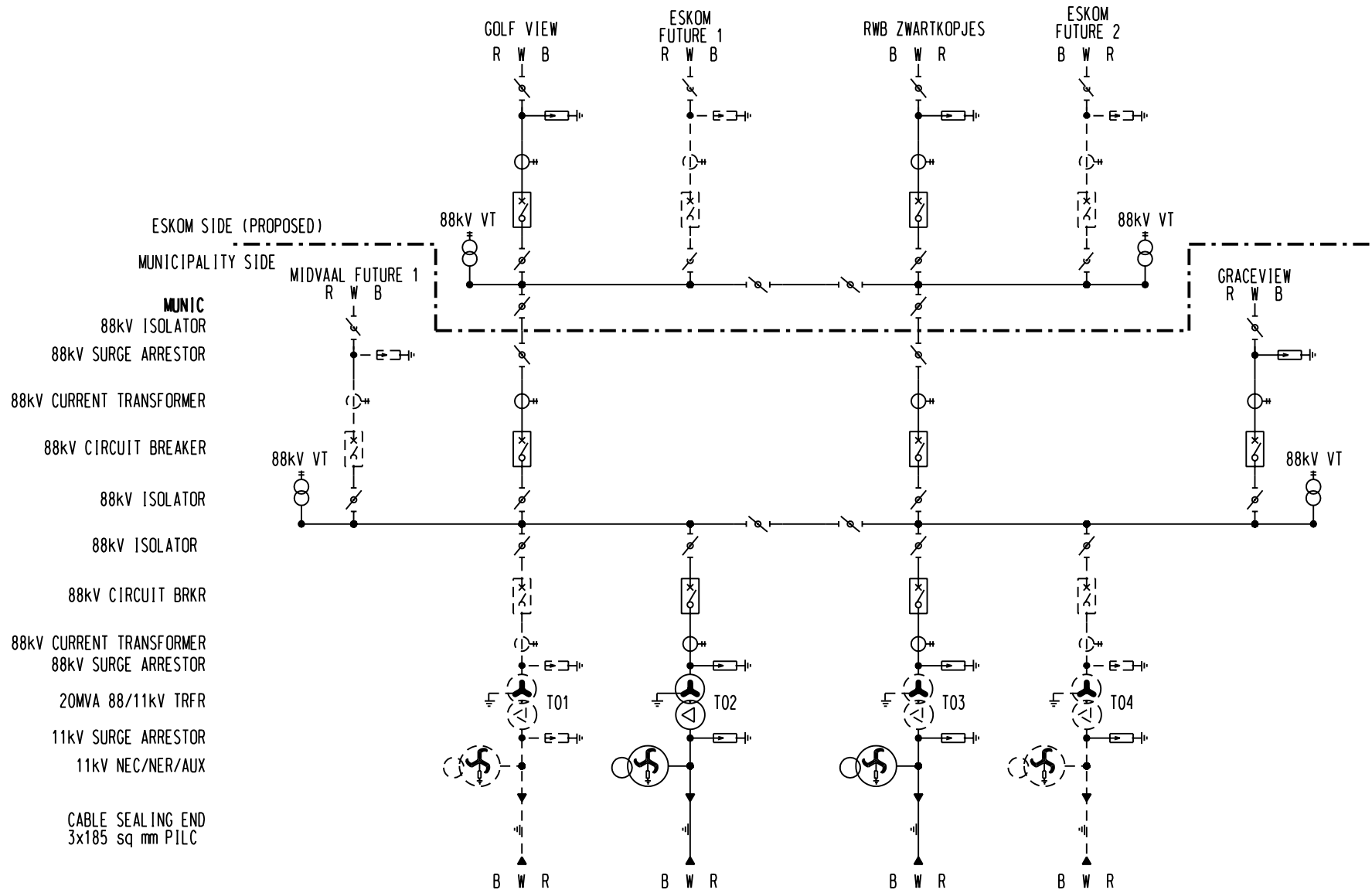
.....  
Name of Bidder

**C4.2 EMPLOYER HEALTH & SAFETY SPECIFICATION**

**C4.3 EMPLOYER ENVIRONMENTAL MANAGEMENT PLAN**

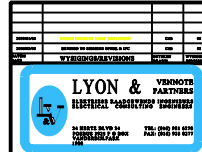
**C4.4 DRAWING**





- ESKOM
- 88kV ISOLATOR
- 88kV SURGE ARRESTOR
- 88kV CURRENT TRANSFORMER
- 88kV CIRCUIT BREAKER
- 88kV ISOLATOR
- 88kV ISOLATOR

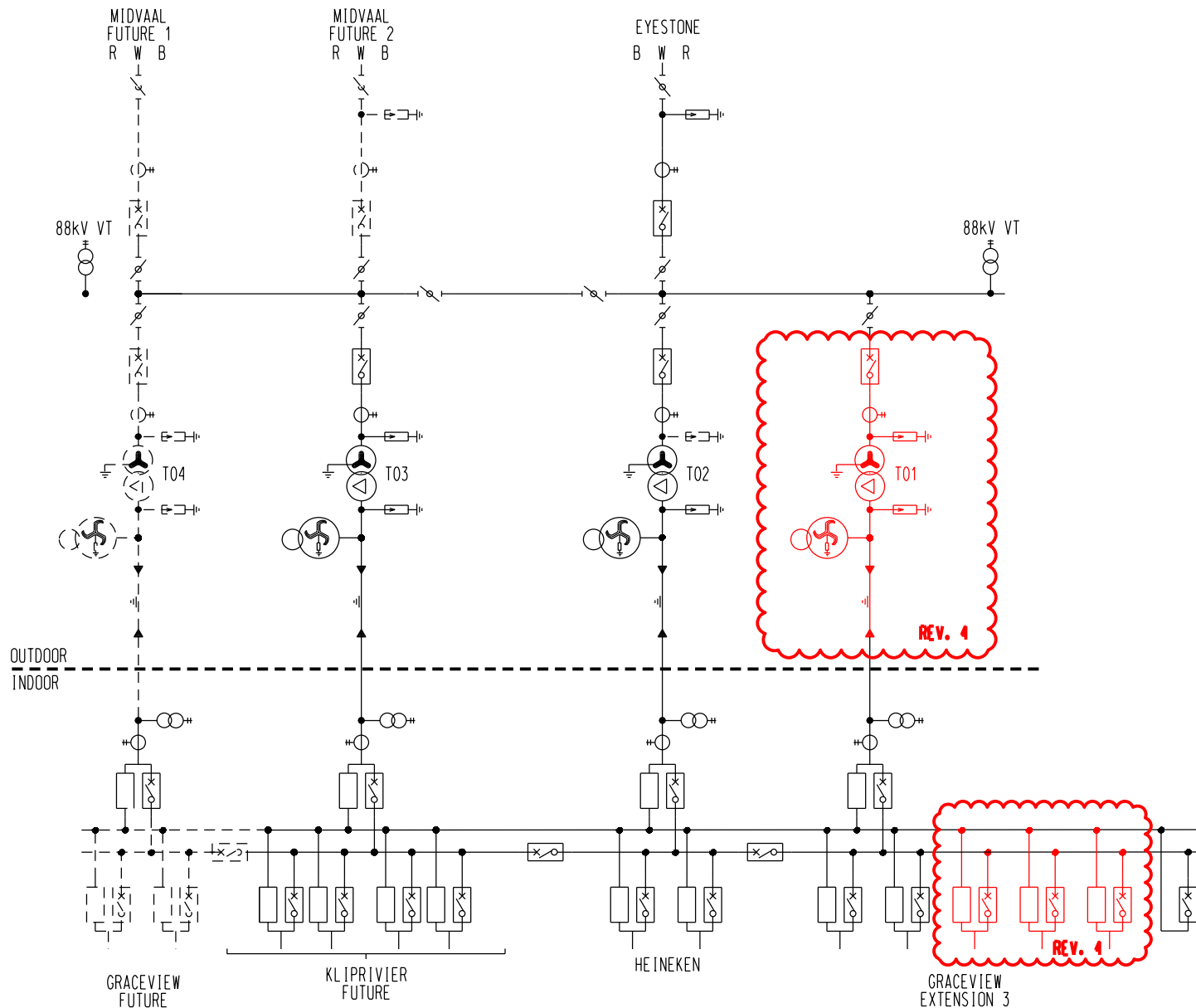
- MUNIC
- 88kV ISOLATOR
- 88kV SURGE ARRESTOR
- 88kV CURRENT TRANSFORMER
- 88kV CIRCUIT BREAKER
- 88kV ISOLATOR
- 88kV ISOLATOR
- 88kV CIRCUIT BRKR
- 88kV CURRENT TRANSFORMER
- 88kV SURGE ARRESTOR
- 20MVA 88/11kV TRFR
- 11kV SURGE ARRESTOR
- 11kV NEC/NER/AUX
- CABLE SEALING END
- 3x185 sq mm PILC



EYE OF AFRICA DEVELOPMENTS

EYESTONE SUBSTATION  
88/11kV STATION  
ELECTRIC DIAGRAM

DESIGNED BY: M LYON Pr Eng	DRAWN BY: M LYON Pr Eng
CHECKED BY: C de Beer	DATE: 19 JUL 2007
TOTALS APPROVALS:	SCALE:
TOTAL NO. OF STAGES:	N.T.S.
TOTALS CONNECTIONS:	DATE:
19 JUL 2007	
PROJECT NO.:	SHEET NO. OF 01
VE 0110/6/2	02



- 88kV ISOLATOR
- 88kV SURGE ARRESTOR
- 88kV CURRENT TRANSFORMER
- 88kV CIRCUIT BREAKER
- 88kV ISOLATOR
- 88kV BUSBAR & VOLTAGE TRANSFORMERS
- 88kV ISOLATOR
- 88kV CIRCUIT BREAKER
- 88kV CURRENT TRANSFORMER
- 88kV SURGE ARRESTOR
- 20MVA 88/11kV TRFR
- 11kV SURGE ARRESTOR
- 11kV NEC/NER/AUX TRFR

11kV CABLE END  
3 x 240 sq mm 3C  
PILC CABLE

- 11kV VOLTAGE TRANSFORMER
- 11kV CURRENT TRANSFORMER
- 11kV INCOMER BREAKER
- 11kV DOUBLE BUSBARS
- 11kV FEEDER BREAKERS

NO.	DESCRIPTION	DATE	BY
001	ISSUED FOR CONSTRUCTION	13 SEPTEMBER 2007	ML
002	AS BUILT	03	ML
003	REVISIONS/REVISIONS		

ISSUED FOR:

**ASB**  
ASB GROUP

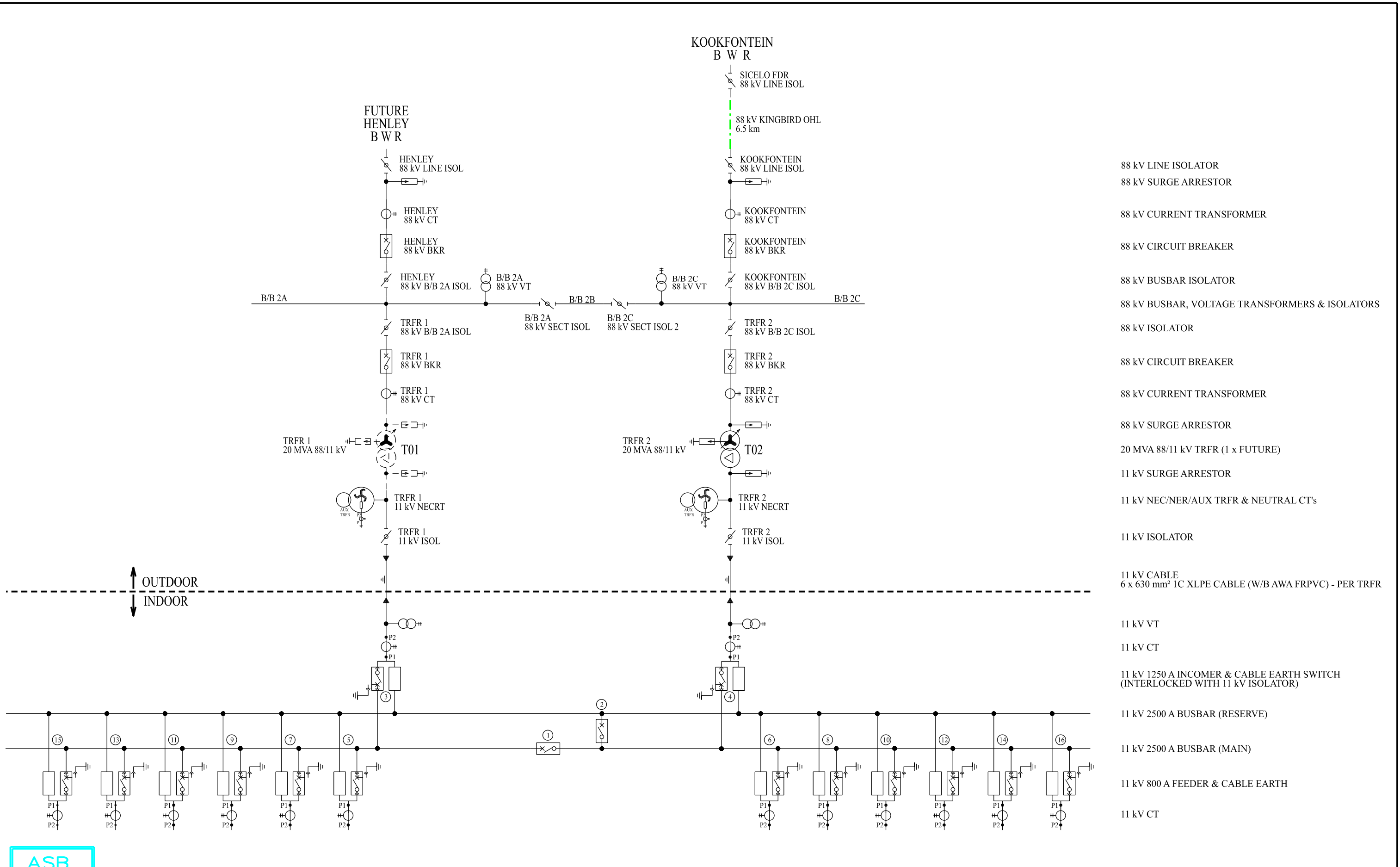
24 HERTZ BLVD 24  
PO BOX 2425 P O BOX  
VANDERBIJLPARK  
1908  
TEL: (0161) 981 6278  
FAX: (0161) 933 8277  
E-MAIL: M.Lyon@asb.co.za  
Mariusus Lyoni@asb.co.za  
Mariusus Storm@asb.co.za

ELECTRICAL CONSULTING ENGINEERS  
ELECTRIESE HANDEWENDE INGENIEURS

**COOL RUNNINGS INVESTMENTS 22 (PTY) LTD**

**GRACEVIEW SUBSTATION 88/11kV STATION ELECTRIC DIAGRAM**

DESIGNER: M. LYON Pr Eng	ENGINEER: M. LYON Pr Eng
CHECKED:	GETEKEN: DRAWN: C de Beer
TOTAL AANTAL ERWE: TOTAL NO. OF STANDS:	SCALE: N.T.S.
TOTAL KONNEKSIES: TOTAL CONNECTIONS:	DATE: 12 NOVEMBER 2007
TEKENING NOMMER: DRAWING NUMBER: VE 0110/6/2	SHEET 01 OF 01 REVISION NO: 06



- 88 kV LINE ISOLATOR
- 88 kV SURGE ARRESTOR
- 88 kV CURRENT TRANSFORMER
- 88 kV CIRCUIT BREAKER
- 88 kV BUSBAR ISOLATOR
- 88 kV BUSBAR, VOLTAGE TRANSFORMERS & ISOLATORS
- 88 kV ISOLATOR
- 88 kV CIRCUIT BREAKER
- 88 kV CURRENT TRANSFORMER
- 88 kV SURGE ARRESTOR
- 20 MVA 88/11 kV TRFR (1 x FUTURE)
- 11 kV SURGE ARRESTOR
- 11 kV NEC/NER/AUX TRFR & NEUTRAL CT's
- 11 kV ISOLATOR
- 11 kV CABLE  
6 x 630 mm<sup>2</sup> 1C XLPE CABLE (W/B AWA FRPVC) - PER TRFR
- 11 kV VT
- 11 kV CT
- 11 kV 1250 A INCOMER & CABLE EARTH SWITCH  
(INTERLOCKED WITH 11 kV ISOLATOR)
- 11 kV 2500 A BUSBAR (RESERVE)
- 11 kV 2500 A BUSBAR (MAIN)
- 11 kV 800 A FEEDER & CABLE EARTH
- 11 kV CT



THE ORIGINAL SIGNED DRAWING IS AVAILABLE AT THE OFFICE'S OF LYON & PARTNERS

As-Built	2022-05-09				Engineer:	M LYON Pr Eng
Construction					Design:	C DE BEER Pr Tech Eng
Tender					Drawn:	C DE BEER Pr Tech Eng
Approval		2022-05-09	AS BUILT	CdB	3	Approved:
Information		2022-02-07	OHL ADDED	CdB	2	
Planning		2021-01-21	ISSUED FOR CONSTRUCTION	CdB	1	
Date	Date	REVISIONS	Drawn	Rev. No	Date:	10 JULY 2018



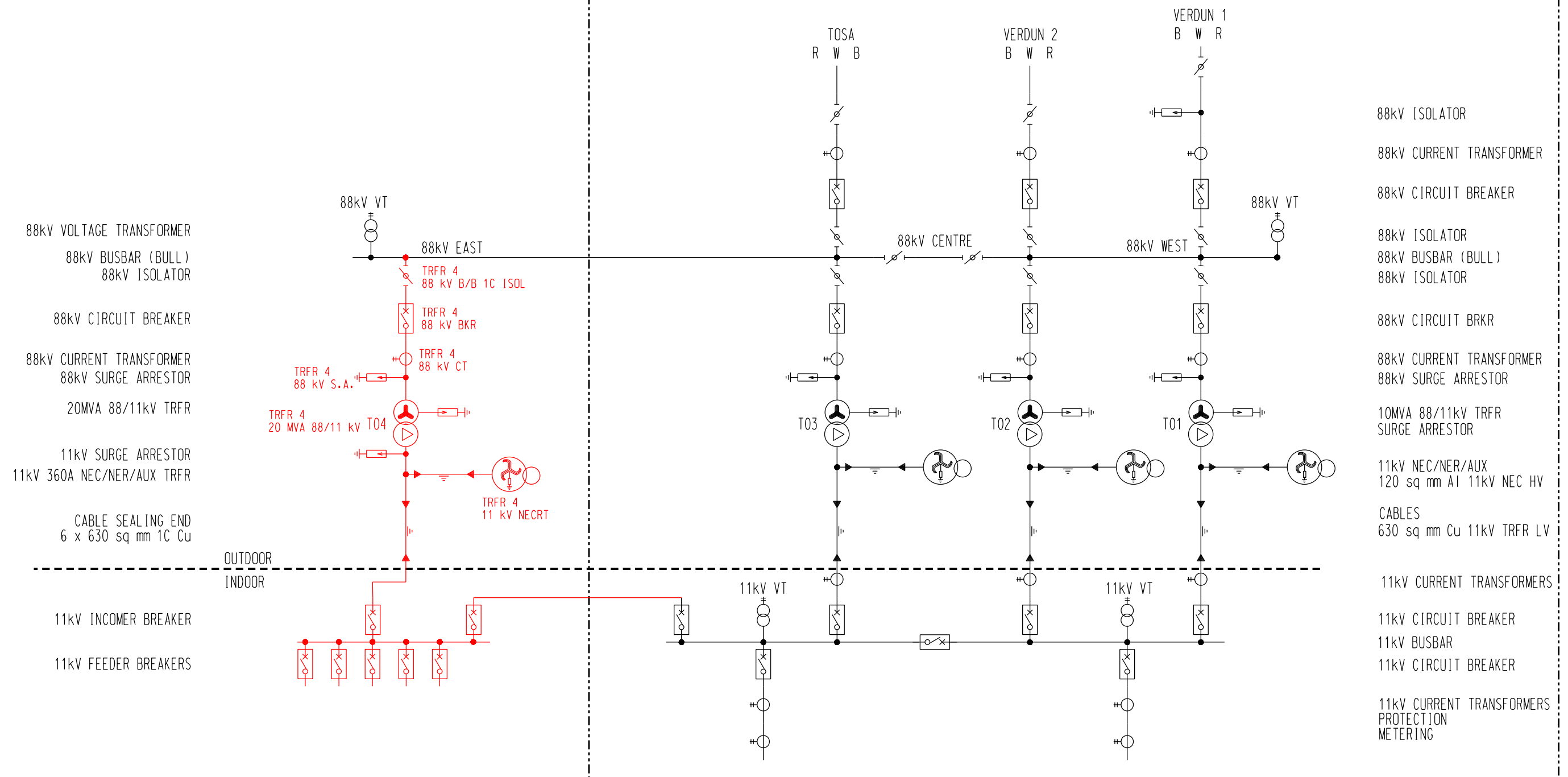
SICELO 40 MVA 88/11 kV  
SUBSTATION  
STATION ELECTRICAL DIAGRAM



REFER TO SHEET 2 FOR INSTRUMENT TRANSFORMER RATIOS	
SCALE: NTS	
DRAWING NUMBER: SHEET 01 OF 02	REV. NO: 3
VE1101-1-SUB-SED	

# MIDVAAL MUNICIPALITY

# EMFULENI MUNICIPALITY



TEKENING NOMMER / DRAWING NUMBER	VEL SHEET	BESKRYWING / DESCRIPTION
VE0110/27	09	SITE LAYOUT
VE0110/27	08	SWITCHGEAR PANEL LAYOUT
VE0110/27	07	SWITCHGEAR BUILDING
VE0110/27	06	EQUIPMENT LAYOUT
VE0110/27	05	STEELWORK LAYOUT
VE0110/27	04	FOUNDATION LAYOUT
VE0110/27	03	EARTHGRID LAYOUT
VE0110/27	02	GENERAL ARRANGEMENT
VE0110/27	01	STATION ELECTRIC DIAGRAM
VERWYSINGS TEKENINGE / REFERENCE DRAWINGS		



THE ORIGINAL SIGNED DRAWING IS AVAILABLE AT THE OFFICE'S OF LYON & PARTNERS

Date	Date	REVISIONS	Drawn	Rev. No	Date
2017-11-08	2016/04/08	AS BUILT	CDB	02	01 January 2015
		ISSUED FOR CONSTRUCTION	CDB	01	

Engineer:	M LYON Pr Eng, Pr CPM
Design:	
Drawn:	C DE BEER
Approved:	

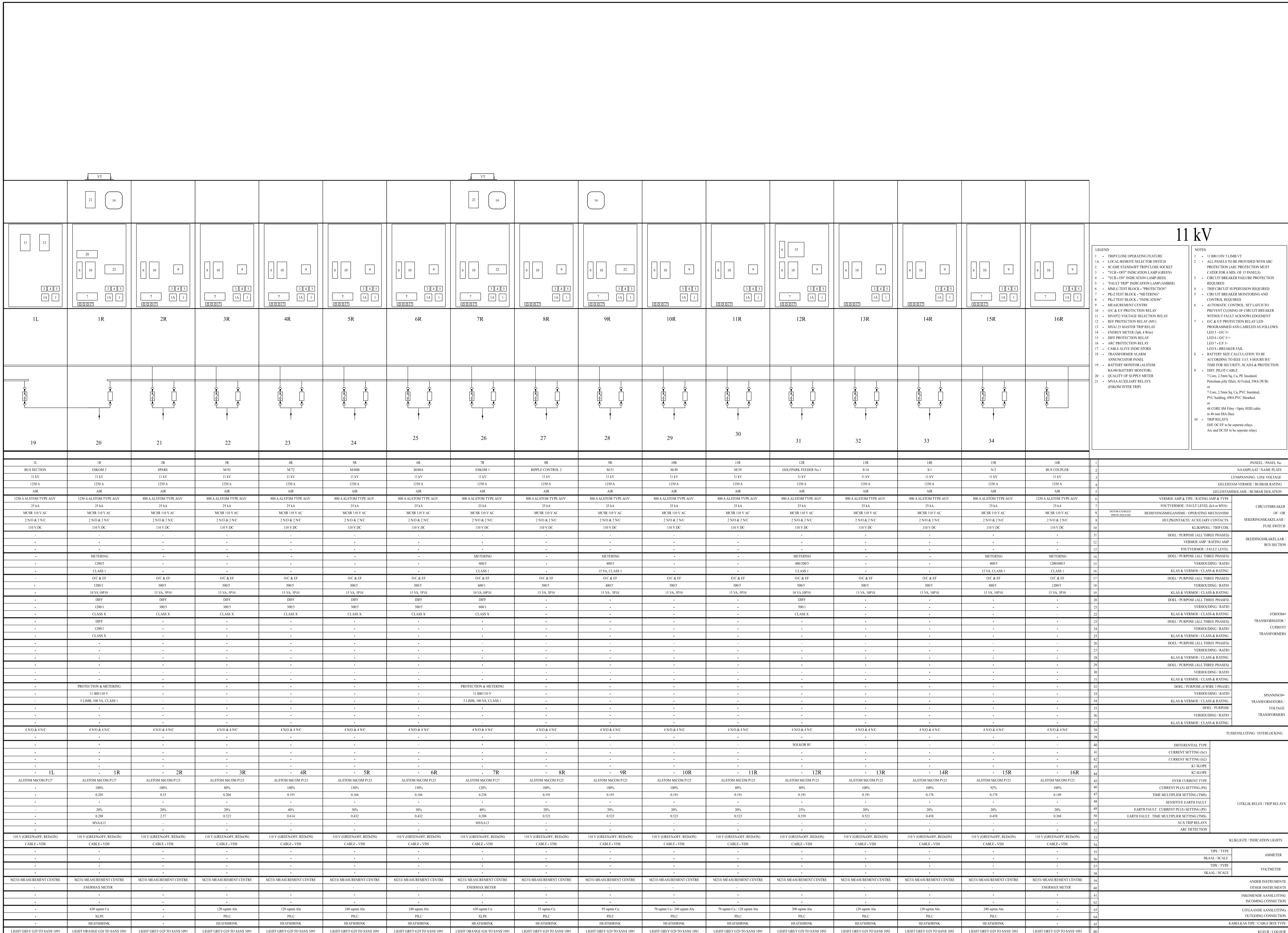


RISIVILLE (THREE RIVERS) SUBSTATION  
20MVA, 88/11kV  
NEW TRANSFORMER BAY  
STATION ELECTRIC DIAGRAM



SCALE:	NTS
DRAWING NUMBER:	SHEET 01 OF 09
VE0110/27	REV. NO: 02





11 kV

**LEGEND**

- 1 TRIP CLOSE OPERATING FEATURE
- 2 LOCAL REMOTE SELECTOR SWITCH
- 3 SCHEME STAND-OFF TRIP CLOSE SOCKET
- 4 "VCH-ON" INDICATION LAMP (GREEN)
- 5 "VCH-ON" INDICATION LAMP (RED)
- 6 "FAULT TRIP" INDICATION LAMP (AMBER)
- 7 MISC TEST BLOCK - "PROTECTION"
- 8 PK-2 TEST BLOCK - "METERING"
- 9 PK-2 TEST BLOCK - "INDICATION"
- 10 MEASUREMENT CENTRE
- 11 DC & EF PROTECTION RELAY
- 12 MVA/23 MASTER TRIP RELAY
- 13 ENGRY METER (0.4-100kV)
- 14 DIFF PROTECTION RELAY
- 15 CABLE ALIVE INDICATORS
- 16 ARC PROTECTION RELAY
- 17 CABLE ALIVE INDICATORS
- 18 TRANSFORMER ALARM ANNUNCIATOR PANEL
- 19 BATTERY MONITOR (ALUMINUM BATTERY MONITOR)
- 20 QUALITY OF SUPPLY METER
- 21 MVA AUXILIARY RELAYS (ISOM INTER TRIP)

**NOTES**

- 1100/10V 5 LIMBYT
- ALL PANELS TO BE PROVIDED WITH ARC PROTECTION (ARC PROTECTION MUST BE PROVIDED FOR ALL 15 PANELS)
- CIRCUIT BREAKER FAILURE PROTECTION REQUIRED
- TRIP CIRCUIT SUPERVISION REQUIRED
- CIRCUIT BREAKER MONITORING AND CONTROL REQUIRED
- AUTOMATIC CONTROL SET LATCH TO PREVENT CLOSING OF CIRCUIT BREAKER WITHOUT FULL ACKNOWLEDGEMENT
- DC & EF PROTECTION RELAY LED PROGRAMMED AND LABELED AS FOLLOWS:  
LED 1 - DC 1-  
LED 2 - EF 1-  
LED 3 - EF 2-  
LED 4 - DC 2-
- BATTERY SIZE CALCULATION TO BE ACCORDING TO IEEE 1115 4 HOURS RUN TIME FOR SECURITY, SCADA & PROTECTION
- DIFF PILOT CABLE
- Com: 2mm Sq. Cu. PVC Insulated, PVC Jodding, SWA PVC Sheathed, 60 Cable SM Fibre, Optic FIBER cable in 40mm DRA Duct
- TRIP RELAYS  
DIE OFF TO BE SEPARATE RELAYS  
Arc and OCEP TO BE SEPARATE RELAYS

2018-09-28	AS BUILT	CDB	02
2018-05-10	ISSUED FOR CONSTRUCTION	CDB	01
DATE:	REVISIONS	DRAWN	REVISIONS NO

**ASB**  
AS BUILT

As-Built	DATE:	DATUM
Construction	DATE:	
Tender	DATE:	
Approval	DATE:	
Information	DATE:	
Planning	DATE:	

ISSUED FOR:

CONTRACTORS ARE TO CHECK ALL DIMENSIONS AND LEVELS BEFORE ANY WORK COMMENCES AND TO REFER ANY APPARENT DISCREPANCY TO THE ENGINEER. THIS DRAWING IS THE SOLE PROPERTY OF LYON AND PARTNERS, AND MAY NOT BE COPIED OR REPRODUCED WITHOUT THE OWNER'S WRITTEN CONSENT.

**LYON PARTNERS** Lyon and Partners (Pty) Ltd

24 Heron Blvd 24  
Postbox 3025 PO Box  
VANDERBILT PARK  
1900

E-Mail: [matthew.lyon@lyon.co.za](mailto:matthew.lyon@lyon.co.za)  
[hennie.storm@lyon.co.za](mailto:hennie.storm@lyon.co.za)

Raadgewende Elektriese Ingenieurs & Projektbestuurders  
T: (016) 981 6270 F: (016) 933 0237

Consulting Electrical Engineers & Project Managers  
PO Box 1901 Vanderbijlpark 1900

<b>MEYERTON MUNIC (M1) SUBSTATION</b>	
<b>PROTECTION REPLACEMENT SWITCHGEAR PANEL SCHEDULE</b>	
DESIGN: C DE BEER	ENGINEER: M LYON Pr Eng, Pr CPM
APPROVED:	DRAWN:
C DE BEER	C DE BEER
TOTAL NO. OF STANDS: N/A	SCALE:
TOTAL CONNECTIONS: N/A	NTS (A1)
ADMD: N/A	DATE:
COORDINATE SYSTEM: N/A	9 NOVEMBER 2016
DRAWING NUMBER: VE0110-1-1-SGSS	SHEET 02 OF 02 REVISION:
	02

THE ORIGINAL SIGNED DRAWING IS AVAILABLE AT THE OFFICES OF LYON AND PARTNERS