

# LEKWA LOCAL MUNICIPALITY



**BID No: DTS 10/2022/2023**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION.**

**Closing Date: 20 March 2023 @ 12h00**

## **VOLUME 1: TENDER DOCUMENT**

### **TENDER SUBMITTED BY:**

Name of Company : .....

Contact Name : .....

Contact No : .....

Address : .....

.....

**Tender Amount (VAT incl.)** : .....

Issued by:

Lekwa Local Municipality,  
Cnr. Dr Beyers Naude & Mbonani Mayisela Streets,  
Standerton  
2430.

Tel : (017) 712 9600



## LEKWA LOCAL MUNICIPALITY

# THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS,  
SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY  
(DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING  
OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20  
MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL  
MUNICIPALITY'S A-SUB SUBSTATION**

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

# THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

## PORTION 1: TENDER

## PART T1: TENDERING PROCEDURES

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END OF SECTION

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **LEKWA LOCAL MUNICIPALITY**

# **THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION**

## **PORTION 1: TENDER**

### **PART T1: TENDERING PROCEDURES**

#### **PART T1.1: TENDER NOTICE AND INVITATION TO TENDER**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Lekwa Local Municipality hereby invites bids for the following:

## TENDER ADVERT



### LEKWA LOCAL MUNICIPALITY

Tenders or Bid proposals are hereby invited from suitably qualified Suppliers for the following projects/services:

Tender No.	Tender Description	Service Provider	Compulsory briefing date time	CIDB Grading	Closing date & time	Briefing Venue
DTS 10/2022/2023	THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION	Supplier	13 March 2023 @ 11h00	N/A	20 March 2023 @ 12h00	Virtual Briefing

All the returnable documents will be listed in all the tender documents. The tender documents must be sealed in an envelope clearly marked **Tender No. DTS 10/2022/2023** and description as stated above. All tender documents must be deposited in the tender box situated at Records section at the Main Building, Cnr. Dr Beyers Naude & Mbonani Mayisela Streets, Standerton 2430. **Tender box is accessible Monday to Friday from 08h00 to 16h00.**

Documents will be available from the Cashiers Hall at non -refundable cost of R500.00 per document. It will also be available on the E-Tender. No email or facsimile transmission will be considered. All enquiries relating to this advert must be addressed to Mr O. Seope on 071 262 8292 or Email: Oseope@lekwalm.gov.za

Lekwa Local Municipality subscribe to the PPPFA and the 80/20 principle and functionality will be prequalification criteria to this bid where applicable. All bids submitted shall be valid for 90 days after the closing date. Lekwa Local Municipality reserves the right not to appoint any of the bids.

That it BE NOTED that all relevant protocols on COVID 19 will be adhered on the event of the briefing.

**Bidder to provide send an email response to O.seope@lekwalm.gov.za. By no later than 12h00 on 10 March 2023 indicating their intent to attend. The subject line of the email must read "10/2022/2023 Attendance Confirmation" only and the email content contain the company name, and email address(es) of attendees. An MS Team invitation will be sent to the respondents prior to the briefing session.**

**M J. LAMOLA  
MUNICIPAL MANAGER**

**NOTICE NO.15/2023**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

# THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

## PORTION 1: TENDER

## PART T1: TENDERING PROCEDURES

## PART T1.2: TENDER DATA

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## LEKWA LOCAL MUNICIPALITY

# THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

## PART T1.2: TENDER DATA

The Conditions of Tender reproduced in Section 3 are the Standard Conditions of Tender as contained in Annex F of SANS 294 – Construction Procurement Processes, Methods and Procedures which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data contained hereafter in Section 2 shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

Clause	Addition or Variation to Standard Conditions of Tender
<b>1.</b>	<b>General</b>
1.1	<i>Add the following:</i> The Employer is <b>Lekwa Local Municipality</b>
1.2	<i>Add the following:</i> The tender documents issued by the employer comprise of one volume only and consists of the following:  <b>VOLUME 1:                   TENDER DOCUMENT</b> <b>PORTION 1:                TENDER</b> <b>Part T1                    Tendering Procedures</b> Part T1.1                   Tender Notice and Invitation to Tender Part T1.2                   Tender Data Part T1.3                   Standard Conditions of Tender <b>Part T2                    Returnable Documents and Schedules</b> Part T2.1                   MBD Forms Part T2.2                   Returnable Documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
Part T2.3	Returnable Schedules
Part T2.4	Checklist
<b>PORTION 2:</b>	<b>CONTRACT</b>
<b>Part C1</b>	<b>Agreements and Contract Data</b>
Part C1.1	Form of Offer and Acceptance
Part C1.2	Contract Data
Part C1.3	Form of Guarantee
Part C1.4	Ministerial Determination
Part C1.5	Health & Safety Specifications by Employer
<b>Part C2</b>	<b>Pricing Data</b>
Part C2.1	Pricing Instructions
Part C2.2	Bill of Quantities
Part C2.3	Summary of Bill of Quantities
<b>Part C3</b>	<b>Scope of Work</b>
Part C3.1	Description of the Works
Part C3.2	Engineering
Part C3.3	Procurement
Part C3.4	Construction
Part C3.5	Specifications
<b>Part C4</b>	<b>Site Information</b>
Part C4.1	Scope of Site Information
Part C4.2	Subsoil Investigation
Part C4.3	Existing Services
<b>Part C5</b>	<b>Annexures</b>
	<p>The following publications form part of the contract documents but is not supplied by the Employer.</p> <p><b>VOLUME 2: GENERAL CONDITIONS OF CONTRACT</b></p> <p>The General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), as published by the South African Institution of Civil Engineering. This document is available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.</p> <p><b>VOLUME 3: SANS</b></p> <p>The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards North Africa (a division of SABS) in Pretoria. SANS 10396:</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	<p>2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures</p> <p>SANS 1914 – 1 to 6 (2002): Targeted Construction Procurement SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts SANS 1921 – 2 (2004): Construction and Management Requirements for Works Contracts</p> <p>Volume 1 is deemed the “Returnable Documents” which must be returned to the Employer in terms of submitting a tender offer.</p> <p>Volume 2 and 3 may also be inspected, by appointment, at the offices of the Employers Agent during office hours.</p>
1.3.2	<p><i>Replace the item with the following:</i></p> <p>The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.</p>
1.4	<p><i>Add the following:</i></p> <p>The Employer’s agent is (also known as the Engineer): Dhahabu Consulting (Pty) Ltd 1<sup>st</sup> Floor, 61 Katherine Street, Dennehof, Sandton, 2196 Tel: 087 265 8695 Email: <a href="mailto:office@dhahabu.co.za">office@dhahabu.co.za</a></p>
<b>2.</b>	<b>Tenderer’s Obligations</b>
2.1	<p><i>Add the following:</i></p> <p>(Blank)</p>
2.2	<p><i>Add the following:</i></p> <p>Accept that failing the submission of a bona fide tender, a Tenderer shall forfeit his tender deposit (if he fails to return a complete set of documents prior to the closing time for the submission of tender offers.</p> <p>Accept that on submission of a bona fide tender or return of the documents as required above, a Tenderer shall receive his tender deposit within three (3) months of the closing of tenders, if the deposit is refundable.</p> <p>Accept that the Employer will not compensate the Tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer’s Agent (if required).</p> <p>Accept that the Employer will not compensate the tenderer for any cost incurred in supplying additional information or samples for consideration as part of the tender process.</p>
2.3	<p><i>Add the following:</i></p> <p>A compulsory bid clarification meeting will be held as follows: Refer to Tender Notice and Invitation to Tender (Section T1.1 of the document). Confirmation of attendance will be recorded in the Site Inspection Certificate included in Section T2.2.10 of the Document.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	Tender documents will not be made available at the site visit or clarification meeting. Details relating to the collection of tender documents are indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).
2.4	<i>Replace the item with the following:</i> Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least five working days before the closing time stated in clause 2.15.
2.9	<i>Replace the item with the following:</i> Contractor to provide insurance cover.
2.10.5	<i>Add the following new clause to Item 2.10:</i> A digital copy of the Bill of Quantities in spreadsheet format may be obtained from the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) upon sufficient notice.
2.11	<i>Add the following:</i> To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.
2.12.1	<i>Add the following:</i> All alternative tender offers shall be referred to in Section T2.2.19 – Alterations to Tender.
2.12.2	<i>Add the following:</i> Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full detail thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works.  Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.  No submission by the Supplier after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.
2.13	<i>Add the following:</i> No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
2.13.2	<i>Replace the item with the following:</i>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	<p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in their original formats and no pages shall be removed or re-arranged.</p>
2.13.3	<p><i>Add the following:</i></p> <p>No copies of the tender offer are required.</p>
2.13.4	<p><i>Add the following:</i></p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>
2.13.5	<p><i>Add the following:</i></p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location: LEKWA LOCAL MUNICIPALITY MAIN OFFICE</p> <p>Physical address: Cnr. Dr Beyers Naude &amp; Mbonani Mayisela Streets, Standerton 2430</p> <p>Identification details:</p> <p><b>BID NO: DTS 10/2022/2023</b></p> <p><b>THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION.</b></p> <p>The name and address of the tenderer shall be entered on the back of the envelope.</p>
2.13.6	<p><i>Add the following:</i></p> <p>A two-envelope procedure will <b>NOT</b> be followed.</p>
2.13.10	<p><i>Add the following new clause to Item 2.13:</i></p> <p>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
2.14	<p><i>Add the following:</i></p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Part T2.1 : MBD Forms</p> <p>Part T2.2 : Returnable Documents</p> <p>Part T2.3 : Returnable Schedules</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	<p>Part T2.4 : Checklist</p> <p>Part C1.1 : Form of Offer and Acceptance</p> <p>Part C1.2 : Contract Data (Part 2)</p> <p>Part C2.2 : Bill of Quantities</p> <p>Part C2.3 : Summary of Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p><b>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</b></p> <p>Accept that the Employer is restricted in accordance with clause 4(4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the <u>necessary competencies and resources</u> to carry out the work safely.</p>
2.15.1	<p><i>Add the following:</i></p> <p>The closing time and location for the submission of tender offers are:</p> <p><b>Closing date and time:</b> 20 March 2023 at 12h00</p> <p><b>Location:</b> Lekwa Local Municipality main building, Cnr. Dr Beyers Naude &amp; Mbonani Mayisela Streets, Standerton, 2430</p>
2.16.1	<p><i>Add the following:</i></p> <p>The tender offer validity period is <b>90</b> days.</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.16.3	<p><i>Add the following:</i></p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.
2.18.3	<p><i>Add the following new clause:</i></p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>
2.22	<p><i>Replace the item with the following:</i></p> <p>Return all retained tender documents prior to the closing time for the submission of Tender Offers.</p>
2.23	<p><i>Add the following:</i></p> <p>The following certificates/information are to be provided with the tender offer:</p> <ul style="list-style-type: none"> <li>(a) Sars Tax pin</li> <li>(b) CSD Registration and to show compliance on tax status. Tax status to be compliant at date of appointment and for the duration of the contract.</li> <li>(c) Certified copy of Certificate of Incorporation (if tenderer is a Company)</li> <li>(f) Certified copy of Identity Document (if tenderer is a One-man concern),</li> <li>(g) Joint venture agreement (if the tenderer is a joint venture).</li> <li>(h) <b>NOT APPLICABLE</b> <del>Proof of CIDB Registration. A contractor may not undertake, carry out or complete any construction works or portion thereof for public sector contracts, awarded in terms of competitive tender or quotation, unless he or she is registered with the CIDB and holds a valid registration certificate issued by the Board.</del></li> <li>(i) 'Valid Municipal account not older than 90 days and not in arrears or a copy of a valid lease agreement if renting/leasing.</li> <li>(j) Previously successfully completed completion certificates</li> <li>(k) Valid certificate of B-BBEE Status Level of Contributor as issued by an accredited body. To be attached to the relevant Form in Part 2.2 Returnable Schedules</li> <li>(l) A comprehensive Method Statement outlining the approach to executing the project including a timeline schedule. Knowledge of the subject matter needs to be demonstrated in the Method Statement giving key focus to the engineering processes (datasheets), factory testing, logistics &amp; transportation, installation, Site Acceptance Testing (SAT), training, commissioning and recommended spare parts. The Method Statement needs to</li> </ul>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	demonstrate adherence to the relevant specifications, quality, environment, and safety requirements. This Method Statement should ideally not exceed more than 10-12 pages. The Tenderer may make references to and provide these referenced standard company documents / procedures to support the Method Statement submitted with their bid.
<b>3.</b>	<b>The Employers Undertakings</b>
3.1.	<i>Replace the item with the following:</i> 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 within two working days of the same date.
3.2	<i>Add the following:</i> The time and location for opening of the tender offers are: Date and time: 20 March 2023 at 12h00 Location: Tender Box at the Main Offices Lekwa Local Municipality Cnr. Dr Beyers Naude & Mbonani Mayisela Streets, Standerton, 2430
3.3	<i>Replace the item with the following:</i> A two-envelope procedure will <b>NOT</b> be followed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





3.4

Add the following new sub item to Item 3.8:

### Functionality Criteria

The below table will be evaluated and adjudicated on basis of information provided, the bidders is required to score a minimum of 60 Points to be considered to the next stage of evaluation. Additionally, the bidder is required to score a minimum of 10 points for Criteria 1 and a combined minimum of 50 points for Criteria No 2 and Criteria No. 3.

The functionality criteria are as listed in the table below:

Criteria No.	Criteria	Description	Documentary Evidence	Weighting %	Minimum Points
1	Documents submitted as requested	Indicate the bidder's ability to plan and follow instructions	None	10%	10
2	Method Statement	The overview methodology or approach to be used in executing the entire project scope. Outline the project time lines/schedule.	The Supplier must prepare a comprehensive approach to executing the project including the schedule/timeline. Knowledge of the subject matter needs to be demonstrated in the tender. Project needs to be completed within specification, quality, and safety. Tenderer to demonstrate this in the methodology statement.	45%	50
3	Company experience	Company previous experience on relevant or similar projects	The supplier to submit a company profile with details of the directors, a list of completed projects, appointment letters, completion letters and reference letters	45%	

Below is the breakdown of the weighing points to be allocated per criteria:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p><b>1. <u>Completion of Bid Document</u></b></p> <p><b>10 Points:</b> Bid Document completed and required returnable submitted.</p> <p><b>0 Points:</b> Incomplete Bid Document</p> <p><b>2. <u>Method Statement</u></b></p> <p>A comprehensive Method Statement is deemed to outlining the approach to executing the project including a timeline schedule. Knowledge of the subject matter needs to be demonstrated in the Method Statement giving key focus to the 1) engineering processes (datasheet), 2) factory testing, 3) logistics &amp; transportation, 4) installation, 5) Site Acceptance Testing (SAT), 6) training, 7) commissioning and 8) recommended spare parts. The Method Statement needs to demonstrate adherence to the 9) relevant specifications, 10) quality, 11) environment, and 12) safety requirements. This Method Statement should ideally not exceed more than 10-12 pages. The Tenderer may make references to and provide these referenced standard company documents / procedures to support the Method Statement submitted with their bid.</p> <p><b>45 Points:</b> A comprehensive method statement that indicates excellent understanding of the scope of works and the approach is detailed and covers 12 or more of the key activities.</p> <p><b>30 Points:</b> - A comprehensive method statement that indicates adequate understanding of the scope of works and the approach and covers 8 or more of the key activities.</p> <p><b>15 Points:</b> A comprehensive method statement that is relevant and the approach indicates adequate understanding of the scope of works and covers between 6 and 7 of the key activities.</p> <p><b>5 Points:</b> A general method statement that is irrelevant and does not indicate the approach to execute the project and covers between 1 and 5 of the key activities.</p> <p><b>0 Points:</b> Not Submitted.</p> <p><b>3. <u>Company experience</u></b></p> <p>For this criterion, “similar” shall mean the design, manufacture, delivery, installation, and testing of 5MV transformer and above. The verifiable supporting reference letters, award letters and completion certification must indicate this experience.</p> <p><b>45 Points:</b> Contractor has undertaken more than 5 projects of similar scope.</p> <p><b>36 Points:</b> The bidder has undertaken 4 projects of a similar scope.</p> <p><b>27 Points:</b> The bidder has undertaken 3 projects of a similar scope.</p> <p><b>18 Points:</b> The bidder has undertaken 2 projects of a similar scope.</p> <p><b>9 Points:</b> The bidder has undertaken 1 project of a similar scope.</p> <p><b>0 Points:</b> The bidder has not taken any project(s) of a similar scope.</p> <p>The Tenderer must comply with the minimum requirements in accordance with the Functionality Criteria table above and must obtain at least 60 points under the Points Allocation of the Functionality Criteria, with a score a minimum of 10 points for Criteria 1 and a combined minimum of 50 points for Criteria No 2 and Criteria No. 3 to qualify.</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3.9	<p><i>Replace the item with the following:</i></p> <p>Check responsive tender offers for arithmetical errors.</p> <p>Correcting arithmetical errors in the following manner:</p> <ul style="list-style-type: none"> <li>(a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected.</li> <li>(b) 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 corrected total of the prices shall govern.</li> <li>(c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.</li> </ul> <p>Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p>
3.11.3	<p><i>Add the following:</i></p> <p>Up to 20 tender evaluation points may be awarded to tenderers for suitable B-BBEE certification of <b>Status Level of contributor</b> and who are found to be eligible for the preference claimed.</p> <p>Unless stated otherwise, and where not in conflict with this Tender Data, the Preferential Procurement Regulations of the Lekwa Local Municipality bound in this document as Part T1.4, shall also apply.</p> <p>Only tenders that pass the eligibility criteria shall be evaluated. Evaluation shall be done in terms of Method 2 (Functionality, Price, and Preferences).</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3.11.8 Replace the item with the following:

### Scoring preference

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

**Table F.2: Preference Points based on B-BBEE status level of contributor**

Status Level of contributor	Preference Points based on scorecard (90/10System)	Preference Points based on scorecard(80/20System)
1	10	20
2	9	18
3	8	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant Contributor	0	0

Eligibility for preference points is subject to the following conditions:

- Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.
- A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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3.12	<p><i>Replace the item with the following:</i></p> <p>If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.</p>
3.13.	<p><i>Add the following new sub item to Item 3.13:</i></p> <p>A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.</p>
3.16	<p><i>Replace the item with the following:</i></p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.</p>
3.17	<p><i>Add the following:</i></p> <p>The successful tenderer shall receive one copy of the signed contract.</p>

**END OF SECTION**

Contractor

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Witness 2

Employer

Witness 1

Witness 2



## **LEKWA LOCAL MUNICIPALITY**

# **THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION**

## **PORTION 1: TENDER**

### **PART T1: TENDERING PROCEDURES**

#### **PART T1.3: STANDARD CONDITIONS OF TENDER**

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Witness 2

Employer

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Witness 2



## LEKWA LOCAL MUNICIPALITY

# THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

## PART T1.3: STANDARD CONDITIONS OF TENDER

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015 and supplemented by the Tender Data in Part T1.2.

The complete extract entitled "Annex F" is bound hereafter into this volume and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

### Annex F (normative)

#### Standard Conditions of Tender

#### 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*

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*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 fulfill 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 measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

**F.1.4 Communication and employer's agent**

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Employer

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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**

**F1.5.1** 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.

**F1.5.2** 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.

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Contractor

Witness 1

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Employer

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Witness 2



**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**

**F.1.6.3.2.1** 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.

**F.1.6.3.2.2** 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**

**F2.2.1** 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.

**F2.2.2** 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**

Contractor

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Witness 2

Employer

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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.

**F.2.10.2** 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**

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Contractor

Witness 1

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Employer

Witness 1

Witness 2



**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 proposal" and place the remaining returnable documents in an envelope marked "technical proposal". 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**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

#### **F.2.19 Inspections, tests and analysis**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 B-BBEE 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.

#### **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 B-BBEE 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, informations 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,

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Contractor

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Employer

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- 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.

Contractor

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Witness 2

Employer

Witness 1

Witness 2





### 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 B-BBEE contribution
- 3) Add the points scored for price and B-BBEE.

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

In the case of a functionality, price and preference:

- 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 4 and 5 below.

#### The 80/20 preference point system for acquisition of services, works or goods up to Rand value up to R50 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 R 50 000 000 ( all applicable taxes included):

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

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Witness 2

Employer

Witness 1

Witness 2



Where

$P_s$  = Points scored for comparative price of tender or offer under consideration;  $P_t$  = Comparative price of tender or offer under consideration; and  $P_{min}$  = Comparative price of lowest acceptable tender or offer.

- (4)(a) (ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million**

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value of above R 50 000 000 (all applicable taxes included):

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

Where

$P_s$  = Points scored for comparative price of tender or offer under consideration;  $P_t$  = Comparative price of tender or offer under consideration; and  $P_{min}$  = Comparative price of lowest acceptable tender or offer.

- (5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

#### 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	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
A offer.	<i>P<sub>m</sub></i> is the comparative offer of the most favourable comparative <i>P</i> is the comparative offer of the tender offer under consideration.		

Contractor

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Witness 2



### 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:

$$NQ = W2 \times SO / MS$$

where: *SO is the score for quality allocated to the submission under consideration;*  
*MS is the maximum possible score for quality in respect of a submission;*  
*and W2 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:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 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.

**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 i.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:

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Contractor

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Witness 2

Employer

Witness 1

Witness 2



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

**END OF SECTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS,  
SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY  
(DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING  
OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20  
MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL  
MUNICIPALITY'S A-SUB SUBSTATION**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

# THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

## PORTION 1: TENDER

## PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

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END OF SECTION

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**LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS,  
SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY  
(DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING  
OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20  
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MUNICIPALITY'S A-SUB SUBSTATION**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**PART T2.1: MBD FORMS**

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Employer

Witness 1

Witness 2



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## MBD FORMS CHECKLIST

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | MBD 1: INVITATION TO BID & COMPANY INFORMATION  |
| <input type="checkbox"/> | MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS   |
| <input type="checkbox"/> | MBD 3.1: PRICING SCHEDULE FIRM PRICES (PURCHASES)   |
| <input type="checkbox"/> | MBD 4: DECLARATION OF INTEREST  |
| <input type="checkbox"/> | <p>MBD 5: DECLARATION FOR PROCUREMENT ABOVE 10 MILLION</p> <p><b>MBD 5 is Applicable to tender submissions over R10 million including all applicable taxes)</b><br/>– if the bidder's price submission is less than R 10 million including all applicable taxes, this will not be compulsory requirement.</p> |
| <input type="checkbox"/> | MBD 6.1: PREFERENCE POINTS CLAIM FORM   |
| <input type="checkbox"/> | MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS  |
| <input type="checkbox"/> | MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES   |
| <input type="checkbox"/> | MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION   |

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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**MBD1  
PART A**

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEKWA LOCAL MUNICIPALITY					
<b>BID NUMBER:</b>	DTS 10/2022/2023	<b>CLOSING DATE:</b>	20 March 2023	<b>CLOSING TIME:</b>	12H00
<b>DESCRIPTION</b>	THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION				
<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)**

Lekwa Local Municipality,  
Cnr. Dr Beyers Naude & Mbonani Mayisela Streets,  
Standerton  
2430.

SUPPLIER INFORMATION					
<b>NAME OF BIDDER</b>					
<b>POSTAL ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>CELLPHONE NUMBER</b>					
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>E-MAIL ADDRESS</b>					
<b>VAT REGISTRATION NUMBER</b>					
<b>TAX COMPLIANCE STATUS</b>	<b>TCS PIN:</b>		<b>OR</b>	<b>CSD No:</b>	
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b>	<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>					
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>TOTAL NUMBER OF ITEMS OFFERED</b>			<b>TOTAL BID PRICE</b>	R	
<b>SIGNATURE OF BIDDER</b>	.....		<b>DATE</b>		
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			SCM UNIT		
<b>DEPARTMENT</b>	<b>SCM UNIT</b>		<b>CONTACT PERSON</b>	Mr Odirile Seope	
<b>CONTACT PERSON</b>	Mr Bilaal Cajee (SCM Official)		<b>TELEPHONE NUMBER</b>	071 262 8292	
<b>TELEPHONE NUMBER</b>	082 303 7516		<b>FACSIMILE NUMBER</b>		
<b>FACSIMILE NUMBER</b>			<b>E-MAIL ADDRESS</b>	Oseope@lekwalm.gov.za	
<b>E-MAIL ADDRESS</b>	bcajee@lekwalm.gov.za				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**MBD1  
PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>	
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
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**MBD 2**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

CSD registration report. Report to reflect compliant tax status from the date of approval.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### MBD 3.1

#### PRICING SCHEDULE – FIRM PRICES

DESCRIPTION	QUANTITY	AMOUNT
<div>COMPANY STAMP</div>		
	SUB-TOTAL	
	VAT (15%)	
	TOTAL	

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

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

#### CONDITIONS OF TENDER

- Price(s) quoted must be valid for at least ninety (90) days from date of offer for evaluation purposes.
- Delivery terms are Incoterms 2020 Delivered Duty Paid (DDP)
- Price(s) quoted must be firm and include VAT
- Tenderers original valid tax clearance certificate must be attached.
- Tender original or certified B-BBEE Certificate must be attached to the document
- Tender documents signed by a person who does not have authority to sign will be disqualified.
- Tenderers who did not complete the compulsory questionnaire, who abuse the employer's supply chain management system will not be conceded
- Non-collusion affidavit to be executed by bidder and submitted with the bid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

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

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**MBD 5**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

- 1 Are you by law required to prepare annual financial statements for auditing?

**\*YES / NO**

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

**\*YES / NO**

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

- 2.2 If yes, provide particulars.

.....

.....

.....

.....

\* Delete if not applicable

---

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Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

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Witness 2



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

3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside 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**

4.1 If yes, furnish particulars

.....  
.....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## MBD6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 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

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

#### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited  
 [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

**.....COMPANY CLASSIFICATION**

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.  
 [TICK APPLICABLE BOX]

**8.6 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**Registered account number:** .....

**Stand Number:** .....

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

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

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

**WITNESSES**

1. ....

2. ....

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

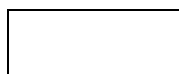
DATE: .....

ADDRESS .....

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



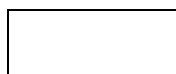
Contractor



Witness 1



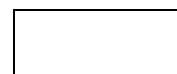
Witness 2



Employer



Witness 1



Witness 2



## MBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods      Stipulated minimum threshold

**3.** Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

**3.1** If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**4.** Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

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Witness 2



**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of

Institution):.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) **Tender No.**  
(C2) **Tender description:**  
(C3) **Designated product(s)**  
(C4) **Tender Authority:**  
(C5) **Tendering Entity name:**  
(C6) **Tender Exchange Rate:**  
(C7) **Specified local content %**

Pula

EU

GBP

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
(C20) Total tender value	R		
	(C21) Total Exempt imported content	R	
	(C22) Total Tender value net of exempt imported content	R	
		(C23) Total Imported content	R
		(C24) Total local content	R
		(C25) Average local content % of tender	

Signature of tenderer from Annex B

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate:

Pula

EU

R

GBP

R

Note: VAT to be excluded from all calculations

A. Exempted imported content

A. Exempted imported content				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary	
Tender Qty	Exempted imported value
(D17)	(D18)

(D19) Total exempt imported value

R

This total must correspond with Annex C - C 21

Contractor

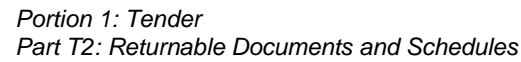
Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2





D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange		Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)		(D51)
<div>Signature of tenderer from Annex B</div> <div>Date:</div>					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party	
					(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R

This total must correspond with Annex C - C 23

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)

Tender No.

(E2)

Tender description:

(E3)

Designated products:

(E4)

Tender Authority:

(E5)

Tendering Entity name:

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value	% of LC
	(E6)	(E7)	(E8)	
		(E9) Total local products (Goods, Services and Works)	R	

(E10)

Manpower costs

(Tenderer's manpower cost)

R

(E11)

Factory overheads

(Rental, depreciation & amortisation, utility costs, consumables etc.)

R

(E12)

Administration overheads and mark-up

(Marketing, insurance, financing, interest etc.)

R

(E13)

Total local content

R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 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
  - b.
  - c. in relation to such system;
  - d. been convicted for fraud or corruption during the past five years;
  - e. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - f. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(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></p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>          		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### 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**

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## 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 purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
- or
- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## **LEKWA LOCAL MUNICIPALITY**

# **THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION**

## **PORTION 1: TENDER**

### **PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

### **PART T2.2: RETURNABLE DOCUMENTS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

# THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

## PART T2.2: RETURNABLE DOCUMENTS

The tenderer must complete **VOLUME 1: TENDER DOCUMENT** in its entirety.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

### Mandatory documents required for tender evaluation purposes:

- A: CSD Registration and to show compliance on tax status. Tax status to be compliant at date of appointment and duration of the contract.
- B: Valid SARS Tax Compliance Status Pin issued letter
- C: Certified copy of Certificate of Incorporation (if tenderer is a Company)
- D: Certified copy of Identity Document (Director/s)
- E: Joint Venture Agreement (if the tenderer is a joint venture. Companies on the joint venture must submit all required documents)
- F: **NOT APPLICABLE** ~~Certified copy of CIDB Registration Certificate~~
- G: Valid Municipal account not older than 90 days and not in arrears or a copy of a valid lease agreement if renting/leasing.
- H: Audited three (3) year Financial Statements by Professional Registered Accountant (**Applicable to tender submissions over R10 million including all applicable taxes**) – if the bidder's price submission is less than R 10 million including all applicable taxes, this will not be compulsory requirement.
- I: Letter of authority signed on letterhead.
- J: Letter of good standing.
- K: Signed declaration of interest (See Part T2.1-9 Form MBD 4)
- L: Compulsory attendance to briefing session.

### Other documents required for evaluation:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- M. Certificate of Tenderer's Certified B-BBEE Status Level of Contributor (in terms of the Preferential Procurement Regulations, 2017 published in Government Gazette). If joint venture, submit a combined BBEEE Status.
- N. Previously Successfully Completed Projects: Certified Appointment letters & Completion Certificates
- O. A comprehensive Method Statement outlining the approach to executing the project including a timeline schedule. Knowledge of the subject matter needs to be demonstrated in the Method Statement giving key focus to the engineering processes (datasheets), factory testing, logistics & transportation, installation, Site Acceptance Testing (SAT), training, commissioning and recommended spare parts. The Method Statement needs to demonstrate adherence to the relevant specifications, quality, environment, and safety requirements. This Method Statement should ideally not exceed more than 10-12 pages. The Tenderer may make references to and provide these referenced standard company documents / procedures to support the Method Statement submitted with their bid.
- P:

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**A: CSD REGISTRATION AND TO SHOW COMPLIANCE ON TAX STATUS. TAX STATUS TO BE COMPLIANT AT DATE OF APPOINTMENT AND DURATION OF THE CONTRACT.**

# **Attach CSD Registration**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**B: VALID SARS TAX COMPLIANCE STATUS PIN ISSUED LETTER**

# **Attach Valid SARS Tax Compliance Status Pin Issued Letter**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C: CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (if tenderer is a company)

# Attach Certificate

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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D: CERTIFIED COPY OF IDENTITY DOCUMENT/s (Director/s)

**Attach certified copy of ID/s**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**E:      JOINT VENTURE AGREEMENT (if the tenderer is a joint venture. Companies on the joint venture must submit all required documents)**

# Attach Agreement

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**Note to tenderer:**

**In the event of the tenderer being a joint venture/consortium the following details of the individual members must also be provided after award of Contract.**

**The tenderer shall provide the following details of this insurance cover:**

1. Name of Tenderer: .....
2. Period of Validity: .....
3. Value of Insurance:
  - (a) Insurance for Works and Contractor's Equipment:  
Company: .....  
Value: .....
  - (b) Insurance for Contractor's Personnel:  
Company: .....  
Value: .....
  - (c) General Public Liability:  
Company: .....  
Value: .....
  - (d) South African Special Risks Insurance Association (SASRIA):  
Company: .....  
Value: .....

Tenderer (Authorised Signatory Signature): .....

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--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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F: COPY OF CIDB REGISTRATION CERTIFICATE (Not Applicable)

# Attach Certificate

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**G: VALID MUNICIPAL ACCOUNT NOT OLDER THAN 60 DAYS AND NOT IN ARREARS OR A COPY OF A VALID LEASE AGREEMENT IF RENTING/LEASING.**

**Attach valid Municipal Account  
or  
Valid renting/lease agreement**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



---

H: AUDITED THREE (3) YEAR FINANCIAL STATEMENTS BY PROFESSIONAL REGISTERED  
ACCOUNTED (APPLICABLE FOR TENDERS OVER R10 MILLION)

# **Attach three (3) years Audited Three Year Financial Statements**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



I: LETTER OF AUTHORITY SIGNED ON LETTERHEAD

# Attach Letter of Authority

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



---

**J: LETTER OF GOOD STANDING**

**Attach Letter of good standing**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**K. SIGNED DECLARATION OF INTEREST**

(See Part T2.1-9 Form MBD 4)

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**L. COMPULSORY ATTENDANCE TO BRIEFING SESSION.**

**COMPULSORY BRIEFING SESSION ATTENDANCE CERTIFICATE**

Tender No.	Tender Description	Compulsory briefing date time	Briefing Venue
DTS 10/2022/2023	THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION	13 March 2023 @ 11h00	Virtual Briefing

This is to certify that, I	
representing	
in the company of	
attended the clarification meeting and site visit on	
<p>I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.</p> <p>I/we acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the matters incidental to doing the work specified in the tender documents in order for me/us to take account of everything necessary when compiling our rates and prices included in the tender.</p>	

<b>NAME OF REPRESENTATIVE</b>	<b>SIGNATURE</b>	<b>DATE</b>

Attendance of the above persons at the meeting is confirmed by the employers' representative

<b>NAME OF MUNICIPAL REPRESENTATIVE</b>	<b>SIGNATURE</b>	<b>DATE</b>

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2





---

**M: CERTIFICATE OF TENDERER'S CERTIFIED B-BBEE STATUS LEVEL OF CONTRIBUTOR**

Notes to tenderer:

1. The tenderer shall attach to this form a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see F.3.11.8 of the tender data).
2. In the event of a Joint Venture (JV), a consolidated BEE Verification Certificate in the name of the JV shall be attached.
3. The attached Verification Certificate and the associated Assessment Report shall identify:
  - (a) The name and domicilium citandi et executandi of the tenderer.
  - (b) The registration and VAT number of the tenderer.
  - (c) The dates of granting of the BBBEE score and the period of validity.
  - (d) The expiry date of the Verification Certificate.
  - (e) A unique identification number.
  - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
  - (g) The name and/or mark/logo of the BEE Verification Agency.
  - (h) The category (GENERIC, QSE, Exempt) in which the tenderer has been measured.
  - (i) The broad-based BEE status level.
  - (j) The SANAS logo on the Verification Certificate once verification agencies have been accredited.
  - (k) The BBBEE procurement recognition level.
  - (l) The score achieved per BEE element.
  - (m) The % black shareholding.
  - (n) The % black women shareholding.
  - (o) The % black persons with disabilities
  - (p) The value added status of the tenderer.
4. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a Verification Agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected Verification Agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same Verification Agency and also attached to this form. Failure to abide by this requirement will result in such a tenderer scoring zero preference.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# Attach Certificate

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



---

**N: PREVIOUSLY SUCCESSFULLY COMPLETED PROJECTS:  
CERTIFIED APPOINTMENT LETTERS & COMPLETION CERTIFICATES**

# **Attach certified Appointment letters & Completion Certificates**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



O: METHOD STATEMENT

# Attach Method Statement

A comprehensive Method Statement outlining the approach to executing the project including a timeline schedule. Knowledge of the subject matter needs to be demonstrated in the Method Statement giving key activities for the

Check List  
Included  
by Bidder  
(Yes/No)

- |  |                      |
|--|----------------------|
| 1. Engineering processes,                              | <input type="text"/> |
| 2. Factory Acceptance Testing (FAT),                   | <input type="text"/> |
| 3. Logistics & transportation,                         | <input type="text"/> |
| 4. Installation,                                       | <input type="text"/> |
| 5. Site Acceptance Testing (SAT),                      | <input type="text"/> |
| 6. Training,   | <input type="text"/> |
| 7. Commissioning,                                      | <input type="text"/> |
| 8. Recommended Commissioning Spares and 2-Year Spares, | <input type="text"/> |
| 9. Adherence to relevant specifications,               | <input type="text"/> |
| 10. Quality Management,                                | <input type="text"/> |
| 11. Environmental Management and                       | <input type="text"/> |
| 12. Safety Requirements                                | <input type="text"/> |
| 13. Recommended Spare Parts                            | <input type="text"/> |

List of Other Referenced Documents Provided

Included  
by  
Bidder  
(Yes/No)

- |          |                      |
|----------|----------------------|
| A. _____ | <input type="text"/> |
| B. _____ | <input type="text"/> |
| C. _____ | <input type="text"/> |
| D. _____ | <input type="text"/> |
| E. _____ | <input type="text"/> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.		
G.		
H.		
I.		
J.		
K.		
L.		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**END OF SECTION PART T2.2**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY, INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION.**

### **PORTION 1: TENDER**

### **PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

### **PART T2.3: RETURNABLE SCHEDULES**

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--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY, INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION.

#### PART T2.3: RETURNABLE SCHEDULES

The tenderer must complete the following returnable schedules.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

**Documents that will become part of the Contract:**

#### INDEX

Section	Description	Page No
T2.3.1	Alterations by Tenderer .....	T2.3-3
T2.3.2	Works Previously Executed .....	T2.3-4
T2.3.3	Present Commitments .....	T2.3-5
<del>T2.3.4</del>	<del>Supervisory and Safety Personnel .....</del>	<del>T2.3-6</del>
<del>T2.3.5</del>	<del>Contract Participation Goal (CPG) Schedule .....</del>	<del>T2.3-7</del>
T2.3.6	Labour Utilisation .....	T2.3-9
T2.3.7	Compliance with OHSA (Act 85 of 1993).....	T2.3-12
T2.3.8	Plant and Equipment .....	T2.3-13
T2.3.9	Sub-contractors .....	T2.3-14
T2.3.10	Site Inspection Certificate .....	T2.3-15
T2.3.11	Authority of Signatory .....	T2.3-16
T2.3.12	Prospective tenders registration form/Change of registration form .....	T2.3-17
T2.3.13	Joint Venture Agreement .....	T2.3-19
T2.3.14	Affidavit .....	T2.3-21
T2.3.15	Declaration of Interest.....	T2.3-22
T2.3.16	Banking Details .....	T2.3-23

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## T2.3.1: ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page	Clause or Item

SIGNATURE OF TENDERER: ..... DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.2: WORKS PREVIOUSLY EXECUTED

The following is a statement of major works successfully executed by myself/ourselves in recent years:

Employer	Engineer *	Nature of Works	Value of Works	Duration and Completion Date

***Failure to detail the required information, shall signify that the tender is submitted by an inexperienced tenderer.***

SIGNATURE OF TENDERER: .....

DATE: .....

\* State firm, contact person and telephone number.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.3.3: PRESENT COMMITMENTS**

Employer	Consulting Engineer *	Nature of Works	Value of Works	Duration and Completion Date

SIGNATURE OF TENDERER: .....
 DATE: .....

\* State firm, contact person and telephone number.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **T2.3.4: SUPERVISORY AND SAFETY PERSONNEL**

### **PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS**

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent						
Contractor's Foremen						
Construction Health and Safety Officer						

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel.

SIGNATURE OF TENDERER: ..... DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **T2.3.5: ~~CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR~~**

### **1. ~~DEFINITIONS~~**

The following definitions shall apply to this schedule:

#### **1.1 ~~Targeted labour~~**

~~Individuals, employed by the Contractor or approved SMME/ABE subcontractors in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.~~

#### **1.2 ~~Target Group~~**

~~For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the Contractor's own staff, unless such staff are also from the Target Area.~~

#### **1.3 ~~Target Area~~**

~~The target area is defined as the area resorting under the Manguang Metro Areas, in which the project is located.~~

### **2. ~~CONDITIONS ASSOCIATED WITH THE GRANTING OF CPG CREDITS~~**

The Tenderer, undertakes to:

- ~~(1) engage Targeted Labour in accordance with the provisions of the SANS 1914-5 as varied in Section 3 hereunder;~~
- ~~(2) accept the sanctions set out in Section 4 below should such conditions be breached; and~~
- ~~(3) complete the Tendered Contract Participation Goal contained in section 5 of this schedule.~~

### **3. ~~VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATION SANS 1914-5~~**

The variations to SANS 1914-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-5, the requirements of the variations shall prevail:

- ~~3 Requirements~~
- ~~3.1 Contract participation goal~~

*ADD THE FOLLOWING TO 3.1.1:*

*"Targeted labour shall be engaged in the performance of the contract to the value of .....% (insert %) of the Net Amount as defined in 2.6 of SANS 1914-5."*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



#### 4. ~~SANCTIONS~~

~~In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:~~

~~$$P = \frac{1.0 \times (D - D_o) \times N_A}{(100)}$$~~

~~where:~~

~~D = tendered Contract Participation Goal percentage~~

~~D<sub>o</sub> = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract~~

~~N<sub>A</sub> = Net Amount (Actual contract expenditure, excluding VAT)~~

~~P = Rand value of penalty payable.~~

#### 5. ~~TENDERED CONTRACT PARTICIPATION GOAL (minimum set-aside on this contract is 2.5%)~~

~~I/we hereby tender a Contract Participation Goal of .....% for the Participation of Targeted Labour.~~

~~The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such Contract Participation Goal is approved and confirms that the tender satisfies the conditions pertaining to the Contract Participation Goal for the Participation of Targeted Enterprises.~~

SIGNATURE: ..... NAME: .....

DULY AUTHORISED TO SIGN ON BEHALF OF CONTRACTOR: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.6: LABOUR UTILISATION

### Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications.

#### 1. General Foreman/Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His/her duties encompass any one or more of the following activities:

- (a) Supervision
- (b) Maintaining discipline
- (c) Ensuring safety on the workplace
- (d) Being responsible to the Contractor for efficiency and production for his/her portion of the works
- (e) Performing skilled work, whether in an instructional capacity or otherwise.

#### 2. Charge hand

An employee engaged in any one or more of the following activities:

- (a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan
- (b) Giving out work to other employees under his/her control and supervision
- (c) Ensuring safety on the workplace
- (d) Maintaining discipline
- (e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his/her portion of the works.

#### 3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

#### 4. Team Leader

An employee engaged in any one or more of the following activities:

- (a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person
- (b) Giving out work to other employees under his control and supervision
- (c) Maintaining discipline

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

**5. Skilled Employee**

An employee engaged in an ancillary trade or an assistant artisan.

**6. Semi-Skilled Employee**

An employee with any specified skills, an apprentice or a trainee-artisan.

**7. Unskilled Employee**

An employee engaged on any task or operation not specified above.

**8. Imported Employee**

Personnel permanently employed by Contractor.

**9. Local Employee**

Temporary workforce employed through Labour Desk.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





### MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1 .....		
3.2 .....		
3.3 .....		
4. Safety Inspectors (specify type)		
4.1 .....		
4.2 .....		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/Storeman		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

SIGNATURE OF TENDERER: ..... DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.7: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? YES / NO
2. Who will prepare the Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).  
.....
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). YES / NO  
How is this policy communicated to all employees?  
.....
4. Does the Contractor keep records of safety aspects of each construction site? YES / NO  
If yes, what records are kept?  
.....
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? YES / NO  
.....
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? YES / NO  
If yes, please explain his duties and provide a copy of his CV.  
.....  
.....
7. Does the Contractor have trained first aid employees? If yes, indicate who. YES / NO  
.....
8. Does the Contractor have a safety induction training programme in place? YES / NO  
(If yes, provide a copy).

SIGNATURE OF TENDERER: ..... DATE: .....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.8: PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc

2. Major Plant and Equipment that will be acquired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc

SIGNATURE OF TENDERER: ..... DATE: .....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.9: SUB-CONTRACTORS

The tenderer shall list below any subcontractors he/she intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

SIGNATURE OF TENDERER: ..... DATE: .....

---



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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### T2.3.10: SITE INSPECTION CERTIFICATE

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am/we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

SIGNATURE OF TENDERER: ..... DATE: .....

#### Site Visit

This will certify that .....

Representing .....

Attended a Site Inspection for this Contract on ..... 20.....

FOR THE ENGINEER: ..... (signed)

NB. Please note that the attendance register will be used to double check the tenderer attendance.

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Contractor

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Witness 1

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Witness 2

--

Employer

--

Witness 1

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Witness 2



## T2.3.11 AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by: *(Mark applicable block)*

- (a) A company, and attach hereto a certified copy of the required resolution of the Board of Directors ☐
- (b) A partnership, and attach hereto a certified copy of the required resolution by all partners ☐
- (c) A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials ☐
- (d) A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender ☐
- (e) A joint venture, and attach hereto:
  - An notarially certified copy of the original document under which the joint venture was constituted ☐
  - Certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture ☐

SIGNATURE OF TENDERER: ..... DATE:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.12: PROSPECTIVE TENDERER'S REGISTRATION FORM /CHANGE OF REGISTRATION FORM

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of the Schedule No 7 must complete this form despite the fact that they must register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer who's registration information has changed in the meantime, must complete this form and submit it to the client not later than 7 days before the closing of the relevant tender.

**\* Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

- Name of Business (or person, in case of goods/services provided by a person:

..... ( )\*

- Official physical address of business, e-mail, telephone and fax numbers:

Address: ..... ( )\*

e-mail: ..... ( )\*

Telephone: ..... ( )\*

Fax: ..... ( )\*

- Electricity account no. if a local business: ..... ( )\*

- Type of business (Company, cc, etc): ..... ( )\*

- Main business activity (Stationary Dealer, Building Contractor, etc):

..... ( )\*

- Estimated annual turnover (to remain confidential): R..... ( )\*

- Full name of controlling shareholder if not a one-man business (to remain confidential):

..... ( )\*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Equity held by HDI's in the above-mentioned business:

Full Name	ID No	Race	Sex (M/F)	Age	Disability Status	Personal Tax No	Equity Ownership %

I, the owner/manager of the above-mentioned business declare that the above-mentioned information is complete and correct, and that I am fully aware of the penalty that will apply if the tenders are allocated to the above-mentioned business on its own or as a joining entity, based on wrong information submitted above.

SIGNATURE OF TENDERER: .....

DATE: .....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## T2.3.13: JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture: .....

.....

.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX No	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
.....	.....	..... %
.....	.....	..... %
.....	.....	..... %
.....	.....	..... %
.....	.....	..... %

The above-mentioned Joint venture will execute the Contract under the management of (full name)

.....

who is an employee of (name of joining entity) .....

and in accordance with any further agreements as attached to this document, titled

.....

and dated .....(if applicable).

Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

.....

who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Signed by the duly authorized representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
WITNESSES:	1.	.....	.....
	2.	.....	.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.14: AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned ....., hereby  
(Full name and surname)  
certify that I am a ..... of the tenderer.  
(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold .....% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at ..... on this ..... day of .....20.....

.....  
SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at .....

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

.....  
COMMISSIONER OF OATHS

**STAMP:**

I, THE UNDERSIGNED ....., ACTING IN MY CAPACITY AS  
THE COMPANY/CORPORATION/BUSINESS VENTURE: .....

.....  
Hereby gives Municipality and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at ..... on this ..... day of .....20.....

.....  
SIGNATURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.15: DECLARATION OF INTEREST

Tenderers are to satisfy the Employer and the Engineer to their independence of service in the state as well as proof prohibiting them from doing business with the private sector by answering the following questions and providing the relevant confirmation required below:

	<u>YES</u>	<u>NO</u>
(1) Whether he/she is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(2) In the event that the provider is not a natural person, whether any of its directors, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(3) Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(4) Proof that his name does not appear on a database maintained by the national treasury as a person prohibited from doing business with the private sector	<input type="checkbox"/>	<input type="checkbox"/>

SIGNATURE OF TENDERER: ..... DATE: .....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**T2.3.16: BANKING DETAILS**

Bank Name:  
.....

Account Holder's Name:  
.....

Account Number:  
.....

Branch Code:  
.....

Contact Person:  
.....

Contact Number:  
.....

SIGNATURE OF TENDERER: .....

SIGNED ON BEHALF OF: .....

DATE: .....

**END OF SECTION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **LEKWA LOCAL MUNICIPALITY**

# **THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION**

## **PORTION 1: TENDER**

## **PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

## **PART T2.4: CHECKLIST**

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## CHECKLIST

The following information **MUST** be completed in full and/or attached to the tender document:

DESCRIPTION	SECTION	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Copy Valid Tax Clearance Certificate Pin	Part T2 Section T2.1.3	<input type="checkbox"/>	<input type="checkbox"/>	CSD Registration to show compliance on tax status. Tax status to be compliant at date of appointment and duration of the contract.
Certified copy of VAT registration Certificate (if VAT Registration number is not indicated on Tax Clearance Certificate)	Part T2 Section T2.1.4	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to submit a VAT registration Number
Certified copy of Certificate of Incorporation (if tenderer is a Company)	Part T2 Section T2.1.5	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Certified copy of Partnership Agreement (if tenderer is a Partnership)	Part T2 Section T2.1.7	<input type="checkbox"/>	<input type="checkbox"/>	
Certified copy of Identity Document (if tenderer is a One-man concern)	Part T2 Section T2.1.8	<input type="checkbox"/>	<input type="checkbox"/>	
Joint Venture Agreement (if the tenderer is a joint venture)	Part T2 Section T2.1.9	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
<del>NOT APPLICABLE-Certified copy of CIDB Registration Certificate</del>	<del>Part T2 Section T2.1.10</del>	<del><input type="checkbox"/></del>	<del><input type="checkbox"/></del>	<del>Non-responsive, tender eliminated</del>
Municipal account not older than 90 days or copy of valid Lease Agreement (if renting)	Part T.2 Section T2.1.11	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Copy Bank Rating Certificate	Part T.2 Section T2.1.12	<input type="checkbox"/>	<input type="checkbox"/>	
<del>NOT APPLICABLE-Certified copies of Curricula Vitae of all Supervisory and Safety personnel</del>	<del>Part T.2 Section T2.1.13</del>	<del><input type="checkbox"/></del>	<del><input type="checkbox"/></del>	
Form of Offer	Part C1.1.2	<input type="checkbox"/>	<input type="checkbox"/>	Non responsive, tender eliminated

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DESCRIPTION	SECTION	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Schedule of Quantities (ALL items in black ink)	Part C2.2	<input type="checkbox"/>	<input type="checkbox"/>	Refer to pricing Instructions
Summary of Schedules	Section C2.3	<input type="checkbox"/>	<input type="checkbox"/>	Refer to pricing Instructions
Alterations by Tenderer	Section T2.3.1	<input type="checkbox"/>	<input type="checkbox"/>	
Works Previously Executed	Section T2.3.2	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tender with no experience
Present Commitments	Section T2.3.3	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tender with no experience
Supervisory Personnel	Section T2.3.4	<input type="checkbox"/>	<input type="checkbox"/>	No designated personnel, possible experience risk
<del>NOT APPLICABLE - Certified copies Qualification, Diploma In Civil Engineering Projects Or National Diploma In Civil Engineering or Degree in Civil Engineering</del>	<del>Section T2.2-14</del>	<del><input type="checkbox"/></del>	<del><input type="checkbox"/></del>	
<del>NOT APPLICABLE Contract Participation Goal (CPG) Schedule</del>	<del>Section T2.3.5</del>	<del><input type="checkbox"/></del>	<del><input type="checkbox"/></del>	
Labour Utilisation	Section T2.3.6	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of contract scope
Compliance with OHSA (Act 85 of 1993)	Section T2.3.7	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as a tenderer with limited ability and available resources to comply with the OHSA act
Plant and Equipment	Section T2.3.8	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of contract scope
Sub-contractors	Section T2.3.9	<input type="checkbox"/>	<input type="checkbox"/>	All work to be carried out by main Contractor or joint entity
Site Inspection Certificate or attending briefing	Section T2.3.10	<input type="checkbox"/>	<input type="checkbox"/>	Non responsive, tender eliminated
Authority of Signatory & Certified Resolution	Section T2.3.11	<input type="checkbox"/>	<input type="checkbox"/>	Non responsive, tender eliminated
Business Registration Form/Change of Registration Form	Section T2.3.12	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to complete the registration form

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





DESCRIPTION	SECTION	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Joint Venture Form (if the tenderer is a joint venture)	Section T2.3.13	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Preferential Procurement	Section T2.3.14	<input type="checkbox"/>	<input type="checkbox"/>	Tenderer not tendering for equity ownership points
Declaration of Interest	Section T2.3.16	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Bank Details (completed in full)	Section T2.3.17	<input type="checkbox"/>	<input type="checkbox"/>	Information or bank history not available. (Evaluated as possible risk)
Rates for Special Materials	Section T2.3.18	<input type="checkbox"/>	<input type="checkbox"/>	
Schedule of Deviations	Section T2.3.9	<input type="checkbox"/>	<input type="checkbox"/>	
CSD Registration and to show compliance on tax status. Tax status to be compliant at date of appointment and duration of the contract.	Section T.2.2 A	<input type="checkbox"/>	<input type="checkbox"/>	
Three (3) year financial statement (Applicable to tender submissions over R10 million including all applicable taxes) – if the bidder's price submission is less than R 10 million including all applicable taxes, this will not be compulsory requirement.	Section T.2.2 H	<input type="checkbox"/>	<input type="checkbox"/>	
Method Statement	Section T.2.2 O	<input type="checkbox"/>	<input type="checkbox"/>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**Reasons for non-compliance:**

.....

.....

**Contact Details:**

**Office Phone No:** .....

**Office Fax No:** .....

**Cell phone No:** .....

.....  
**NAME IN CAPITAL (BLOCK) LETTERS**

.....  
**SIGNATURE**

**END OF SECTION**

---

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



**LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS,  
SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY  
(DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING  
OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20  
MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL  
MUNICIPALITY'S A-SUB SUBSTATION**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

# THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

## PART C1: AGREEMENTS AND CONTRACT DATA

### CONTENTS

<u>Section</u>	<u>Description</u>	<u>Page No</u>
PART C1.1	FORM OF OFFER AND ACCEPTANCE .....	C1.1-1to5
PART C1.2	CONTRACT DATA.....	C1.2-1to12
	PART 1: Data provided by Employer .....	C1.2-1to11
	PART 2: Data provided by Contractor .....	C1.2-12to12
PART C1.3	Form of Guarantee .....	C1.3-1to4
PART C1.4	Ministerial Determination - Special Public Works Programmes.....	C1.4-1to10
PART C1.5	Health and Safety Specifications by Employer .....	C1.5-1to22

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

# THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

## PORTION 2: CONTRACT

### PART C1: AGREEMENTS AND CONTRACT DATA

#### PART C1.1: FORM OF OFFER AND ACCEPTANCE

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY, INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION.

#### PART C1.1: FORM OF OFFER AND ACCEPTANCE

##### OFFER

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

**BID No: DTS 10/2022/2023 – THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

AMOUNT	AMOUNT IN WORDS
R	

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

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE TENDERER: .....  
(Name and address of organisation)

NAME AND SIGNATURE OF WITNESS: ..... DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## ACCEPTANCE

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

The terms of the contract, are contained in:

Part T1	Tendering Procedures
Part T2	Returnable Documents and Schedules
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information
Part C5	Annexures

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 listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, 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 at, or just after, the date of this Agreement comes into effect. 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 original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE TENDERER: .....  
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: ..... DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.2.19: 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 subject 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 of 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 or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.
- 4.1 Subject .....  
Details .....
- 4.2 Subject .....  
Details .....
- 4.3 Subject .....  
Details .....
- 4.4 Subject .....  
Details .....
- 4.5 Subject .....  
Details .....
- 4.6 Subject .....  
Details .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**FOR THE TENDERER:**

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE TENDERER: .....

(NAME AND ADDRESS OF ORGANISATION) .....  
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: ..... DATE: .....

**FOR THE EMPLOYER:**

SIGNATURES: .....

NAME(S): .....

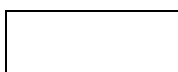
CAPACITY: .....

FOR THE EMPLOYER: .....

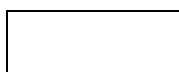
(Name and address of organisation) .....  
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: ..... DATE: .....

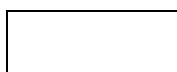
**END OF SECTION**



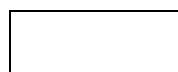
Contractor



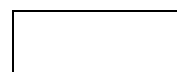
Witness 1



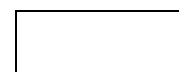
Witness 2



Employer



Witness 1



Witness 2



**LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS,  
SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY  
(DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING  
OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20  
MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL  
MUNICIPALITY'S A-SUB SUBSTATION**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.2: CONTRACT DATA**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY, INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION.**

### PART C1.2: CONTRACT DATA

#### GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), and published by the South African Institution of Civil Engineering, are applicable to this Contract.

The General Conditions of Contract, hereinafter referred to as GCC 2015, are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685. Each party to the Contract shall purchase its own copy of the correct print edition of the GCC 2015 that applies to this Contract (see Notes on the next page).

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## CONTRACT DATA

In terms of Clause 1.1.7 of the General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

### Part 1: Data provided by the Employer

Clause	Contract Data
1.1.1.12	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1.”</p>
1.1.1.14	<p><i>ADD THE FOLLOWING TO THE END OF THIS DEFINITION:</i></p> <p>“This Clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p>The time for completion of the Works is indicated in Clause 5.5.1.</p>
1.1.1.15	The Employer is LEKWA Local Municipality.
1.1.1.16	The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm <b>Dhahabu Consulting</b> to fulfil the functions of the Engineer in terms of the Conditions of Contract.
1.2	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor’s address, and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data																																																																						
	<p>The address of the Employer is:</p> <p>LEKWA Local Municipality Cnr. Dr Beyers Naude &amp; Mbonani Mayisela Streets, Standerton 2430.</p> <p>The address of the Engineer is:</p> <p>Dhahabu Consulting 1<sup>st</sup> Floor, 61 Katherine Street, Dennehof, Sandton, 2196 Tel: 087 265 8695 Email: <u>office@dhahabu.co.za</u></p>																																																																						
1.3.5	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works and as accorded by law), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.”</p>																																																																						
3.1.3	<p>The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:</p> <table><tr><th>Delegated to ER*</th><th>Requires EWA*</th><th>GCC Clause No</th><th>Description</th><th>Financial limit per occurrence</th></tr><tr><td></td><td>Y</td><td>1.2.1.2</td><td>Change of address</td><td>NA</td></tr><tr><td>N</td><td></td><td>2.2.3</td><td>Adverse physical conditions</td><td>NA</td></tr><tr><td></td><td></td><td>2.4.1</td><td>Ambiguity in or discrepancy between documents</td><td>NA</td></tr><tr><td></td><td>Y</td><td>3.2.1</td><td>Engineer's Representative's appointment and termination</td><td>NA</td></tr><tr><td></td><td>Y</td><td>3.2.4</td><td>Engineer's Representative acting on Engineer's behalf</td><td>NA</td></tr><tr><td></td><td></td><td>3.2.6</td><td>Engineer's Representative's orders or instructions causing dissatisfaction</td><td>NA</td></tr><tr><td></td><td></td><td>4.3.1</td><td>Proof of compliance with applicable laws</td><td>NA</td></tr><tr><td></td><td></td><td>4.3.2</td><td>Proof of good standing with payments in terms of legislation</td><td>NA</td></tr><tr><td></td><td></td><td>4.5.4</td><td>Payment for notices and fees</td><td>R.....</td></tr><tr><td></td><td></td><td>4.7.1</td><td>Fossils, etc. on Site</td><td>NA</td></tr><tr><td></td><td>Y</td><td>4.8.2</td><td>Facilities for others</td><td>NA</td></tr><tr><td></td><td>Y</td><td>4.9.1</td><td>Removal of Construction Equipment from Site</td><td>NA</td></tr><tr><td></td><td></td><td>4.10.1</td><td>Use of Site for Contractor's employees</td><td>NA</td></tr></table>	Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence		Y	1.2.1.2	Change of address	NA	N		2.2.3	Adverse physical conditions	NA			2.4.1	Ambiguity in or discrepancy between documents	NA		Y	3.2.1	Engineer's Representative's appointment and termination	NA		Y	3.2.4	Engineer's Representative acting on Engineer's behalf	NA			3.2.6	Engineer's Representative's orders or instructions causing dissatisfaction	NA			4.3.1	Proof of compliance with applicable laws	NA			4.3.2	Proof of good standing with payments in terms of legislation	NA			4.5.4	Payment for notices and fees	R.....			4.7.1	Fossils, etc. on Site	NA		Y	4.8.2	Facilities for others	NA		Y	4.9.1	Removal of Construction Equipment from Site	NA			4.10.1	Use of Site for Contractor's employees	NA
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	Y	4.8.2	Facilities for others	NA																																																																			
	Y	4.9.1	Removal of Construction Equipment from Site	NA																																																																			
		4.10.1	Use of Site for Contractor's employees	NA																																																																			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data				
			4.10.2	Contractor's employee information	NA
			4.11.2	Removal of Contractor's employee from Works	NA
			4.11.2	Re-employment of Contractor's employee	NA
	Y		4.12.2	Approval of Site Agent	NA
			5.3.1	Commencement with executing the Works	NA
			5.6.3	Approval of programme	NA
			5.6.4	Adjustment of programme	NA
	Y		5.7.1	Rate of progress falling behind programme	NA
	Y		5.7.1	Steps taken to expedite progress	NA
			5.7.2	Work at night	R.....
	Y		5.7.3	Acceleration of rate of progress	NA
			5.7.3	Payment for acceleration	R.....
	Y		5.8.1.1	Work during non-working times	R.....
			5.9.1	Instructions and drawings on Commencement Date	NA
			5.9.2	Further instructions and drawings	NA
			5.9.3	Requested instructions and drawings	NA
	Y		5.9.7	Contractor's designs	NA
	Y		5.9.7	Departing from Contractor's designs	NA
	Y		5.11.1	Suspension of the Works	NA
			5.11.3	Proceeding with Works after suspension	NA
N			5.12.4	Acceleration in stead of extension of time	R.....
			5.13.2	Reduction in penalty	R.....
N	Y		5.14.1	Work to be completed for Practical Completion	NA
N	Y		5.14.2	Certificate of Practical Completion	NA
N			5.14.4	Certificate of Completion	NA
N			5.16.1	Final Approval Certificate	NA
	Y		6.3.1	Variation orders	R.....
	Y		6.3.2.1	Confirmation of a Variation Order	NA
			6.4.1	Valuation of a Variation Order	NA
			6.4.1.3	Consultation on valuation of a Variation Order	NA
			6.4.1.4	Dayworks as a Variation Order	R.....
	Y		6.4.2	Delivering the valuation of a Variation Order	NA
			6.5.1.3	Construction Equipment rates for dayworks	NA
			6.5.2	Materials for dayworks	R.....
			6.5.3	Workmen, materials and Construction Equipment used for dayworks	NA
			6.6.1	Provisional sum work	
			6.6.3	Prime cost work	
			6.7.2	Valuation of the Works	NA
			6.7.3	Measurement of work	NA
			6.8.4	Costs due to changes in legislation	NA
			6.9.3	Plant and materials becoming property of Employer	NA
			6.10.1	Monthly payment certificate	NA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data				
			6.10.4	Delivery of payment certificate	NA
			6.10.7	Correction of previous payment certificate	NA
			6.10.8	Completion payment certificate	NA
			6.10.9	Final payment certificate	NA
			6.11.1	Variations exceeding 15%	
			7.1.1	Unsuitable Construction Equipment	NA
			7.4.1	Samples of materials	NA
			7.4.2	Test specimens	NA
			7.4.3	Tests	NA
			7.4.5	Reports on tests	NA
			7.5.1	Covering up work	NA
		Y	7.5.2	Delivery of Plant to Site	NA
		Y	7.5.3	Testing and examining Plant and work	NA
			7.5.5	Uncovering work	NA
		Y	7.6.1	Making good and retesting of Plant	NA
			7.6.2	Plant failing testing	NA
		Y	7.6.3	Removal of improper work	NA
		Y	7.7.1	Search for defects	NA
		Y	7.8.1	Making good of defects	NA
		Y	7.9.1	Work by others during emergency	NA
			8.2.2.2	Damage due to excepted risks	NA
			8.5.1	Reporting accidents	NA
			9.1.5	Termination of Contract	NA
	N	Y	9.2.1	Consultation on breach of Contract by Contractor	NA
	N	Y	9.2.1	Breach of Contract by Contractor	NA
	N	Y	10.1.3	Facts to assess Contractor's claim	NA
	N	Y	10.1.5	Consultation on Contractor's claim	NA
	N	Y	10.1.5	Ruling on Contractor's claim	R.....
	N	Y	10.2.3	Consultation on dissatisfaction claim	NA
	N	Y	10.2.3	Ruling on dissatisfaction claim	NA
TOTAL FOR CONTRACT					
<p>*The following abbreviations apply to the above table:</p> <p>ER                Engineer's Representative EWA              Engineer's Written Action N                  No NA                Not Applicable Y                  Yes</p>					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
4.1.2	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The Contractor shall provide the following to the Engineer for retention by the Employer or his/her assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 ‘As-Built’ drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.”</p>
4.3.1	Compliance with applicable laws.
	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“4.3.1.1 The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
	<p>4.3.1.2 OHS requirements</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days of the Commencement Date.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Clause	Contract Data
	<p>4.3.1.3 Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p> <p>4.3.1.4 Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p> <p>4.3.1.5 Contractor's Designer</p> <p>The Contractor and his/her designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract."</p>
4.4.4	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.</p> <p>The withdrawal by the Engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned."</p>
4.10	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"4.10.3 The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work."</p>
5.3.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"The Contractor shall commence executing the works within a period of 10 working days from the date of the written instruction by the Engineer unless otherwise agreed.</p> <p>The documentation required before commencement with site Works execution are:</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
	<ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).</li> <li>• Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3).</li> <li>• Initial programme (Refer to Clause 5.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> <li>• Cashflow"</li> </ul>
5.5.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"The time for Completion shall be twelve (12) Months from Commencement Date, including year-end break/s."</p>
5.6.2.6	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Commencement date after all documents after all documents are submitted</p>
5.7.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined."</p>
5.8.1	<p>The special non-working Days are:</p> <p>Statutory public holidays;</p>
5.13.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>Penalties are charged at R 20 000 per day up to a maximum of 10% of the contract value.</p>
6.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
6.2.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>The amount of the guarantee will be 10% of the Purchase Order as per Engineers instruction (including Value Added Tax) at the time that the Guarantee comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Purchase Order. The Form of Guarantee is appended to the Contract Data as Annexure A.</p> <p>The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works as per Purchase Order.”</p>
6.2.2	<i>DELETE THIS CLAUSE.</i>
6.3.3	Price Adjustment for variations in the cost of special materials is NOT allowed.
6.8.2	The application of a contract price adjustment will NOT apply to this Contract.
6.8.4	<i>DELETE THE WORDS “between the Employer and the Contractor”.</i>
6.10.1.5	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The percentage limit for materials not yet built into the Permanent Works is 80%.”</p>
6.10.3	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The percentage retention is 10%.</p>
6.10.4	<i>IN LINE 3 DELETE THE WORD “said” AND INSERT THE WORD “correct”.</i>
6.10.5.3	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“Defects Liability Period will be 24 months.”</p> <p><b>The defects date is:</b></p> <ol style="list-style-type: none"> <li>three (3) years after the completion of the works relative to a transformer in service or</li> <li>five (5) years after DDP for transformers put into long term storage whichever expires first.</li> </ol> <p><b>The latent defect</b> is seven (7) years from the take-over date relative to a transformer after the three (3) years or five years defect period, whichever is applicable.</p>
6.11.1.3	<i>IN LINE 2 OF THE SECOND PARAGRAPH DELETE “15 %” AND REPLACE IT WITH “25 %”.</i>
8.6.1.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
	"Limit of indemnity shall be R 10 million per event, the number of events being unlimited."
8.6.1.5	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.3 the following insurance is also required:</p> <p>Insurance cover against any damages or loss against production due to political unrest. The Employer shall not be held responsible for such damages or losses."</p>
8.6.6	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 5.3.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer."</p>
9.2.1.3.7	<p><i>DELETE THE FIRST TWO LINES OF THE CLAUSE AND INSERT THE FOLLOWING:</i></p> <p>"The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract,"</p>
10.7.1	<p><i>CHANGE THE WORDING OF THE FIRST SENTENCE OF THIS CLAUSE TO READ AS FOLLOWS:</i></p> <p>This Contract provides for the determination of disputes by arbitration.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

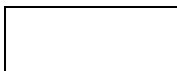
Witness 2

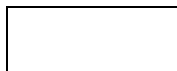


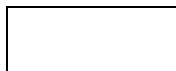
**Part 2: Data provided by the Contractor**

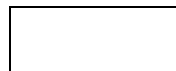
Clause	Contract Data
1.1.1.9	The name of the Contractor is:  .....
1.2.1.2	The Contractor's address for receipt of communications is:  Physical address:          Postal address:          e-mail address:          Contact numbers:          

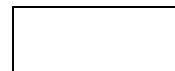
**END OF SECTION**

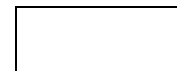
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



**LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS,  
SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY  
(DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING  
OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20  
MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL  
MUNICIPALITY'S A-SUB SUBSTATION**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.3: FORM OF GUARANTEE**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

# THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

## GUARANTEE FOR EXECUTION OF THE CONTRACT

Employer : LEKWA Local Municipality  
Cnr. Dr Beyers Naude & Mbonani  
Mayisela Streets, Standerton  
2430.

Contractor : .....  
.....  
.....  
.....  
.....

Amount of Guarantee: To be equal to 10% percent of the Tender Sum.

I/WE the undersigned, duly acting on behalf of the Company that is described below, do hereby bind the said Company to the Employer that is described above, as surety or co-principal debtor in solidum for the due performance, fulfilment and completion of the Contract by the Contractor that is described above, and we hereby undertake, on behalf of the Company to pay on demand at the above mentioned address:

- any loss or damage which the Employer may sustain
- as well as any penalties or claims and legal costs to which the Employer may become entitled by reason of the non-fulfilment or breach of the terms of the Contract by the Contractor

always provided that the liability of the Company under this guarantee shall not exceed the guaranteed amount that is described above.

On behalf of the Company I/we do hereby renounce all benefits from the legal exceptions non numeratae pecuniae, non causa debiti excussionis et divisionis and all other exceptions which might or could be pleaded against the validity of this guarantee, the meaning whereof we declare ourselves to be fully acquainted with.

On behalf of the Company, I/we do hereby agree that this guarantee shall be irrevocable and shall remain in full force and effect during the term of the Contract, either until the date of issue of a Certificate of Completion for the whole or the final portion of the Works by the Engineer, or until any liability of the Contractor which has arisen before such date in terms of the Conditions of Contract has been satisfied, whichever is the later.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



I/we do further agree and declare

- that all admissions and acknowledgements of indebtedness by the Contractor shall be binding on the Company,
- that the indebtedness of the Contractor to the Employer shall at all times be determined and proved by a written certificate of the Chief Executive Officer, or by any other person acting in such capacity,
- that such certificate shall be binding on the Company and shall be conclusive proof of the amount of the Company's indebtedness, and that such certificate annexed to this guarantee will be valid as a liquid document against the Company in a competent court in the Republic of South Africa,
- that the Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the Contract, and/or to agree to any modifications, variations or alterations to the Works, or to any extensions of the Due Completion Date for the Works under the Contract, and that the rights of the Employer under this guarantee shall in no way be prejudiced nor the liability of the Company be in any way reduced by reason of any steps or concessions which the Employer may take, make, give, concede or agree to under the Contract.
- that the Employer shall be entitled, without prejudice to any of its rights under this guarantee, to give time to and compound with, release from liability or to make any other arrangement with the Contractor, its assigns, its liquidators or its judicial managers, and that any such actions shall not exonerate the Company from any portion of its liability under this guarantee.
- this guarantee is neither negotiable nor transferable, purports to the payment of money only and should be returned to the Company upon payment, completion or cancellation whichever occurs earlier.

Name of Company: .....

The Company chooses as its domicilium citandi et executandi, and for the purpose of the service of any notices and legal processes the following address:

..... (insert address)

THUS DONE AND SIGNED AT ..... ON ..... 20.....

ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





In the presence of the following witnesses:

Witness No 1:

.....  
NAME

.....  
SIGNATURE

Witness No 2:

.....  
NAME

.....  
SIGNATURE

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS,  
SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY  
(DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING  
OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20  
MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL  
MUNICIPALITY'S A-SUB SUBSTATION**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.4: Ministerial Determination –  
Special Public Works Programmes**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



No. 23045

GOVERNMENT GAZETTE, 25 JANUARY 2002

DEPARTMENT OF LABOUR

No. R 63

25 January 2002

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997,

**MINISTERIAL DETERMINATION: SPECIAL PUBLIC WORKS PROGRAMMES**

I, Membathisi Mphumzi Shephard Mdladlana, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Special Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said ministerial Determination shall become binding.

M.M.S. MDLADLANA  
Minister of Labour

**SCHEDULE**

**MINISTERIAL DETERMINATION No 3: SPECIAL PUBLIC WORKS PROGRAMMES**

**Index**

1. Definitions
2. Application of this determination
3. Sections not applicable to public works programmes
4. Conditions

**1. Definitions**

- 1.1 In this determination –

“special public works programme” means a programme to provide public assets through a short-term, non-permanent, labour intensive programme initiated by government and funded from public resources.

- 1.2 Without limiting subsection (1), the following programmes constitute special public works programmes:

- (a) Working for Water
- (b) Community based public works
- (c) Coastal Care
- (d) Sustainable Rural Development (DPLG)
- (e) Landcare
- (f) Community Water and Sanitation
- (g) Arts & Culture poverty relief projects

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



## 2. Application

This Determination applies to all employers and employees engaged in public works programmes.

## 3. The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes:

3.1	Section 10(2)	(Overtime rate)
3.2	Section 11	(Compressed working week)
3.3	Section 14(3)	(Remuneration required for meal intervals of longer than 75 minutes)
3.4	Section 16	(Pay for work on Sundays)
3.5	Section 17(1) & (2)	(Payment of night shift allowance and supply of Transportation)
3.6	Section 20	(Annual leave)
3.7	Section 21	(Pay for annual leave)
3.8	Section 22	(Sick leave)
3.9	Section 25 (2) & (3)	(Commencement of maternity leave and return to work)
3.10	Section 26(2)	(Alternative work for pregnant women)
3.11	Section 27	(Family responsibility leave)
3.12	Section 29(h) to (p)	(Written particulars of employment)
3.13	Section 30	(Display of employee's rights)
3.14	Section 33(1)(g)	(Information about remuneration)
3.15	Section 34(1)(a)	(Deduction by individual agreement)
3.16	Section 34(2) & (3)	(Deduction of damages caused by employee)
3.17	Section 37	(Notice of termination)
3.18	Section 38	(Payment instead of notice)
3.19	Section 39	(Notice for employees in employer supplied accommodation)
3.20	Section 40	(Payment of outstanding amounts on termination)
3.21	Section 41	(Severance pay)
3.22	Section 42(c)	(Certificate of services)
3.23	Section 51 – 58	(Sectorial Determinations)
3.24	Section 84	(Duration of employment)

## 4. Conditions

As set out in the Annexure:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## ANNEXURE

### CONDITIONS OF EMPLOYMENT FOR SPECIAL PUBLIC WORKS PROGRAMMES

#### 1. Introduction

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

In this document –

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

#### 2. Terms of Work

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

#### 3. Normal hours of Work

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

#### **4. Meal Breaks**

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

#### **5. Special Conditions for Security Guards**

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

#### **6. Daily Rest Period**

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

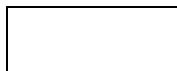
#### **7. Weekly Rest Period**

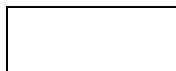
Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

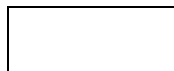
#### **8. Work on Sundays and Public Holidays**

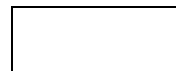
- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
- (a) the worker's daily task rate, if the worker works for less than four hours;
  - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

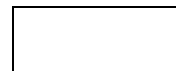
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## 9. Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Disease Act.

## 10. Maternity Leave

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

## 11. Family responsibility leave

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:
- (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of –
    - (i) the employee's spouse or life partner;
    - (ii) the employee's partner, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## 12. Statement of Conditions

- 12.1 An employer must give a worker a statement containing the following details at the start of employment -
- (a) the employer's name and address and the name of the SPWP.
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the SPWP.

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

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

## 13. Keeping Records

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





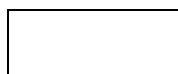
- (a) the worker's name and position,
- (b) in the case of a task-rated worker, the number of tasks completed by the worker,
- (c) in the case of a time-rated worker, the time worked by the worker,
- (d) payments made to each worker.

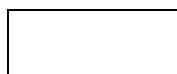
The employer must keep this record for a period of at least three years after the completion of the SPWP.

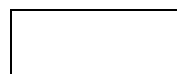
#### 14. Payment

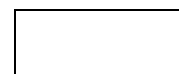
- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved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

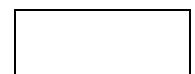
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## 15. Deductions

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

## 16. Health and Safety

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person
  - (b) obey and health and safety instruction
  - (c) Obey all health and safety rules of the SPWP
  - (d) Use any personal protective equipment or clothing issued by the employer.
  - (e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

## 17. Compensation for Injuries and Diseases

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on s SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

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

The employer must report the accident or disease to the Compensation Commissioner.  
An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**18. Termination**

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

**19. Certificate of Service**

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the SPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the SPWP;
  - (f) the period for which the worker worked on the SPWP; and
  - (g) any other information agreed on by the employer and worker.

**END OF SECTION**

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Contractor

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Witness 2

Employer

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Witness 2



## **LEKWA LOCAL MUNICIPALITY**

# **THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION**

## **PORTION 2: CONTRACT**

### **PART C1: AGREEMENTS AND CONTRACT DATA**

#### **PART C1.5: Health and Safety Specifications by Employer**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

### 1. PREAMBLE

In terms of Construction Regulation 5(5) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Client, as the Client shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation.

Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement'

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(see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Client.

### **Scope of Health and Safety Specification Document**

The Health and Safety Specifications pertaining to the project, cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Principal Contractor pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

### **Purpose**

The Main Contractor is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications (All references to the singular shall also be regarded as references to the plural).

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- Safety considerations affecting the site of the project and its environment;
- Health and safety aspects of the associated structures and equipment;
- Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- The Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014 and incorporated into the above Act by Government Notice R84, published in Government Gazette 37305 shall apply to any person involved in construction work pertaining to this project, as will the Act.

## Definitions

The following definitions are extracted from the OH&S Act and relevant Regulations.

**“Purpose of the Act”** to provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

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**“Client”** means any person for whom construction work is performed;

**“Construction Work”** is defined as any work in connection with:

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

**“Contractor”** means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

**“Health and Safety File”** means a file, or other record in permanent form, containing the information required as contemplated in the regulations;

**“Health and Safety Plan”** means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

**“Health and Safety Specification”** means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

**“Method Statement”** means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**“Principal Contractor”** means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

**“Risk Assessment”** means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





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## HAZARD IDENTIFICATION AND RISK ASSESSMENT (CONSTRUCTION REGULATION 9)

### Development of Risk Assessment

The Principal contractor performing construction work shall, before the commencement of any construction work cause a risk assessment to be performed by a competent person, appointed in writing and the risk assessment shall form part of the OH&S plan be implemented and maintained as contemplated in Construction Regulation 7(1).

The risk assessment shall include, at least:

- The identification of the risks and hazards to which persons may be exposed;
- The analysis and evaluation of the risks and hazards identified;
- A documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan.

Based on the risk assessments, the Principle contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction.

### Review of Risk Assessment

The principle shall review the hazard identification, risk assessments and standard working procedure on a monthly basis and update records in the Occupational Health and Safety File. **Please note the risk assessments quality review template to be included in the OHS File.**

## LEGAL REQUIREMENTS

A Principal Contractor shall, as minimum, comply with:

- The Occupational Health and Safety Act 85 of 1993 and Regulations, an up-to-date copy of which shall be available on site at all times;
- The Compensation for Occupational Injuries and Disease Act 130 of 1993, an up-to-date copy of which shall be available on site at all times.

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Contractor

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Employer

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- Disaster Management Act 57 of 2002 Amended

## STRUCTURES AND RESPONSIBILITIES

### Overall Supervision and Responsibility for OH&S

It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulation 7(3), 7(5), 7(9), 7(10) and 7(12) includes in his agreement with Contractors the following:

- OH&S 85 of 1993, section 37(2) agreement: "Agreement with mandatory"
- OH&S 85 of 1993, section 16(2) appointee/s as detailed in his/her respective appointment forms.

### Appointments

The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appropriate appointments for this contract, which the contractor must ensure adherence to.

OH&S Officer	Construction Regulation 8(6)
Assignment by CEO	OHSA 16(2)
Contractor	CR 4(1)(c)
OH&S Representatives	OH&S Section 17
OH&S Committee	OH&S Section 19
Construction Supervisor	Construction Regulation 6(1)
Risk Assessor	Construction Regulation CR 7(1)
Emergency/Security/Fire Coordinator	Construction Regulation 29
First Aider	General Safety Regulation 3
Fire Equipment Inspector	Construction Regulation 29
Incident Investigator	General Admin Regulation 29
HCS Supervisor	HCS Regulations
Stacking and Storage Supervisor	Construction Regulation 28

**Please note the site organogram should be included in the OHS File with all responsible appointed persons clearly displayed; please ensure that the regulation applicable is referenced next to the appointed person.**

Contractor

Witness 1

Witness 2

Employer

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In Addition, the Principal Contractor is required to list all Sub-Contractors that he/she appoints or intends to appoint and keep the list updated and displayed on site.

## **ADMINISTRATIVE CONTROL AND THE OCCUPATIONAL HEALTH AND SAFETY FILE**

### **The OH&S File (Construction Regulation 7)**

As required by Construction Regulation 7, the Principal Contractor and other sub-contractors shall each keep an OH&S file on site. With the following included in the OH&S file:

- Notification of Construction work
- Latest Copy of OH&S Act & Regulations, COID Act
- Environmental Plan
- Quality Control Plan
- COVID-19 OHS Plan
- COVID-19 Screening of Employees
- OH&S Policy and Site OHS Rules
- Proof of registration and good standing with COID Insurer
- OH&S Plan and Risk Assessments, Safe working Procedures and method statements
- Incident Management
- Emergency evacuation plan
- Copies of OH&S Committee and other relevant minutes
- A list of Sub-contractors including copies of mandatory agreements
- MSDS
- Appointment letters
- Competency Certificates
- Medical certificate of fitness (Occupational Health Practitioner)
- PPE Issue record
- Induction Record
- Tool box Talks topics and Record
- Checklists and Registers as follows:

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Contractor

Witness 1

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Employer

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Accident/Incident Register	Stacking and Storage inspection
Machinery safety inspection register	HCS record (if applicable)
First Aid box contents	Hand Tools Checklist
Housekeeping	Construction vehicle and mobile plant
Portable Electrical Equipment	
Fire equipment inspection and maintenance	

Client will conduct an Audit on the OH&S file of the Principal Contractor on a regular basis.

### Notification of Construction Work

The Principal Contractor shall, where the contract meets the requirements laid down in Construction Regulation 4, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file.

### Training and Competence

The contents of all the training required by the Act and Regulations shall be included in the Principal Contractor's OH&S Plan. The Principal Contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited Service Providers shall be used for OH&S training. The Principal Contractor shall ensure that his and other sub-contractors personnel appointed are competent and that all training require to do work safely and without risk to health, has been completed before work commences. The principal contractor shall ensure that follow-up refresher training is conducted as the contract work progresses and the work situation changes. Records of all training must be kept on the OH&S file for auditing purposes.

### Consultation, Communication and Liaison

Consultation with the workforce on OH&S matters will be through OH&S representatives and the OH&S committee. The Principal Contractor shall be responsible for the dissemination of all relevant OH&S information to Sub-Contractors. The Principal Contractor's most senior manager on site shall be required to attend all OH&S committee meetings.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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## CHECKING, REPORTING AND CORRECTIVE ACTION

### Monthly Audit by Client (Construction Regulation 5(1)(o))

Client will conduct monthly audits to comply with CR5(1)(O) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S plan.

### Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S management system as well as with this specification.

### Inspections by OH&S Representatives and other Appointees

OH&S representative shall conduct weekly inspections of their areas of responsibility and the report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and the report thereon as specified in their appointments.

### Recording and Review of Inspection Results

All the results of the above-mentioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed in the OH&S file.

### Accidents and Incident Investigation (General Administration Regulation 9)

The Principal Contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation will be entered into an accident/incident register.

The Principal Contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24(1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

### Reporting

The Principal Contractor shall provide Client with all copies statutory reports required in terms of the Act within 7 days of the incident occurring.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## OPERATIONAL CONTROL

### Operational Procedures

Each construction activity shall be assessed by the Principal Contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during execution of each activity. This specification requires the Principal Contractor:

- To be conversant with Regulation 10 to 30 (inclusive);
- To comply with provisions; and
- To include them in the OH&S plan where relevant.

### Emergency Procedures

The Principal Contractor shall identify and formulate emergency procedures in the event an incident does occur. The emergency procedure shall be included in the Principal's contractor OH&S file.

### Medical Certificate of Fitness [Construction Regulation 7(8)]

The Contractor must ensure that all his employees have a valid medical certificate of fitness, **specific to the construction work performed** and issued by an occupational health practitioner in the form of Annexure 3.

### COVID-19

The Contractor to ensure all employees undergo COVID-19 Screening. Cloth masks, Hand sanitizer and soap is readily available for all the employees and visitors for hygiene purposes. Social distancing of 1m to be exercised at all Times. Awareness talks to be prioritized on a weekly basis and as needed be.

### Personal Protective Equipment (PPE) (Sections 8,5,23 of OH&S Act)

The contractor shall identify the hazards in the workplace and deal with them. He must either remove them, or where impracticable, takes steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

PPE should, however, be the last resort and there should always first be attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

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Contractor

Witness 1

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Employer

Witness 1

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It is future requirements that the Contractor maintain the said equipment, that he instruct and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employees.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed PPE through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition for which the equipment was prescribed, but an alternative solution has to be found that may include relocating or discharging the employee.

The Principal Contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the monthly inspection meetings.

### **Other Regulations**

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g Construction Regulation 24: Machinery on Construction Sites) the Principal Contractor shall be conversant with and shall comply with these regulations.

### **Public Health and Safety (Section 9 of the OH&S Act)**

The Principal Contractor shall be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize those dangers. This included:

- Non-employees entering the site for whatever reason;
- The surrounding community; and
- Passer-by to site.

**NB: BEFORE CONSTRUCTION, CONTRACTOR TO BE MINDFUL OF EXISTING ELECTRICAL POWER LINES, SEWER LINE AND WATER PIPES.**

## **2. PROTECTION OF EXISTING SERVICES**

3. Location of existing services

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Before any underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. For this purpose, he shall obtain from the Engineer up-to-date plans showing the position of services in the area where he intends to work. As the location of services can often not be reliably determined from such plans, he shall further determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the service at the positions of possible interference by his activities. The latter procedure shall also be followed in respect of any service not shown on plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of drawings, a copy of which shall be furnished to the Engineer.

#### Protection during construction

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other plant shall not be operated in dangerously close proximity of these services. Where necessary, excavation in close proximity of these services shall be carefully carried out by means of suitable hand tools, excluding picks wherever their use could cause damage to the services. Services left exposed shall be suitably protected from damage.

### 4. Erosion control

During construction, the Contractor shall protect all areas susceptible to erosion by installing all necessary temporary and permanent drainage works as soon as possible and by taking such other measures as may be necessary to prevent the concentration of surface water and the scouring of slopes, banks and other areas.

Runnels or erosion channels developing during the construction period or during the defects liability period shall be backfilled and consolidated and the affected areas shall be restored to their former proper condition. The Contractor shall not allow large-scale erosion to develop before effecting repairs and all erosion damage shall be repaired as soon as possible and in any case not later than three months before the end of the defects liability period. Topsoil washed away shall be replaced.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## PROJECT/SITE SPECIFIC REQUIREMENTS

### List of Risk Assessments (Among others)

- Clearing and Grubbing of the area/site;
- Site establishing including;
- Fire;
- COVID-19;
- Adjacent land uses/surrounding property exposures;
- Exposure to noise;
- Exposure to vibration;
- Protection against dehydration and heat exhaustion;
- Use of portable electrical equipment;
- Loading and offloading of trucks;
- Use and storage of flammable liquids and other HCS;
- Dust Control;
- Fire Protection;
- Housekeeping

**Outlined data, references and information on certain and/or specific obligatory requirements to ensure compliance the Principal Contractor has to comply to the health and safety specification as well as all the OHS 85 of 1993 requirements and all it's regulations.**

#### 1. Administrative & Legal Requirements

5. OHS Act Section/ 6. Regulation	7. Subject	8. Requirements
Construction. Regulation 4	<b>Notice of carrying out Construction work</b>	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	<b>*Copy of OH&amp;S Act (Act 85 of 1993)</b>	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	<b>*Registration with Compensation. Insurer</b>	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1) (b)	<b>H&amp;S Specification &amp; Programmed</b>	H&S Spec received from Client and/or its Agent on its behalf OH&S programmed developed & Updated regularly
Section 8(2)(d) Construction. Regulation	<b>*Hazard Identification &amp; Risk Assessment</b>	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<b>Risk assessment should cover all aspects and processes in the whole construction work including the high risk areas which must lead to the development and documenting some safe work procedures on every task being carried out on site.</b>	Employees/Sub-Contractors informed/trained The traffic accommodation plan during the construction. Watering of the by-pass road and all areas where employees work.
Section 16(2)	<b>*Assigned duties (Managers)</b>	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 8(1)	<b>Designation of Person Responsible on Site</b>	Competent person appointed in writing as Construction Supervisor with job description
Construction. Regulation 8(2)	<b>Designation of Assistant for above</b>	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7 Section 17	<b>*Designation of Health &amp; Safety Representatives</b>	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports auctioned by Management.

Section 19 & 20 General Administrative Regulations 5	<b>*Health &amp; Safety Committee/s</b>	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Auctioned by Management.
Section 37(1) & (2)	<b>*Agreement with Mandataries/ (Sub-)Contractors</b>	Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	<b>*Reporting of Incidents (Dept. of Labour)</b>	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	<b>*Investigation and Recording of Incidents</b>	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 13	<b>Excavations</b>	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



		- after rain. Inspections register kept Method statement developed where explosives will be/ are used
Construction. Regulation 28/ General Safety Regulation 8(1)(a)	<b>*Designation of Stacking &amp; Storage Supervisor.</b>	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Construction. Regulation 29/ Environmental Regulation 9	<b>*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection</b>	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: <ul style="list-style-type: none"> <li>- Drilled/Practiced</li> <li>- Plan &amp; Records of Drills/Practices available on Site</li> </ul> Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on <b>register</b> . Inspected weekly. Inspection Register kept Serviced annually
General Safety Regulation 3	<b>*First Aid</b>	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/as clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	<b>Personal Safety Equipment (PPE)</b>	PSE Risk Assessment carried out Items of PPE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PPE PSE remain property of Employer, not to be removed from premises GSR 2(4)
Hazardous Chemical Substances ( <b>HCS</b> ) Regulations Construction Regulation 25	<b>*Control of Storage &amp; Usage of HCS and Flammables</b>	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of <b>HCS</b> (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers
Construction. Regulation 23	<b>Construction Vehicles &amp; Earth Moving Equipment</b>	Operators/Drivers appointed to: <ul style="list-style-type: none"> <li>- Carry out a daily inspection prior to use</li> <li>- Drive the vehicle/plant that he/she is competent to operate/drive</li> </ul> Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 2. Education & Training

9. Subject	10. Requirement
<p>*Company OH&amp;S Policy Section 7(1)</p> <p>*Company/Site OH&amp;S Rules (Section 13(a))</p> <p>*Induction &amp; Task Safety Training (Section 13(a))</p> <p>*General OH&amp;S Training (Section 13(a))</p> <p>*Occupational Health &amp; Safety Promotion</p>	<p>Policy signed by CEO and published/Circulated to Employees</p> <p>Policy displayed on Employee Notice Boards</p> <p>Management and employees committed.</p> <p>Rules published</p> <p>Rules displayed on Employee Notice Boards</p> <p>Rules issued and employees effectively informed or trained: written proof</p> <p>Follow-up to ensure employees understand/adhere to the policy and rules.</p> <p>All new employees receive OH&amp;S Induction Training.</p> <p>Training includes Task Safety Instructions.</p> <p>Employees acknowledge receipt of training.</p> <p>Follow-up to ensure employees understand/adhere to instructions.</p> <p>All current employees receive specified OH&amp;S training: written proof</p> <p>Operators of Plant &amp; Equipment receive specified training</p> <p>Follow-up to ensure employees understand/adhere to instructions.</p> <p><u>Incident Experience Board indicating e.g.</u></p> <p>* No. of hours worked without an Injury</p> <p>* No. of days worked without an Injury</p> <p>Mission, Vision and Goal</p> <p>Star Grading - Board kept up to date.</p> <p>Safety Posters displayed &amp; changed regularly</p> <p>Employee Notice Board for OH&amp;S Notices.</p> <p>Site OH&amp;S Competition.</p>

## 3. Public Safety, Security Measures & Emergency Preparedness

11. Subject	12. Requirement
<p>*Notices &amp; Signs</p> <p><b>Site Safeguarding</b></p> <p>*Security Measures</p> <p>*Emergency Preparedness</p> <p>*Emergency Drill &amp; Evacuation</p>	<p>Notices &amp; Signs at entrances / along perimeters indicating <b>"No Unauthorized Entry"</b>.</p> <p>Notices &amp; Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. <b>"Visitors to report to Office"</b></p> <p>Notices &amp; Signs posted to warn of overhead work and other hazardous activities. e.g. <b>General Warning Signs</b></p> <p>Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site.</p> <p>Access control measures/register in operation</p> <p>Security patrols after hours during weekends and holidays</p> <p>Sufficient lighting after dark</p> <p>Guard has access to telephone/ mobile/other means of emergency communication</p> <p>Emergency contact numbers displayed and made available to Security &amp; Guard</p> <p>Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards)</p> <p>Emergency contingency plan available on site/in yard</p> <p>Doors open outwards/unobstructed</p> <p>Emergency alarm audible all over (including in toilets)</p> <p>Adequate No. of employees trained to use Fire Fighting Equipment.</p> <p>Emergency Evacuation Plan available displayed and practiced.</p> <p><b>(See Section 1 for Designation &amp; Register)</b></p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



#### 4. Personal Protective Equipment

13. Subject	14. Requirement
<b>*PPE needs analysis</b>	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
<b>*Head Protection</b>	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
<b>*Foot Protection</b>	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
<b>*Eye and Face Protection</b>	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: <ul style="list-style-type: none"> <li>* Angle / Bench Grinders</li> <li>* Electric Drills</li> <li>* Explosive Powered tools</li> <li>* Cutting / Welding Torches</li> <li>* Cutting Tools and Equipment</li> <li>* Shears</li> <li>* Sanders and Sanding Machines</li> <li>* CO2 and Arc Welding Equipment</li> <li>* Skill / Bench Saws</li> <li>* Spray Painting Equipment etc.</li> </ul>
<b>*Hearing Protection</b>	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: <ul style="list-style-type: none"> <li>* Explosive Powered Tools</li> <li>* Wood/Aluminum Working Machines e.g. saws, planers, routers</li> </ul>
<b>*Hand Protection</b>	<u>Protective Gloves</u> worn by employees handling / using: <ul style="list-style-type: none"> <li>* Steel / Chemicals</li> <li>* Welding Equipment</li> <li>* Hammers &amp; Chisels</li> <li>* Jack / Kango Hammers etc.</li> </ul>
<b>*Respiratory Protection</b>	Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: <ul style="list-style-type: none"> <li>* Dusty areas</li> <li>* Hazardous chemicals</li> <li>* Angle Grinders</li> <li>* Spray Painting etc.</li> </ul>
<b>*Protective Clothing</b>	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
<b>*PPE Issue &amp; Control</b>	Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)

#### 5. Housekeeping.

Subject	Requirement
<b>*Scrap Removal System</b>	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
<b>Stacking &amp; Storage</b>	<u>Stacking:</u> <ul style="list-style-type: none"> <li>* Stable, on firm level surface/base.</li> </ul>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(See Section 1 for Designation & Register)	<ul style="list-style-type: none"> <li>* Prevent leaning/collapsing</li> <li>* Irregular shapes bonded</li> <li>* Not exceeding 3x the base</li> <li>* Stacks accessible</li> <li>* Removal from top only.</li> </ul> <p><u>Storage:</u></p> <ul style="list-style-type: none"> <li>* Adequate storage areas provided.</li> <li>* Functional – e.g. demarcated storage areas/racks/bins etc.</li> <li>* Special areas identified and demarcated e.g. flammable gas, cement etc.</li> <li>* Neat, safe, stable and square.</li> <li>* Store/storage areas clear of superfluous material.</li> <li>* Storage behind sheds etc. neat/under controls.</li> <li>* Storage areas free from weeds, litter etc.</li> </ul>
<b>*Waste Control/Reclamation</b>	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
<b>Sub-contractors.</b>	Sub-contractors required complying with Housekeeping requirements.

## 6. Plant & Storage Yards/Site Workshops Specifics

15. Subject	16. Requirements
Section 8(2)(1) General Machinery Regulation 2(1): <b>Supervision of the Use &amp; Maintenance of Machinery</b>	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery  Critical items of Machinery identified/numbered/placed on register/inventory  Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded

## 7. Workplace Environment, Health and Hygiene

17. Subject	18. Requirement
<b>*Ventilation</b>	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
<b>*Noise</b>	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
<b>*Heat Stress</b>	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
<b>*Ablutions</b>	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	Ablution facilities kept hygienic and clean.
<b>*Eating / Cooking Facilities</b>	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
<b>*Pollution of Environment</b>	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
<b>*Hazardous Chemical Substances</b>	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable
<b>COVID-19</b>	Toolbox Talks Sessions PPE (Cloth face masks and surgical gloves) Soap and Water, Hand Sanitisers Social distancing (1metre)

I, the undersigned hereby acknowledge that I fully understand the contents of this Health and Safety Specification and the consequences of non-compliance.

### SIGNATURE OF CLIENT (CLIENT)

Name .....Signature .....Date.....

### SIGNATURE OF PRINCIPAL CONTRACTOR

Name .....Signature .....Date.....

## 10. MEASUREMENT AND PAYMENT

### 10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in the applicable payment item in the Bill of Quantities for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rate for "Health and Safety Obligations".

#### (a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(b) Records and registers

The keeping of health and safety-related records and registers as described is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

**END OF SECTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS,  
SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY  
(DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING  
OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20  
MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL  
MUNICIPALITY'S A-SUB SUBSTATION**

**PORTION 2: CONTRACT**

**PART C2: PRICING DATA**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

# THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

## PART C2: PRICING DATA

### CONTENTS

Section	Description	Page No
C2.1	Pricing Instructions .....	C2.1-1to4
C2.2	Bill of Quantities .....	C2.2-1to24
C2.3	Summary of Bill of Quantities.....	C2.3-1to2

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY,  
DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY, INSTALLATION,  
TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY  
FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER  
FOR LEKWA LOCAL MUNICIPALITY’S A-SUB SUBSTATION**

**PORTION 2: CONTRACT**

**PART C2: PRICING DATA**

**PART C2.1: PRICING INSTRUCTIONS**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY, INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

#### PART C2.1: PRICING INSTRUCTIONS

##### 1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Bill of Quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

Unit	:	The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	:	The number of units for each item.
Rate	:	The payment per unit of work at which the tenderer tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Lump sum (L.Sum)	:	An amount tendered for an item, the extend of which is described in the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

##### 2. PAY ITEMS

The method of measurement as published in the SABS 1200 Standardized Specifications subject to the variations and amendments contained in section C3.4.2 shall be applicable to this contract.

The Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



km	=	kilometre	t	=	ton (1 000 kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-
metre					
m <sup>3</sup> -km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt

### 3. QUANTITIES

- 3.1 Unless otherwise stated, items are measured net and no allowance is made for waste.
- 3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities shown in the bills of quantities are for all the total estimated work per part of work during the current financial year only. It is anticipated that the budget amount for the next financial year will be similar.
- 3.3 All the work of a specific part may be allocated to one contractor by the municipality or it may be shared between all the appointed contractors for that specific part of the work.
- 3.4 The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

### 4. RATES

- 4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.
- Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.
- 4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, 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 be actually required.
- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 4.6 All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 4.7 All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.
- 4.10 If 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 unit rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the unit rate as quoted shall govern, and the line item total shall be corrected.

**END OF SECTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY,  
DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY, INSTALLATION,  
TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY  
FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER  
FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION**

### **PORTION 2: CONTRACT**

#### **PART C2.2**

#### **BILL OF QUANTITIES**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY,  
DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY, INSTALLATION,  
TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY  
FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER  
FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION**

### **PORTION 2: CONTRACT**

#### **PART C2.3**

#### **SUMMARY OF BILL OF QUANTITIES**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## SUMMARY OF BILL OF QUANTITIES

10/2022/2023 - SUMMARY OF TENDER			
SCHED No.		DESCRIPTION	Amount
A		B	C
<b>Section 1</b>		<b>Preliminary &amp; General</b>	<b>R</b> <b>-</b>
Bill No. 1		Fixed charge items	R -
Bill No. 2		Time related items	R -
<b>Section 2</b>		<b>Measured Works</b>	<b>R</b> <b>-</b>
Bill No. 1	2.1.1	Design and Engineering	R -
Bill No. 2	2.1.2	Procurement of Materials	R -
Bill No. 2	2.2.1	Manufacturing	R -
Bill No. 2	2.2.2	Delivery to site	R -
Bill No. 2	2.2.3	Installation	R -
Bill No. 2	2.2.4	Commissioning and Testing	R -
		<b>TOTAL EXCLUDING VAT</b>	<b>R</b> <b>-</b>
		<b>VAT @ 15%</b>	<b>R</b> <b>-</b>
		<b>TOTAL TENDEER SUM</b>	<b>R</b> <b>-</b>

Note:

Tenderers are reminded to transfer the Total Tender Sum to Part C1.1: Form of Offer and Acceptance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID No: DTS 10/2022/2023

ITEM NO.	PAY REF	DESCRIPTION	Unit	TENDER AMOUNT		
				Quantity	Rate	Amount
				A	B	C
		<b>SECTION NO. 1</b>				
	<b>SANS 1200A</b>	<b>PRELIMINARY AND GENERAL</b>				
		<b>(Applicable to the whole of the Works)</b>				
		<b>BILL NO. 1</b>				
	<b>8.3</b>	<b>FIXED CHARGE ITEMS</b>				
		PREAMBLE				
		A detailed breakdown of Preliminaries and General should be submitted with this tender				
A	8.3.1	Contractual requirements.	Sum	1		R -
	8.3.2	Establishment of Facilities on the Site				
	<b>8.3.2.2</b>	<b>Facilities for Contractor</b>				
B	8.3.2.2.a)	Offices and storage sheds.	Sum	1		R -
C	8.3.2.2.b)	Workshops.	Sum	1		R -
D	8.3.2.2.c)	Laboratories.	Sum	1		R -
E	8.3.2.2.d)	Living accommodation.	Sum	1		R -
F	8.3.2.2.e)	Ablution and latrine facilities.	Sum	1		R -
G	8.3.2.2.f)	Tools and equipment.	Sum	1		R -
H	8.3.2.2.g)	Water supplies, electric power, communications, dealing with water, and access.	Sum	1		R -
J	8.3.2.2.j)	Plant.	Sum	1		R -
K		Medicals and inductions	Sum	1		R -
L		Fencing of laydown area	Sum	1		R -
M		Electrical Engineering Design Fees	Sum	1		R -
N		Mechanical Engineering Design Fees	Sum	1		R -
P	8.3.3	Other fixed charge obligations. (Specify)	Sum	1		R -
Q	8.3.4	Removal of site establishment.	Sum	1		R -
<b>Carried to Summary</b>						<b>R -</b>
		<b>SECTION NO. 1</b>				
	<b>SANS 1200A</b>	<b>PRELIMINARY AND GENERAL</b>				

ITEM NO.	PAY REF	DESCRIPTION	Unit	TENDER AMOUNT		
				Quantity	Rate	Amount
				A	B	C
		(Applicable to the whole of the Works)				
		<b>BILL NO. 2</b>				
	<b>8.4</b>	<b>TIME RELATED ITEMS</b>				
		<u>PREAMBLE</u>				
		A detailed breakdown of the Preliminaries and General should be submitted in this tender				
A	8.4.1	Contractual requirements	Sum	1		R -
	8.4.2	Operation and Maintenance of Facilities on Site, for Duration of Construction, (unless otherwise stated)				
	8.4.2.2	Facilities for Contractor				
B	8.4.2.2.a)	Offices and storage sheds	Sum	1		R -
C	8.4.2.2.b)	Workshops	Sum	1		R -
D	8.4.2.2.c)	Laboratories	Sum	1		R -
E	8.4.2.2.d)	Living accommodation	Sum	1		R -
F	8.4.2.2.e)	Ablution and latrine facilities	Sum	1		R -
G	8.4.2.2.f)	Tools and equipment	Sum	1		R -
H	8.4.2.2.g)	Water supplies, electric power, communications, dealing with water, and access	Sum	1		R -
J	8.4.2.2.j)	Plant	Sum	1		R -
K	8.4.3	Supervision for duration of construction	Sum	1		R -
L	8.4.4	Company and head office overhead costs for duration of the contract	Sum	1		R -
M		Safety Compliance	Sum	1		R -
N	8.4.5	Other time related obligations. (Specify)	Sum	1		R -
P	8.4.5.1	CLO Salary	Sum	1		R -
Q	8.4.5.2		Sum	1		R -
R	8.4.5.3		Sum	1		R -
S	8.4.5.4		Sum	1		R -
T	8.4.5.5		Sum	1		R -
Carried to Summary						R -
		<b>SECTION NO. 2</b>				
		<b>SUPPLY, INSTALLATION, AND COMMISSIONING OF 20MVA TRANSFORMER</b>				
		<b>BILL NO. 1</b>				
2.1.1		<u>DESIGN AND ENGINEERING</u>				
A		Electrical Engineering Design Fees	Sum	1		R -
B		Mechanical Engineering Design Fees	Sum	1		R -
C						

ITEM NO.	PAY REF	DESCRIPTION	Unit	TENDER AMOUNT		
				Quantity	Rate	Amount
				A	B	C
D						
DESIGN AND ENGINEERING - Carried to Summary						R -
2.1.2		<b><u>PROCUREMENT OF MATERIALS</u></b>				
		<u>Procurement of input items for the Transformer</u>				
A		Radiators/Coolers	Sum	1	R	-
B		Copper	Sum	1	R	-
C		Core Steel	Sum	1	R	-
D		Tap changer	Sum	1	R	-
E		HV Bushing	Sum	1	R	-
F		MV Bushings	Sum	1	R	-
G		LV Bushings	Sum	1	R	-
H		Neutral Bushing	Sum	1	R	-
J		Insulation material	Sum	1	R	-
K		Mild steel	Sum	1	R	-
L		Oil	Sum	1	R	-
M		Temperature monitor/ Fibre optics	Sum	1	R	-
N		Sergi Fire and Explosion Prevention	Sum	1	R	-
P		Sprinkler System	Sum	1	R	-
Q		On-Line DGA	Sum	1	R	-
R		Other Transformer Components (List and Specify)	Sum	1	R	-
S			Sum		R	-
T			Sum		R	-
U			Sum		R	-
V			Sum		R	-
W			Sum		R	-
X			Sum		R	-
Y			Sum		R	-
Z			Sum		R	-
AA			Sum		R	-
AB			Sum		R	-
AC			Sum		R	-
AD			Sum		R	-
AE			Sum		R	-
PROCUREMENT OF MATERIALS - Carried to Summary						R -
2		SECTION NO. 2				

ITEM NO.	PAY REF	DESCRIPTION	Unit	TENDER AMOUNT		
				Quantity	Rate	Amount
				A	B	C
2.2.1		<b>SUPPLY, INSTALLATION, AND COMMISSIONING OF 20MVA TRANSFORMER</b>				
		<b>BILL NO. 2</b>				
		<b><u>SUPPLY, INSTALLATION AND COMMISSIONING OF TRANSFORMER COMPONENTS</u></b>				
		<u>Manufacturing</u>				
		Manufacturing	Sum	1	R	-
A			Sum	1	R	-
B			Sum	1	R	-
C			Sum	1	R	-
D			Sum	1	R	-
<b>MANUFACTURING - Carried to Summary</b>						<b>R -</b>
2.2.2		<u>Delivery to site</u>				
A		Transport to site	Sum	1	R	-
B			Sum	1	R	-
C			Sum	1	R	-
<b>DELIVERY TO SITE - Carried to Summary</b>						<b>R -</b>
2.2.3		<u>Installation</u>				
A		20MVA 33kV/11kV Transformer	Sum	1	R	-
B		Sergi	Sum	1	R	-
C		Sprinkler System	Sum	1	R	-
D			Sum	1	R	-
E			Sum	1	R	-
F			Sum	1	R	-
G			Sum	1	R	-
<b>INSTALLATION - Carried to Summary</b>						<b>R -</b>
2.2.4		<u>Commissioning and Testing</u>				
A		Factory Type Testing Unit	Sum	1	R	-
B		Site Testing	Sum	1	R	-
C		Site Commissioning	Sum	1	R	-
D			Sum	1	R	-
<b>COMMISSIONING AND TESTING - Carried to Summary</b>						<b>R -</b>



**LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS,  
SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY  
(DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING  
OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20  
MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL  
MUNICIPALITY'S A-SUB SUBSTATION**

**PORTION 2: CONTRACT**

**PART C3: SCOPE OF WORK**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

# THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY (DDP), INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

## PART C3: SCOPE OF WORK

### CONTENTS

<b>Section</b>	<b>Description</b>	<b>Page No</b>
C3.1	DESCRIPTION OF THE WORKS .....	C3.1-1to5
C3.2	ENGINEERING .....	C3.2-1to3
C3.3	PROCUREMENT: GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT .....	C3.3-1to6
C3.4	CONSTRUCTION .....	C3.4-1to3
C3.5	SPECIFICATIONS .....	C3.5-1to6

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY, INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

#### PART C3.1: DESCRIPTION OF THE WORKS

##### C3.1.1 Employer's Objectives

Lekwa Local Municipality is a licensed electricity distributor with NERSA with license number NER/D/MP305, and supplies electricity to the area within the jurisdiction of the entire Sakhile and Rooikoppen which is the area where the intended Switching Station is to be built (or existing switching station to be modified). This is to cater for the over 4 000 existing housing community and the new settlement area.

The project objectives are to:

1. To provide additional capacity for a new settlement area at Rooikoppen and Extension 8.
2. Provide stability to the existing distribution from A-Substation.

##### C3.1.2 Overview and Location of the Works

The works includes **the design, detailed engineering, manufacture, testing at Contractor's Works, supply, Directory Access Protocol (DAP), delivery (DDP), installation, testing at site and commissioning of one complete fully functional three phase 20 MVA 33 /11kv power transformer for Lekwa Local Municipality's A-Sub Substation.** the works are done strictly in accordance with the IEC60076 Specification for oil immersed HV and EHV Power Transformer.

The engineering and manufacturing works will be conducted at the Supplier facilities. The installation works will be conducted at A-Substation The A-Substation is situated in Sakhile Township, between Extension 6 and 7. The A-Substation is at an estimated distance of 1.6 km from Standerton town, along

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Contractor

Witness 1

Witness 2

Employer

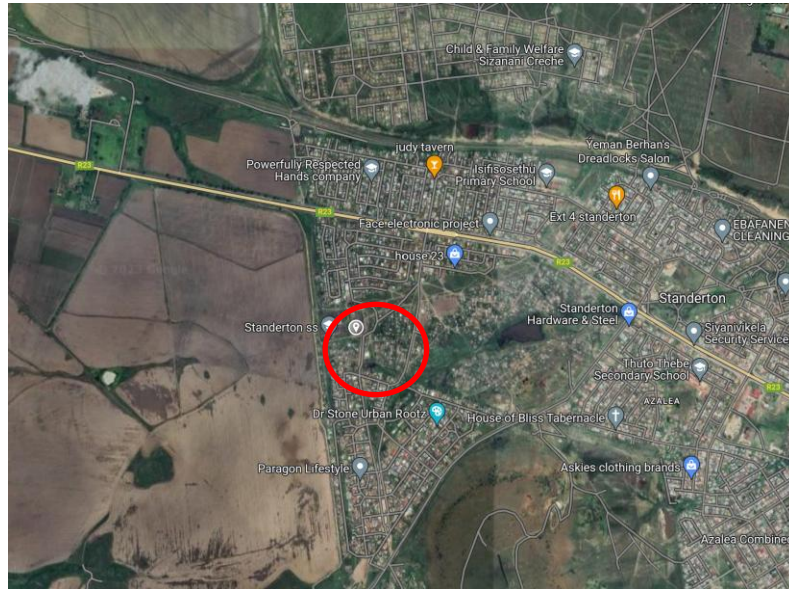
Witness 1

Witness 2

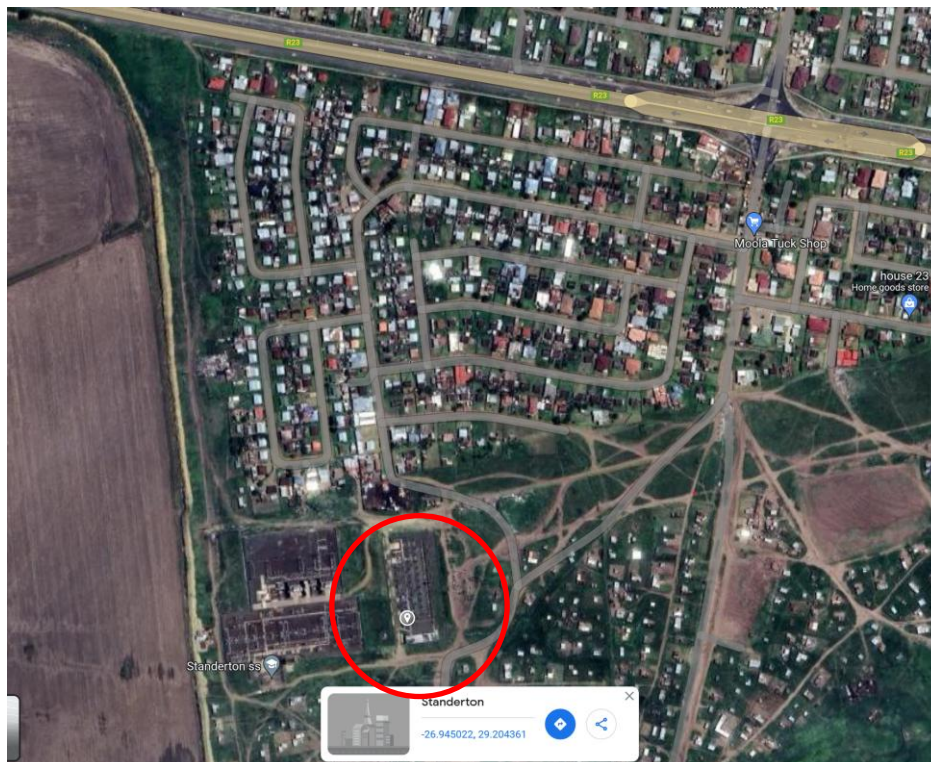




R23 Road. The A-Substation is the major substation in Lekwa LM network because it is receiving power from Eskom and being distributed to other substations within the Lekwa LM network. The switching station is situated in Extension 4 Township at an estimated distance of 4 km from Standerton town. Refer to Figure 1 and Figure 2.



**Figure 1: East of Standerton Central Business District**



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Figure 2: Standerton A-Sub substation Location -26.945022, 29.204361**

### **C3.1.2 Temporary Works**

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site.

### **C3.1.6 General Information**

The minimum requirements for storage are to comply with the Supplier's procedure for long-term storage with the exception that the unit will not be fully installed for storage after a period of three (3) years. The guarantee will remain intact for a period longer than three (3) years.

Lekwa Local Municipality will ensure maintenance and operations are in accordance with manufacturer's instruction.

Lekwa Local Municipality's will ensure that a representative from the municipality and the approved Original Equipment Manufacturer (OEM) will supervise the moving of stored transformers to a specific location for installation and commissioning. In an Emergency the Contractor must ensure that the supervisor is available within 24 hours.

**TABLE 1.1**

<b>Station</b>	<b>Number of Transformers required</b>	<b>MVA Rating</b>	<b>Voltage kV HV side / LV side</b>
A-Sub Substation	1	20	33/11kV

The Supplier provides all engineering services, material and labour necessary to provide the works for full installation.

The works includes the entire auxiliary equipment normally supplied with a new transformer including but not limited to conservator tank, breathers, HV and Neutral Bushings, Radiators, Protection equipment, Instrumentation, On-line Dissolved Gas Monitoring Equipment, Valves, controls and marshalling kiosks.

The works operates effectively for at least 40 years. (Expected design life).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS,  
SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY,  
INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE  
COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV  
POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY’S A-  
SUB SUBSTATION**

**PART C3.2: ENGINEERING**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 1. DESCRIPTION OF THE WORKS

The *Works* includes the design, detailed engineering, manufacture, testing at Contractor's Works, supply, Directory Access Protocol (DAP), delivery (DDP), installation, testing at site and commissioning of one complete fully functional three phase 20 MVA 33 /11kv power transformer for Lekwa Local Municipality's A-Sub Substation. The *works* are done strictly in accordance with the IEC60076 Specification for oil immersed HV and EHV Power Transformer.

The minimum requirements for storage are to comply with the Lekwa Local Municipality's procedure for long-term storage with the exception that the unit will not be fully installed for storage after a period of three (3) years. The guarantee will remain intact for a period longer than three (3) years.

Lekwa Local Municipality will ensure maintenance and operations are in accordance with manufacturer's instruction.

Lekwa Local Municipality's will ensure that a representative from the municipality and the approved Original Equipment Manufacturer (OEM) will supervise the moving of stored transformers to a specific location for installation and commissioning. In an Emergency the *Contractor* must ensure that the supervisor is available within 24 hours.

**TABLE 1.1**

Station	Number of Transformers required	MVA Rating	Voltage kV HV side / LV side
A-Sub Substation	1	20	33/11kV

The *Contractor* provides all engineering services, material and labour necessary to provide the *works* for full installation.

The *works* includes the entire auxiliary equipment normally supplied with a new transformer including but not limited to conservator tank, breathers, HV and Neutral Bushings, Radiators, Protection equipment, Instrumentation, On-line Dissolved Gas Monitoring Equipment, Valves, controls and marshalling kiosks.

The *works* operates effectively for **at least 40 years. (Expected design life)**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

### 2.1 SCOPE OF WORK

#### 2.1.1 *Contractors* Design Responsibilities

The *Contractor* performs the design and detailed engineering with drawings of the *works* and affected shunt transformer auxiliary equipment as detailed in schedule “A&B” for this unit.

The scope of supply includes but is not limited to the following:

- a) All windings,
- b) Core
- c) Bushings
- d) Tap changer (on-load)
- e) Radiators
- f) Protection equipment, such as Pressure relief devices (PRD), Buchholz relays, etc
- g) Temperature Indicators,
- h) Bagged Conservator tank,
- i) Cabling
- j) Kiosks, panels
- k) On-line Dissolved Gas monitors
- l) Corrosion Protection painting
- m) Sweep frequency response (SFRI) Test bushings.

#### 2.1.3 Delivery and Off-loading

The transformers are DAP to site. A minimum of 2 vibration recorders is fitted to the transformer before being loaded for transport at the factory. One impact recorder will be mounted inside the transformer tank, on the active part on the middle limb and the other recorder on the outside of the reactor tank. The recorder is only stopped or removed once the transformer is finally positioned at A-sub-Substation in Standerton. One continuous record of horizontal, vertical and longitudinal shock and vibration is recorded starting at the commencement of lifting in the factory ex works and ending after final placement at A-sub-Substation. Lekwa Local Municipality will ensure that vibration recorders are mounted on the transformer when moved out of storage to

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





location for installation and commissioning. The vibration recorders remain the property of the *Contractor*. Dry-air pressure indication must be provided and must be readable from ground level.

In addition, a Swept Frequency Response Analyses test (SFRA Test) (Fully assembled) is done on all the windings prior to the transformer being loaded in the factory. The SFRA test is repeated once the transformer is in position at A-sub-Substation. This test is aimed at the early detection of winding movement during the transportation of the transformer as well as to provide a baseline for future condition monitoring of the windings.

The *Contractor* submits the results of the SFRA tests and the transport vibration and shock monitoring results to the *Project Manager* and illustrates that no damage or movement of the windings has taken place during the transport process. Any information from checks performed by the *Employer*, on the vibration recorder and the dry-air system, during any transportation phases will be handed to the *Contractor* for assessment.

Whenever plant is dispatched ex works, the *Contractor* notifies the *Project Manager* at least 4 weeks in advance of the proposed transport dates. Giving the relevant dates of FAS and a description of the plant, the packing list, the mass, and any other information deemed necessary for identification.

**2.1.4 Installation for storage**

The transformer shall be oil filled under vacuum and connected to a special conservator (500L to 1000l) designated for A-sub-Substation use only. This conservator need not be separately mounted and may be placed on top of the main tank.

Oil samples shall be taken before oil filling and 7days after the oil filling from the bottom main tank.

If the last oil sample does not comply with the limits in table1 below, the supplier shall be responsible for corrective actions.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



These conservators shall be connected to the Substation control room with an alarm to monitor the oil level.

Pipework and cooling fans shall be blanked off with blanking plates and gaskets to prevent moisture ingress.

- All temporary connections/ pipework shall be flanged or done in such a way to prevent accidental damage and oil leaks i.e., stepping on the pipe.
- All pipe work shall be of durable quality suitable for very long storage.
- The turrets must be installed and filled with oil.
- The bushings shall be stored according to OEM requirements.
- Main tank and diverter breathers shall be in operation and all other auxiliary equipment must be packed for long storage purposes (five (5) years)

The *Contractor* provides outline drawings of the *works* to the *Project Manager* before closure of the detail design.

The *Contractor* maintains a safe and clean condition working environment for the duration of the *Contract* whilst at A-sub-Substation in Standerton.

### 2.1.5 Installation for storage - Testing

The following tests will be formed:

- Core and winding insulation test
- Oil test (water & kV)
- SFRA
- Vector group test
- Physical inspection of the transformer
- Doble capacitance and Tan delta test for winding only
- Check operation of the tap changer

## 2.2 QUALITY ASSURANCE AND QUALITY CONTROL

### 2.2.1 Quality

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The shunt transformer is manufactured in accordance with a quality assurance management system complying with ISO 9001 and accepted by the *Project Manager*. The *Project Manager* reserves the right to conduct surveillance and periodic inspections at the *Contractor's* works during the manufacturing phase. The *Contractor* submits his QCPs to the *Project Manager* for acceptance 6 weeks after the Contract Date and includes all witness and hold points. Draft copies are submitted and discussed during the design review phase.

The *Contractor* compiles Process Quality Plans (PQPs) to cover the following processes:

- Manufacturing (includes the design stages and all processes during manufacturing). This quality documentation must be agreed to by not later than the design freeze date.
- Transport (Includes loading at factory, moving it to FAS and all requirements for transport up to final positioning at the final installation location.). This quality documentation must be agreed to by not later than one (1) month prior to FAT date.
- Assembly and commissioning at site. This quality documentation must be agreed to by not later than FAS date.

The PQPs must include and provide for the following:

- Details of the process and reference to the project
- Acceptance by the *Employer*
- A list of signatures (and reference to the owner) which will be used to complete all the steps for the process. This is necessary for identification of the relevant Authority for signing off certain steps or tasks in the process.
- Hold Points and Witness Points as required by various steps in the processes.
- Reference to certificates or any important documentation e.g. acceptance criteria for inspection points or tests.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





- The main process is broken down into individual tasks or steps, to a point as to reflect logical building blocks necessary to complete the main process.
- For each step/task there must be place for signature (with date of signature) of a relevant Authority (Supervisor, Inspector etc.).

### 2.2.2 Reviews

Design review meetings are scheduled to ensure that there is a common understanding of the specific requirements and the applicable standards. These review meetings are scheduled by the *Project Manager*. The *Contractor* minutes all-important information during the design review process and ensures that all outstanding actions are addressed before manufacturing starts.

### 2.2.3 Factory Testing

The scope is detailed in the A&B schedules, the standard and the acceptance criteria shall be in accordance with the relevant and latest IEC standard as per date of contract.

The *Employer* reserves the right to be present during any or all of tests.

The *Project Manager* only releases a shunt transformer for despatch when all tests have been successfully completed, and all the necessary quality documentation completed.

## 2.3 MISCELLANEOUS

### 2.3.1 Tools

The *Contractor* provides any special tools or keys, if any, that are required for maintenance or affecting adjustments. Excluded are special tools required for long-term tap changer maintenance.

### 2.3.2 Blanking Plates

The *Contractor* supplies the transformers with all the blanking plates.

### 2.3.3 Recommended Spares List

The *Contractor* supplies a list of recommended spares for the *works* for the transformer after final design. This list includes item

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



descriptions, reference numbers quantity recommended, prices, and guaranteed supply period. The *Contractor* also details the recommended routine maintenance required to maintain maximum availability. Where possible, the local supply of plant and material must be indicated.

### 2.3.4 Summary table of documentation

The *Contractor* supplies the following minimum documentation:

DOCUMENT NAME	COPIES REQUIRED	WHEN TO SUBMIT
QA Manual	4	Before delivery
Operating & Maintenance Manual (Training)	2	Before commissioning of the Works
Operating & Maintenance Manual	5	Before delivery

## 2.4 TRAINING

It is the responsibility of the *Contractor* to provide training to the *Employer's* personnel in the operation and maintenance of the *works*. The *Contractor* provides a list of recommended training activities including duration and location.

The *Contractor* provides two (2) Master Training Manuals. Each person trained receives his/her own individual copy of the training manual, which allows him/her to make notes in the manual during the training sessions. The Project Manager will provide the number of *Employer's* personnel to be trained.

Training is performed during final installation and commissioning.

Training is completed before Completion of the *works*.

## 2.5 SCHEDULES A & B

### 2.5.1 Schedule A: Specific requirements by the *Employer's*.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**2.5.2 Schedule B:** Guarantees and technical particulars of Equipment offered by the *Contractor*.

The *Contractor* guarantees the values entered in Schedule B.

Schedules A&B take precedence over all other specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### 3 Work and things for the Works supplied by the Employer

#### 3.1 STORAGE WORK

The *Employer* performs the following specific tasks. The *Contractor* supplies everything else for completing the *works*:

- a) The *Employer* will connect the supply for the heaters and the oil level indicator.

### 4 PROGRAMME

The *Contractor* submits a first programme (up to FAS) to the *Project Manager* for acceptance within two weeks of the Contract Date.

The programme contains all activities, durations, resource details, start date and completion date and relevant milestone dates.

The programme is submitted utilising MS Projects format.

### 5 COMPLETION

#### 5.1 SECTIONAL COMPLETION

The following phases of work are to be completed for sectional completion for the reactor

##### 5.1.1 Design freeze

- Design review has been completed
- The design in totality according to the *Works Information*
- Single line, general arrangement and detail drawings
- Long-term storage procedure
- Manufacturing PQP's

##### 5.1.2 Storage

- Signed clearance and test certificates
- One set of red lined (as-built) drawings available
- Completed PQPs
- Training manuals available
- Personnel fully trained for storage

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Operating and maintenance manuals delivered
- No defects and installation according to *Works Information*
- Oil samples taken before and after storage of the *works*

#### 5.1.3 Unit completion

- No outstanding defects.
- Unit in storage for 2 weeks continuously with no abnormalities surfacing.
- All documentation as required in Section 2.3.4 delivered.
- All Quality Control documentation signed off, with no outstanding issues to address.

### 5.2 WORK PROVIDED BY THE *CONTRACTOR* BY THE *COMPLETION DATE*

The following *works* are provided by the *Contractor* in accordance with the *Works Information*:

- a. Design
- b. Supply whole of the *works*
- c. Deliver whole of the *works*
- d. Removal of all debris, tools and equipment used during erection of the *works*.
- e. Corrosion protection on whole of the *works*
- f. Long term storage whole of the *works*
- g. Operating and Maintenance Manuals
- h. *Employer* Staff Training and Training Manuals
- i. "As Built" Drawings for whole of the *works*
- j. All the Quality Documentation signed off with no outstanding actions to be resolved
- k. The *works* have been in stored at least two weeks with no sign of any abnormalities being present.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 6. QUALITY MANAGEMENT

The *Contractor* demonstrates compliance to ISO 9001 quality standard

The *Contractor* authorises all documents submitted as demonstration of compliance to the quality requirements of the contract.

Before Plant is placed in service the *Contractor* is to certify that it is in safe condition.

## 7. LABOUR

All staff whether permanent, non-permanent, part-time, sub-contracted, and labour only supply, is the *Contractor's* responsibility in terms of supervision and control.

## 8 RESTRICTIONS APPLICABLE TO THE CONTRACTOR

### 8.1 DETAILS OF OTHER CONTRACTORS

The *Contractor* could be interfacing with the following *Contractors*.

- The *Employer's* Electrical Engineering department
- The *Employer's* maintenance departments
- Any other

## 9 TITLE TO SITE MATERIALS

All Plant and Material that are removed remains the property of the *Employer*. It is important to note that the *Contractor* stores the removed Plant and Material at a dedicated area. This area is approximately 100 m away from the working area.

## 10 ACCOUNTS AND RECORDS

### 10.1 THE FOLLOWING INFORMATION MUST BE AVAILABLE ON THE INVOICE:

- The registered name of the company
- The VAT registration number
- The *Employer's Contract* number
- The invoice sequence number
- The *Employer's* VAT registration number

## 11 DRAWINGS

All applicable drawings for this contract will be submitted to the *Employer*.

All new drawings become the property of the *Employer*.

All drawings provided by the *Contractor* must adhere to Lekwa Local Municipality standards.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 12 SPECIFICATIONS AND SPECIAL REQUIREMENTS

### 12.2 Specifications

The following standards and those listed in the annexure, contain provisions that, through reference in text, constitute requirements of this document, including reference documents referred to in these standards. The revision as at the date of *Contract* placement is applicable. The *Contractor* is responsible for obtaining the latest revision of these documents.

SABS 0142 is available from: StanSA, Private Bag x 191, Pretoria, 0001 or per telephone: +27 12-428-6883.

OHASA is available from: LEXIS NEXIS BUTTERWORTHS, telephone: +27 11 784 8009.

ISO 14001 (1996)	Environmental Management Systems – Specification With Guidance for Use
ISO 9001 (2000)	Quality Management Systems – Requirements
OHASA (1993)	Occupational Health And Safety Act Of South Africa, Act 85 Of 1993

### 12.2 Special requirements

#### 12.2.1 Transportation requirements and limitations

Any transport limitations to be discussed and signed off with Employer prior to approval.

#### 12.2.2 Time

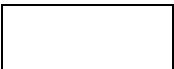
The *Contractor* will inform the *Employer* seven (7) weeks prior to HV test and factory visits.

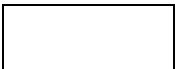
The *Contractor* must inform the *Employer* of any deviations from the quoted Factory failure rates or on time delivery rate.

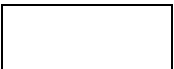
#### 12.2.3 Security

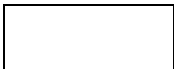
The Contractor provides security for the asset while it is on site during their installation and commissioning activities.

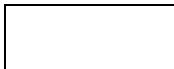
Specific locks for perceived weak points on the transformer such as PRDs.

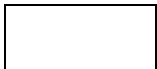
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

	Project Name	Doc No.	Date of Issues	Revision
	Technical data for LEKWA LOCAL MUNICIPALITY		2023.02.27	0

# Technical Data

**CONTRACT TITLE:** DESIGN, DETAILED ENGINEERING, MANUFACTURE, TESTING AT CONTRACTOR'S WORKS, SUPPL DELIVERY, INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE 20MVA 33/11kV FOR LEKWA LOCAL MUNICIPALITY A-SUB SUBSTATION.

CONTRACTOR

ENQUIRY/  
CONTRACT NUMBER

COMMENCEMENT  
DATE:

COMPLETION DATE

CONTRACTOR	Name	Designation	Signature	Revision
Prepared by:				0
Checked by				0
Approved by:				0
LEKWA LOCAL MUNICIPALITY APPROVAL	Name	Designation	Signature	Revision
Reviewed by:				
Approved by:				

A4(210x297mm)



**Typical Technical schedules A and B for an 20MVA, 33/11kV, Dyn11 Power Transformers**

Schedule A: Purchasers specific requirements

Schedule B: Contractors guarantees and technical particulars of equipment offered

	Description	Schedule A	Schedule B
<b>Item</b>	<b>Purchasing Details</b>		
<b>1</b>	<b>Delivery and off-loading</b>		
1.1	· Transformer delivered to	As per agreed schedule	
1.2	· Delivery effected not before	As per agreed schedule	
1.3	· Off-loaded from transport vehicle by supplier Yes / No	Yes	
1.4	· Transformer transferred to intended operating position by supplier Yes /	Yes	
1.5	· Acceleration limit in x,y,z direction	xxxxxxxxxxxxxx	
<b>2</b>	<b>Erection and oil filling</b>		
2.1	· Erected ready for service	Yes	
2.2	· Erection completed not later than	As per agreed schedule	
2.3	· Place 6 ply Malthoid mat under transformer on plinth	Yes	
<b>3</b>	<b>Site details</b>		
3.1	· Access to site	Road	
3.2	· Distance from off-loading position m	15 M	
3.3	· Rise or fall to off-loading position m	1.5M	
<b>4</b>	<b>Operating environment</b>		
4.1	Corrosion protection: Yes/No	Yes, As per IEC 60076	
4.2	Pollution level: Medium/ Very Heavy	31mm/kV	
<b>5</b>	<b>Type of unit required</b>		
5.1	Number of units required	1	
5.2	Single/ 3-phase	3-phase	
5.3	Auto/ Double wound transformer	Autotransformer	
<b>6</b>	<b>Rated power</b>		
6.1	· HV	20	
6.2	· MV (with LV unloaded) MVA	20	
6.3	· LV (with HV fully loaded) MVA	xxxxxx	
<b>7</b>	<b>Nominal system voltage "Un" ( Um as per IEC)</b>		
7.1	· HV kV r.m.s	33	
7.2	· MV kV r.m.s	11	
7.3	· LV kV r.m.s	0.4	
	"Um" Maximum system voltage should be as per IEC (1.05 x Un continuously)		
<b>8</b>	<b>Vector group</b>		
8.1	Type	Dyn11	
<b>9</b>	<b>Tap-changers</b>		
9.1	<b>Type and design:</b>		
9.1.1	· Type OLTC/OCTS		
9.1.2	· Manufacturer and type designation	Vacuum tap changer (flag cycle)	
9.1.3	· Precise electrical location of tapplings	MV Line end	
9.2	<b>Tapping range of HV/MV ratio % of the ratio on the principal tapping:</b>		
9.2.1	· Max %	100%	
9.2.2	· Min %	85	
9.2.3	Number of steps No	12	
9.2.4	Size of steps %	1.25	
9.2.5	Reversing/ Linear Switch	xxxxxxxxxx	
9.2.6	Number of positions (including transition positions)	13	
9.3	<b>Nominal 50 Hz ratings of tap-changer:</b>		
9.3.1	· Voltage kV	To comply with IEC	
9.3.2	· Current A	To comply with IEC	
9.4	<b>Insulation levels of tap-changer:</b>		

**Typical Technical schedules A and B for an 20MVA, 33/11kV, Dyn11 Power Transformers**

Schedule A: Purchasers specific requirements

Schedule B: Contractors guarantees and technical particulars of equipment offered

	Description	Schedule A	Schedule B
<b>9.4.1</b>	· Lightning impulse level (1,2/50 ms full wave)	To comply with IEC	
<b>9.4.2</b>	· phase-to-ground kV peak	To comply with IEC	
<b>9.4.3</b>	· phase-to-phase kV peak	To comply with IEC	
<b>9.5</b>	<b>Tap-changer 50 Hz withstand:</b>		
<b>9.5.1</b>	· phase-to-ground kV r.m.s.	To comply with IEC	
<b>9.5.2</b>	· phase-to-phase kV r.m.s.	To comply with IEC	
<b>9.5.3</b>	· Nominal voltage and current rating of tap-changer	To comply with IEC	
<b>9.6</b>	<b>Tap-changer contacts:</b>		
<b>9.6.1</b>	· Selector kV/A	xxxxxxxxxx	
<b>9.6.2</b>	· Selector switch kV/A	xxxxxxxxxx	
<b>9.6.3</b>	· Diverter switch kV/A	xxxxxxxxxx	
<b>9.7</b>	<b>Tap-changer transition resistor kV/A</b>	xxxxxxxxxx	
<b>9.8</b>	<b>Tap-changer driving motor:</b>		
<b>9.8.1</b>	· Type of driving motor 3 Phase	400 V	
<b>9.8.2</b>	· Power kW	xxxxxxxxxx	
<b>9.8.3</b>	· Current A	xxxxxxxxxx	
<b>9.8.4</b>	· Motor Voltage VAC	xxxxxxxxxx	
<b>9.8.5</b>	· Control voltage VDC	220/110 (dual supply voltage)	
<b>9.9</b>	<b>Resulting no-load voltage appearing:</b>		
<b>9.9.1</b>	· On principal tapping kV	33	
<b>9.9.2</b>	· On extreme plus tapping kV	33	
<b>9.9.3</b>	· On extreme minus tapping kV	xxxxx	
<b>10</b>	<b>Bushing</b>	To comply with IEC	
<b>10.1</b>	· Type	Dry Bushing	
<b>10.2</b>	<b>Impulse withstand test voltage at sea level (1,2/50 ms)</b>		
<b>10.2.1</b>	· HV kV peak	xxxxxx	
<b>10.2.2</b>	· MV kV peak	xxxxxx	
<b>10.2.3</b>	· LV kV peak	xxxxxx	
<b>10.2.4</b>	· Neutral kV peak	xxxxxx	
<b>10.3</b>	<b>Sixty-second, power-frequency withstand test voltage to earth</b>		
<b>10.3.1</b>	· HV kV r.m.s	As per IEC	
<b>10.3.2</b>	· MV kV r.m.s	As per IEC	
<b>10.3.3</b>	· LV kV r.m.s	As per IEC	
<b>10.3.4</b>	· Neutral kV r.m.s	As per IEC	
<b>10.4</b>	<b>Total creepage distance</b>	31mm/ Kv	
<b>10.4.1</b>	· HV mm	As per IEC	
<b>10.4.2</b>	· MV mm	As per IEC	
<b>10.4.3</b>	· LV mm	As per IEC	
<b>10.4.4</b>	· Neutral mm	As per IEC	
<b>10.5</b>	<b>Protected creepage distance</b>		
<b>10.5.1</b>	· HV mm	As per IEC	
<b>10.5.2</b>	· MV mm	As per IEC	
<b>10.5.3</b>	· LV mm	As per IEC	
<b>10.5.4</b>	· Neutral mm	As per IEC	
<b>10.6</b>	<b>Type, ratings and dimensions (attach data sheets)</b>	As per IEC	
<b>10.7</b>	<b>Service bushings stem dimensions</b>		
<b>10.7.1</b>	· HV	xxxxxxx	
<b>10.7.2</b>	· MV	xxxxxxx	
<b>10.7.3</b>	· LV	xxxxxxx	
<b>10.7.4</b>	· Neutral	xxxxxxx	
<b>10.8</b>	<b>Test bushings</b>	Yes	

Typical Technical schedules A and B for an 20MVA, 33/11kV, Dyn11 Power Transformers			
Schedule A: Purchasers specific requirements			
Schedule B: Contractors guarantees and technical particulars of equipment offered			
	Description	Schedule A	Schedule B
10.9	Give particulars of special turrets etc. that will be used	xxxxxxxxxxx	
11	Maximum continuous ratings on any tapping - until tap 0.95 Un *) with	ODAF	
11.1	· HV MVA	20/	
11.2	· MV (LV unloaded) MVA	20/	
11.3	· LV (with HV fully loaded) MVA	xxxxxx	
12	Continuous ratings on any tapping - until tap 0.95 Un *) tapping with	60% ONAN	
12.1	· HV MVA	xxxxxx	
12.2	· MV (LV unloaded) MVA	xxxxxx	
12.3	· LV (with HV fully loaded) MVA	xxxxxx	
13	Maximum current density in windings		
13.1	· HV A/mm2	xxxxxxxxxxx	
13.2	· MV A/mm2	xxxxxxxxxxx	
13.3	· LV A/mm2	xxxxxxxxxxx	
14	Geomagnetic induced Currents: 10 amps on the neutral for 30	Yes	
15	Input to coolers for maximum rated output in service	To comply with transformer	
15.1	Fans	xxxxxxxxxxx	
15.1.2	· Power kW	xxxxxxxxxxx	
15.1.3	· Current A	xxxxxxxxxxx	
15.2	Oil pumps		
15.2.1	· Power kW	xxxxxxxxxxx	
15.2.2	· Current A	xxxxxxxxxxx	
16	IEC impedance at 75 °C and rated frequency based on maximum	IEC	
16.1	HV/MV		
16.1.1	· On extreme plus tapping %	13.5	
16.1.1	· On principal tapping Normal %	13.5	
16.1.3	· On extreme minus tapping %	15.5	
16.2	HV/LV		
16.2.1	· On principal tapping %	xxxxxxxxxxx	
16.2.2	· On extreme plus tapping %	xxxxxxxxxxx	

Typical Technical schedules A and B for an 20MVA, 33/11kV, Dyn11 Power Transformers			
Schedule A: Purchasers specific requirements			
Schedule B: Contractors guarantees and technical particulars of equipment offered			
16.2.3	· On extreme minus tapping	%	xxxxxxxxxx
16.3	MV/LV		
16.3.1	· On principal tapping	%	xxxxxxxxxx
16.3.2	· On extreme plus tapping	%	xxxxxxxxxx
16.3.3	· On extreme minus tapping	%	xxxxxxxxxx
17	Tolerances applicable to guaranteed impedances		
17.1	HV/MV		
17.1.1	· On principal tapping	%	+/- 7.5%
17.1.2	· On extreme plus tapping	%	+/- 7.5%
17.1.3	· On extreme minus tapping	%	+/- 7.5%
17.2	HV/LV		
17.2.1	· On principal tapping	%	+/- 7.5%
17.2.2	· On extreme plus tapping	%	+/- 7.5%
17.2.3	· On extreme minus tapping	%	+/- 7.5%
18	Zero sequence impedances in percent of $U_n^2/M$		
18.1	HV/MV		
18.1.1	· On principal tapping	%	xxxxxxxxxx
18.1.2	· On extreme plus tapping	%	xxxxxxxxxx
18.1.3	· On extreme minus tapping	%	xxxxxxxxxx
18.2	HV/ Neutral		
18.2.1	· On principal tapping	%	xxxxxxxxxx
18.2.2	· On extreme plus tapping	%	xxxxxxxxxx
18.2.3	· On extreme minus tapping	%	xxxxxxxxxx
18.3	MV/ Neutral		
18.3.1	· On principal tapping	%	Xxxxxxxxxx
18.3.2	· On extreme plus tapping	%	Xxxxxxxxxx
18.3.3	· On extreme minus tapping	%	Xxxxxxxxxx
19	Temperature rises at altitude of 1 800 m and yearly average of 25 °C		
19.1	· Top oil		55K
19.2	· Windings (by resistance)		60K
19.3	· Hotspot		73K
19.4	· Percentage of total losses that will be supplied	%	100%
19.5	Maximum temperature rise for metal surface in contact with oil under any conditions		80K
20	Maximum noise level at no-load with cooling equipment for full load operation in		
			< 80
21	Minimum insulation for windings (Provide detailed test plan for evaluation)		
21.1	Impulse withstand test voltage for:		
21.1.1	· HV	kV peak	As per IEC
21.1.2	· MV	kV peak	As per IEC
21.1.3	· LV	kV peak	As per IEC
21.1.4	· Neutral	kV peak	As per IEC
21.2	Sixty-second, separate source		
21.2.1	· HV	kV r.m.s	As per IEC
21.2.2	· MV	kV r.m.s	As per IEC
21.2.3	· LV	kV r.m.s	As per IEC
21.2.4	· Neutral	kV r.m.s	As per IEC
21.3	3 phase Induced-overvoltage withstand test between line terminals		
21.3.1	· HV	kV r.m.s	As per IEC
21.3.2	· MV	kV r.m.s	As per IEC
21.3.3	Test frequency	Hz	As per IEC
21.3.4	Test duration	sec	As per IEC
22	Transformer general information		

Typical Technical schedules A and B for an 20MVA, 33/11kV, Dyn11 Power Transformers			
Schedule A: Purchasers specific requirements			
Schedule B: Contractors guarantees and technical particulars of equipment offered			
22.1	· Manufacturer	xxxxxxxxxx	
22.2	· Place of manufacture	xxxxxxxxxx	
22.3	· Type of transformer	Core	
22.4	· Number of limbs	3 Limb	
23	<b>Oil quantities:</b>		
23.1	· Transformer tank	xxxxxxxxxx	
23.2	· Radiators	xxxxxxxxxx	
23.3	· Conservator tank	xxxxxxxxxx	
23.4	· Tap-changer	xxxxxxxxxx	
23.5	· Total	xxxxxxxxxx	
24	<b>Masses:</b>		
24.1	· Mass of core and windings kg	xxxxxxxxxx	
24.2	· Mass of core steel kg	xxxxxxxxxx	
24.3	· Mass of winding copper (insulation excluded) kg	xxxxxxxxxx	
24.4	· Mass of tank and fittings kg	xxxxxxxxxx	
24.5	· Mass of coolers incl. Pipes and supports kg	xxxxxxxxxx	
24.6	· Mass of oil kg	xxxxxxxxxx	
24.7	· Total mass kg	xxxxxxxxxx	
24.8	· Greatest transportation mass kg	xxxxxxxxxx	
25	<b>Filling medium for transport</b>	Dry Air	
26	<b>Overall dimensions of fully assembled unit :</b>		
26.1	· Length mm	xxxxxxxxxx	
26.2	· Width mm	< 4500 mm	
26.3	· Height mm	< 5000mm	
26.4	· Base plate thickness mm	Minimum 32mm	
26.5	· Height from base to top of the HV bushings mm	xxxxxxxxxx	
27	<b>Transport dimensions:</b>		
27.1	· Length mm	< 11 000 mm	
27.2	· Width mm	< 4500 mm	
27.3	· Height mm	< 5000mm	
28	<b>Tank and cooler material thickness:</b>	xxxxxxxxxx	
28.1	· Tank - sides/ top/ bottom	mm	
28.2	· cooler tubes	mm	
28.3	· pressed-sheet radiators	mm	
28.4	· Radiators hot dipped galvanised - no paint	> 70 microns average	
28.5	Safe withstand vacuum at sea level, kpa	full vacuum	
29	<b>Motors (Forced cooling)</b>	To comply with transformer and Reactor cooling fans IEC 60076	
29.1	· Make fans	xxxxxxxxxx	
29.2	· Type fans	xxxxxxxxxx	
29.3	· Make pumps	xxxxxxxxxx	
29.4	· Type pumps	xxxxxxxxxx	
30	<b>Supply of contract drawings</b>	Yes	
31	<b>Indication and protective devices:</b>		
31.1	Winding temperature thermometer(s)	As per IEC 60076	
31.2	Oil temperature thermometer	As per IEC 60076	
31.3	Rapid pressure relay - Quantity of 1 required	As per IEC 60076	
31.4	Oil- and gas-actuated relay	As per IEC 60076	
31.5	Pressure relief device	As per IEC 60076	
31.6	Tap-changer protective device (detail)	xxxxxxxxxx	

Typical Technical schedules A and B for an 20MVA, 33/11kV, Dyn11 Power Transformers			
Schedule A: Purchasers specific requirements			
Schedule B: Contractors guarantees and technical particulars of equipment offered			
31.7	Dehydrating breathers	As per IEC 60076	
31.8	Conservator bag (Pronal, Treborg, Musthane)	Yes	
31.9	Oil level indicators	As per IEC 60076	
31.10	Bag Leak Detector	As per IEC 60076	
32	Oil Specification	As per IEC 60076 . OEM to approve oil specified and take ownership and responsibility for oil during the guarantee period	
33	Special Requirements:		
33.1	Core and clamps to be earthed separately by external bushings and labelled	yes	
33.2	For storage/transportation conditions, test bushings to be installed.	yes	
33.3	Fiber optic sensors	Yes, (6+6) sensors on 1st unit preferably MV Winding hot spot.	
33.4	Copper Conductors to be vanished	yes	
33.5	Short circuit test results of similar unit or design calculations	yes	
33.6	In accordance with IEC – latest version as per contract date, routine test specification	yes	
34	Factory Test		
34.1	Type test certificates shall be submitted with the tender for approval, otherwise	yes	
34.2	Main tests required as per IEC:		
34.3	Temperature rise test	Type	
34.4	Short time heat run test (2 hours @ rated current)	Routine	
34.5	Short circuit test	Special	
34.6	Lightning impulse test	Routine	
34.7	Switching Impulse test	Routine	
34.8	Induced over voltage test with partial discharge measurements	Routine	
34.9	Chopped impulse test	Routine	
35.0	Accoustic noise level measurement	Type	
35.1	Overload test (overload testing at 130% for 1 hour to be performed during heat run.)	Type	
35.2	Dielectric loss angle test and capacitance (Doble instrument)	Routine	
35.3	Vibration test	Type	
35.4	SFRA ( Doble instrument)(SFRA test to be done everytime a transport vessel is	Routine	
35.5	Separate source test	Routine	
35.6			
35.7	Special tests ( Special test items be supplied as part of the contract)		
35.8	GIC withstand capability		
35.9			
36.0	Any other test		
36.1			
36.2	Special Notes		
36.3			
36.4	Tertiary winding to be suitably rated to withstand short circuits but may only be loaded to 2MVA. Details to be provided on nameplate.	yes	
36.5	Unit will only be prepared for Fast Depressurisation System	yes	
36.6	Valves and mounting brackets to be installed for on line dryer which must be fitted on	yes	
36.7	Valves for On-line gas analyser, to be installed on the unit.	yes	
36.8	Magnetisation of the curve of core is to be provided	yes supply curve	

Typical Technical schedules A and B for an 20MVA, 33/11kV, Dyn11 Power Transformers

Schedule A: Purchasers specific requirements

Schedule B: Contractors guarantees and technical particulars of equipment offered

Item	Description	Schedule A	Schedule B
<b>1</b>	<b>Winding Arrangement</b>	<b>Core - LV - MV - RW - HV</b>	<b>Core - LV - MV - RW - HV</b>
<b>2</b>	<b>Core design</b>		
2.1	· Manufacturer of core steel	XXXXXXXXXX	
2.2	· Grade and thickness of core steel      grade/mm	XXXXXXXXXX	
2.3	· Number and length of limbs      no/mm	XXXXXXXXXX	
2.4	Method of joints	XXXXXXXXXX	
2.5	· Core diameter      mm	XXXXXXXXXX	
2.6	Window height	XXXXXXXXXX	
2.7	Centre leg distance main limb – main limb	XXXXXXXXXX	
2.8	Centre leg distance main limb – return limb	XXXXXXXXXX	
2.9	Maximum flux density in wound limbs at Un 50Hz	1.75 Tesla	
2.10	Maximum flux density in yoke between wound limbs at Un 50Hz	1.75 Tesla	
2.11	Maximum flux density in unwound limbs at Un 50Hz	1.75 Tesla	
<b>2.12</b>	<b>Cross sectional area of:</b>		
2.12.	· Wound limbs      mm <sup>2</sup>	XXXXXXXXXX	
2.12.	· Yoke      mm <sup>2</sup>	XXXXXXXXXX	
2.12.	· Unwound limbs      mm <sup>2</sup>	XXXXXXXXXX	
<b>2.13</b>	Distance between core limb centres mm	XXXXXXXXXX	
<b>2.14</b>	Total core mass      kg	XXXXXXXXXX	
2.15	· Type of transformer	Core	
2.16	· Number of limbs	XXXXXXXXXX	
2.17	· Number of core cooling duct thickness	XXXXXXXXXX	
2.18	· Core cooling duct thickness	XXXXXXXXXX	
2.19	· Core cooling duct spacer material	XXXXXXXXXX	
2.20	· Volts per turn at the above flux densities	XXXXXXXXXX	
2.21	· Volt per turn at the above wound limb flux density	XXXXXXXXXX	
<b>2.22</b>	<b>Magnetizing current, at rated frequency, on principal tapping, in percent of</b>		
2.22.	· at 0,90 Un      %	XXXXXXXXXX	
2.22.	· at 1,00 Un      %	XXXXXXXXXX	
2.22.	· at 1,10 Un      %	XXXXXXXXXX	
<b>2.23</b>	<b>No-load loss on principal tapping (Note - No plus tolerance allowed)</b>		
2.23.	· at 1,00 Un      kW	XXXXXXXXXX	
2.23.	· at 1,10 Un      kW	XXXXXXXXXX	
<b>2.24</b>	<b>Load loss (I<sup>2</sup>R + stray) at 75 °C and at maximum HV rating with MV fully (Note - No plus tolerance allowed)</b>		
2.24.	· On principal tapping      kW	XXXXXXXXXX	
2.24.	· On extreme plus tapping      kW	XXXXXXXXXX	
2.24.	· On extreme minus tapping      kW	XXXXXXXXXX	
<b>3</b>	<b>Winding design</b>		
<b>3.1</b>	Provide a cross-sectional diagram of the windings showing relative position to the core		
	Provide from each winding the following information:		
<b>3.2</b>	<b>Tertiary Winding (next to the core)</b>		
3.2.1	Type of winding (layer, helical, disk, interleaved disk, inter-shielded disk)	XXXXXXXXXX	
3.2.2	Number of turns	XXXXXXXXXX	
3.2.3	Inner diameter	XXXXXXXXXX	
3.2.4	Outer diameter	XXXXXXXXXX	
3.2.5	Radial build	XXXXXXXXXX	
3.2.6	Electrical height	XXXXXXXXXX	
3.2.7	Magnetic height	XXXXXXXXXX	
3.2.8	Conductor size, number and configuration	XXXXXXXXXX	
3.2.9	Conductor insulation	XXXXXXXXXX	
3.2.10	Current density	XXXXXXXXXX	
3.2.11	Gradient winding - oil	XXXXXXXXXX	
3.2.12	· Number and width of support spacers per turn	XXXXXXXXXX	

Typical Technical schedules A and B for an 20MVA, 33/11kV, Dyn11 Power Transformers

Schedule A: Purchasers specific requirements

Schedule B: Contractors guarantees and technical particulars of equipment offered

Item	Description	Schedule A	Schedule B
3.2.13	Total copper mass	XXXXXXXXXX	
3.2.14	· Dry insulation mass kg	XXXXXXXXXX	
3.2.15	· Total conductor mass kg	XXXXXXXXXX	
<b>3.3</b>	<b>PW Winding</b>		
3.3.1	Type of winding (layer, helical, disk, interleaved disk, inter-shielded disk)	XXXXXXXXXX	
3.3.2	Number of turns	XXXXXXXXXX	
3.3.3	Inner diameter	XXXXXXXXXX	
3.3.4	Outer diameter	XXXXXXXXXX	
3.3.5	Radial build	XXXXXXXXXX	
3.3.6	Electrical height	XXXXXXXXXX	
3.3.7	Magnetic height	XXXXXXXXXX	
3.3.8	Conductor size, number and configuration	XXXXXXXXXX	
3.3.9	Conductor insulation	XXXXXXXXXX	
3.3.10	Current density	XXXXXXXXXX	
3.3.11	Gradient winding - oil	XXXXXXXXXX	
3.3.12	· Number and width of support spacers per turn	XXXXXXXXXX	
3.3.13	Total copper mass	XXXXXXXXXX	
3.3.14	· Dry insulation mass kg	XXXXXXXXXX	
3.3.15	· Total conductor mass kg	XXXXXXXXXX	
<b>3.4</b>	<b>Regulating Winding</b>		
3.4.1	Type of winding (layer, helical, disk, interleaved disk, inter-shielded disk)	XXXXXXXXXX	
3.4.2	Number of turns	XXXXXXXXXX	
3.4.3	Inner diameter	XXXXXXXXXX	
3.4.4	Outer diameter	XXXXXXXXXX	
3.4.5	Radial build	XXXXXXXXXX	
3.4.6	Electrical height	XXXXXXXXXX	
3.4.7	Magnetic height	XXXXXXXXXX	
3.4.8	Conductor size, number and configuration	XXXXXXXXXX	
3.4.9	Conductor insulation	XXXXXXXXXX	
3.4.10	Current density	XXXXXXXXXX	
3.4.11	Gradient winding - oil	XXXXXXXXXX	
3.4.12	· Number and width of support spacers per turn	XXXXXXXXXX	
3.4.13	Total copper mass	XXXXXXXXXX	
3.4.14	· Dry insulation mass kg	XXXXXXXXXX	
3.4.15	· Total conductor mass kg	XXXXXXXXXX	
<b>3.5</b>	<b>SW Winding</b>		
3.5.1	Type of winding (layer, helical, disk, interleaved disk, inter-shielded disk)	XXXXXXXXXX	
3.5.2	Number of turns	XXXXXXXXXX	
3.5.3	Inner diameter	XXXXXXXXXX	
3.5.4	Outer diameter	XXXXXXXXXX	
3.5.5	Radial build	XXXXXXXXXX	
3.5.6	Electrical height	XXXXXXXXXX	
3.5.7	Magnetic height	XXXXXXXXXX	
3.5.8	Conductor size, number and configuration	XXXXXXXXXX	
3.5.9	Conductor insulation	XXXXXXXXXX	
3.5.10	Current density	XXXXXXXXXX	
3.5.11	Gradient winding - oil	XXXXXXXXXX	
3.5.12	· Number and width of support spacers per turn	XXXXXXXXXX	
3.5.13	Total copper mass	XXXXXXXXXX	
3.5.14	· Dry insulation mass kg	XXXXXXXXXX	
3.5.15	· Total conductor mass kg	XXXXXXXXXX	
<b>4</b>	<b>Current limiting reactors (indicate winding direction)</b>		
4.1	Reactor size KVAR, Inductance	XXXXXXXXXX	
4.2	centre limb material	XXXXXXXXXX	
4.3	Type of winding (layer, helical, disk, interleaved disk, inter-shielded disk)	XXXXXXXXXX	
4.4	Number of turns	XXXXXXXXXX	
4.5	Inner diameter	XXXXXXXXXX	
4.6	Outer diameter	XXXXXXXXXX	
4.7	Radial build	XXXXXXXXXX	
4.8	Electrical height	XXXXXXXXXX	
4.9	Magnetic height	XXXXXXXXXX	



Typical Technical schedules A and B for an 20MVA, 33/11kV, Dyn11 Power Transformers

Schedule A: Purchasers specific requirements

Schedule B: Contractors guarantees and technical particulars of equipment offered

Item	Description	Schedule A	Schedule B
4.10	Conductor size, number and configuration	xxxxxxxxxx	
4.11	Conductor insulation	xxxxxxxxxx	
4.12	Current density	xxxxxxxxxx	
4.13	Gradient winding - oil	xxxxxxxxxx	
4.14	· Number and width of support spacers per turn	xxxxxxxxxx	
4.15	Total copper mass	xxxxxxxxxx	
4.16	· Dry insulation mass kg	xxxxxxxxxx	
4.17	· Total conductor mass kg	xxxxxxxxxx	
4	Maximum sound power level at no-load with cooling equipment for full	xxxxxxxxxx	
5	Temporary over voltages	1.05 Um for 10 min	
		1.25 Um for 1 min	
		1.5 Um for 5 seconds	
		1.75 Um for 1 second	

Deviation Schedule	
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Any deviation offered to the specification shall be listed below with reasons for deviations. In addition, evidence shall be provided that the proposed deviation will at least be more cost effective than that specified by the Employer without adding any risk.

[illegible]



## LEKWA LOCAL MUNICIPALITY

### THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY, INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

#### PART C3.3: PROCUREMENT: GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT

##### C3.3.1 DEFINITIONS

**"The community"** means individual and communal property owners, organised groups of road users, other interest groups and departments or spheres of government that may be affected by the location, construction, operation and maintenance of the road to which this contract applies.

**"Conventional contract"** means any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 (as published by the Committee of Land Transport Officials) or other similar documents.

**"Conventional subcontract"** shall be similarly and appropriately construed.

**"Contract Participation Goal"** (or CPG), is the value of goods, services and works, excluding VAT, for which the Contractor proposes to engage labour and subcontractors.

**"Contractor"** means any person or group of persons in association, or firm, or body corporate who is registered with the Construction Industry Development Board (CIDB) and:

- a) have a contractor grading designation equal to or higher than a contractor grading designation specified for the Contract, or
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

**"Subcontractor"** shall be similarly and appropriately construed.

**"Emerging contractor"** means an ABE that cannot reasonably be categorized as a conventional contractor defined above.

**"Affirmable Business Enterprise (ABE)"** means a business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- a) Which is at least two thirds owned by one or more previously disadvantaged individuals or, in the case of a company, at least two thirds of the shares are owned by one or more previously disadvantaged individual; and
- b) Whose management and daily business operations are in the control of one or more of the previously disadvantaged individuals who effectively own it.

**"Key Personnel"** means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, and all other personnel in the permanent employ of the Contractor or his subcontractor who possess special skills and/or who play key roles in the Contractor's or subcontractor's operations.

**"Worker"** for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his subcontractor, who is engaged by the Contractor or subcontractor to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

**"Workforce"** means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all his subcontractors.

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

**"Level of subcontractor"** means the level of responsibility carried by and the assistance to be provided to the different grades of subcontractor in the execution of subcontracts.

**"Project Committee"** is the committee comprising out of the Employer's representative, The Engineer or his representative, the Contractor or his representative and the CLO.

**"CLO"** is the Community Liaison Officer as appointed by the Contractor and paid under the Contract.

### C3.3.2 LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximize the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis on the date as determined by the Employer, daily labour returns on the prescribed templates to the Engineer indicating the numbers of labour employed on the works and the activities on which they were engaged. The minimum daily rate is **R160 per day**

It is also an objective to utilize SMME's / ABE's in the vicinity of the project, the development of these resources in the execution of the project, and by maximizing the amount of project funds retained within the project locality.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### C3.3.3

### TEMPORARY WORKFORCE

#### a) Record of workforce and subcontractors

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide to the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Employer. Labour records of emerging contractors, SMME or ABE subcontractors, where applicable, shall also be provided by the Contractor and shall be deemed to form part of the workforce.

The Contractor shall, on completion of the contract, and as a pre-requisite to the release of any retention money, provide the Engineer with independently audited documentary evidence of the total number of employment opportunities actually generated during the contract.

The value of the target amount (minimum Contract Participation Goal) spent on local labour is prescribed elsewhere in this document.

#### b) Recruitment and selection procedures

The Contractor shall be responsible for the final selection of workers and subcontractors to constitute the temporary workforce but in doing so, shall adhere to the procedures adopted by the CLO along the following guidelines:

The Contractor shall advise the Engineer in writing, of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognizance of the provisions of the contract relating to training).

The CLO shall take the necessary actions to identify potential workers for the temporary workforce from communities in the vicinity of the works. The details of all persons applying for employment shall be recorded, including inter-alia:

- Name, address, age and sex
- Marital status and number of dependants
- Qualifications and previous work experience (whether substantiated or not)
- Period since last economically active
- Preference for type of work or task.

The CLO shall make a selection of workers from amongst the applicants, taking due cognizance of his requirements for the workforce as supplied by the Contractor and the provisions of the contract in regard to the provision of training to selected members of the workforce and in accordance with the following principles:

No potential temporary worker shall be precluded from selection by virtue of a lack of skill in any suitable operation forming part of the works, unless:

- all available vacancies have been or can be filled by temporary workers who already possess suitable skills; or
- the completion period allowed in the contract, or the remaining portion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



The Contractor shall make a final selection from the list provided by the CLO using the following criteria:

- preference shall be given to the long term unemployed and single heads of households
- in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected and shall not be prejudicial to youth over the age of fifteen years and women.

The same provisions shall apply as is in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the contract.

c) **Terms and Conditions pertaining to the Employment of the Temporary Workforce and subcontractors**

The onus shall be on the Contractor to ensure that all the requirements of all the acts relating to the employment of workers and subcontractors are observed.

d) **Labour Relations and Worker Grievance Procedures**

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of satisfactory labour relations on site and the resolution of all grievances of temporary workers and subcontractors as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the civil engineering construction industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the contract.

In the event of any temporary worker engaged by the Contractor in terms of the contract, being aggrieved on any issue, he shall have the right to nominate and be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor, by one member of the temporary workforce.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures described above, then either the Contractor or the worker concerned may require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

#### C3.3.4 TRAINING OF THE TEMPORARY WORKFORCE

Selected members of the workforce are to be provided at least with structured training by a nominated subcontractor, in accordance with the provisions of this section. The Contractor shall make all necessary allowances in his program of work to accommodate and facilitate the delivery of such structured training.

ABE subcontractor's workforces will be entitled to receive accredited training that will improve on task skills necessary for the execution and successful completion of the various subcontracts. The Contractor, in conjunction with the Engineer, shall monitor each ABE's progress closely and shall identify those who will benefit from structured construction skills training

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The technical training shall comprise of items selected from the table in paragraph 7 of this section and which are relevant to this project.

### **C3.3.5 ACCREDITED TRAINING AND ATTENDANCE**

Only qualified trainers employed by training agencies who are accredited by the Civil Engineering Industry Training Scheme (CEITS), or any other institution recognized by the Department of Labour shall deliver all training certificates affirming the successful participation in the various courses and shall be presented to each attendant.

The contractor shall facilitate in the delivery of training, by instructing and motivating the relevant subcontractor regarding his staff's attendance and participation therein.

The contractor shall further make all reasonable efforts to co-ordinate subcontractor's work with that of the delivery of the structured training

The provision of structured training shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of any other training of the workforce, additional to the structured training, as deemed to be necessary by the Contractor to achieve the execution and completion of the works strictly in accordance with the provisions of the contract.

### **C3.3.6 PENALTIES FOR NON-COMPLIANCE**

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a warrant for the Engineer to act in terms of the Conditions of Contract or the penalties specified for non-attaining the prescribed CPG's will be applied and doubled.

### **C3.3.7 MEASUREMENT AND PAYMENT**

<b>ITEM</b>	<b>UNIT</b>
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C3.3.1 <b>Community Liaison Officer Salary</b> .....	provisional (Prov) sum
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The provisional sum provided shall cover the salary of the duly elected and approved CLO.

C3.3.2      **Training**

- a)      Training of the temporary workforce
  - i)      Technical training ..... provisional (Prov) sum
  - ii)     HIV/AIDS ..... provisional (Prov) sum

The provisional sums provided shall cover all the cost for the training of the temporary workforce.

C3.3.3 <b>Handling costs and profits in respect of items</b> C3.3.1 and C3.3.2 .....	percentage (%)
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The tendered percentage is a percentage of the amounts actually spent under the items, which shall include full compensation for the handling costs of the Contractor, and the profit in connection with the training.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### C3.3.6 Penalties

b) Targeted Labour ..... percentage point

The penalty for item (b) for not attaining at least the tendered number of person-days (refer to Part T2: Returnable Documents) will be calculated as follows:

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 1.0 \times \frac{(D - D_0)}{(100)} \times N_A$$

Where

D = tendered Contract Participation Goal percentage  
D<sub>0</sub> = the Contract Participation Goal which the Engineer based on the credits passed, certifies as being achieved upon completion of the Contract  
N<sub>A</sub> = Net Amount (Contract expenditure, excluding VAT)  
P = Rand value of penalty payable.

The Minimum set-aside on this contract for Targeted Labour is 7.5%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





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#### PART C3.4: CONSTRUCTION

##### C3.4.1 Site Establishment

The Contractor shall negotiate with property owners and make his own arrangements to obtain sites for the erection of offices, laboratories, yards, etc. Written approval must be obtained from the owners on whose property the camp is to be situated. The choice of all sites for the establishment of camps is subject to the approval of the Engineer.

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required

##### C3.4.2 Survey Control and Setting Out of the Works

Not Applicable

##### C3.4.3 Inspection of Adjoining Properties

Not Applicable

##### C3.4.4 Construction in Confined Areas

Not Applicable

##### C3.4.5 Existing Services

Not Applicable

##### C3.4.6 Plant and Materials

Not Applicable

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY, DIRECTORY ACCESS PROTOCOL (DAP), DELIVERY, INSTALLATION, TESTING AT SITE AND COMMISSIONING OF ONE COMPLETE FULLY FUNCTIONAL THREE PHASE 20 MVA 33 /11KV POWER TRANSFORMER FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION

#### PART C3.5: SPECIFICATIONS

##### C3.5.1 STANDARD SPECIFICATIONS

The following standards and those listed in the annexure, contain provisions that, through reference in text, constitute requirements of this document, including reference documents referred to in these standards. The revision as at the date of Contract placement is applicable. The Contractor is responsible for obtaining the latest revision of these documents.

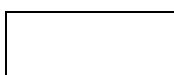
SABS 0142 is available from: StanSA, Private Bag x 191, Pretoria, 0001 or per telephone: +27 12-428-6883.

OHASA is available from: LEXIS NEXIS BUTTERWORTHS, telephone: +27 11 784 8009.

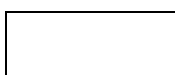
ISO 14001 (1996)	Environmental Management Systems – Specification With Guidance for Use
ISO 9001 (2000)	Quality Management Systems – Requirements
OHASA (1993)	Occupational Health And Safety Act Of South Africa, Act 85 Of 1993

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

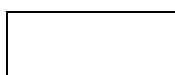
SANS 10396:2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002):	Targeted Construction Procurement
SANS 1921-1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.
SANS 10298 (2004):	Indirect small to medium-sized gas chlorination systems for the disinfection of water.



Contractor



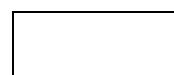
Witness 1



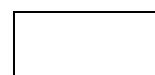
Witness 2



Employer



Witness 1



Witness 2



Other documents:

The latest edition of “Standards and Guidelines” from the National Home Builders Registration Council.

Model Preamble for Trades from the Association of SA Quantity Surveyors

General Conditions of Contract 2015 (third edition, 2015) Obtainable from the SA. Association of Consulting Engineers

### **C3.5.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS**

There are no amendments to the Standard Specifications.

### **C3.5.3 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS**

#### **INTRODUCTION**

In certain clauses in the Standard Specifications, allowance is made for a choice to be specified in the project specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract.

Details of such alternative or additional requirements applicable to this contract are contained in this section of the project specifications.

The number of each clause and each payment item in this part of the project specifications is prefixed “PS” and numbered sequentially followed by a number corresponding to the relevant clause or payment item in the standard specification in parentheses.

New clauses and payment items not covered by clauses or items in the Standard Specifications have also been included.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**PART B1: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

**Not Applicable**

**END OF SECTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**LEKWA LOCAL MUNICIPALITY**

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MUNICIPALITY'S A-SUB SUBSTATION**

**PORTION C: CONTRACT**

**PART C4: SITE INFORMATION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

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## PART C4: SITE INFORMATION

### CONTENTS

Section	Description	Page No
C4.1	SCOPE OF SITE INFORMATION .....	C4.1-1to1
C4.2	SUBSOIL INVESTIGATION .....	C4.2-1to1
C4.3	EXISTING SERVICES .....	C4.3-1to1
C4.4	EXISTING BUILDINGS & STRUCTURES .....	C4.4-1to1

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

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## PART C4.1: SCOPE OF SITE INFORMATION

The documentation included in this section describes the site as at the time of tender so as to have enabled tender pricing, determining work methods, programming and all other requirements for award of contract.

Only actual information about physical conditions on the site and its surroundings are included in this section.

**Access Roads from the R23 to the A-Substation are gravel for  $\pm$  2km.**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

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### **PART C4.2: SUBSOIL INVESTIGATION**

**NOT APPLICABLE**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## LEKWA LOCAL MUNICIPALITY

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## PART C4.3: EXISTING SERVICES

### CONSTRUCTION RESTRAINTS

**NOT APPLICABLE**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **LEKWA LOCAL MUNICIPALITY**

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### **PART C4.4: EXISTING BUILDINGS & STRUCTURES**

**NOT APPLICABLE**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**LEKWA LOCAL MUNICIPALITY  
THE MANUFACTURE, TESTING AT CONTRACTORS WORKS,  
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MUNICIPALITY'S A-SUB SUBSTATION**

**PORTION C: CONTRACT**

**PART C5: ANNEXURES**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

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## PART C5: ANNEXURES

### CONTENTS

Section	Description	Page No
C5.1	Locality Plan	
C5.2	Tender Drawings	
C5.3	Contract Name Board	

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

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### PORTION C: CONTRACT

### PART C5: ANNEXURES

### PART C5.1: LOCALITY PLAN



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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**LEKWA LOCAL MUNICIPALITY**

**THE MANUFACTURE, TESTING AT CONTRACTORS WORKS, SUPPLY,  
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FOR LEKWA LOCAL MUNICIPALITY'S A-SUB SUBSTATION**

**PORTION C: CONTRACT**

**PART C5: ANNEXURES**

**PART C5.2: TENDER DRAWINGS**

**NOT APPLICABLE – SUPPLIER WILL PROVIDE DRAWINGS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**LEKWA LOCAL MUNICIPALITY**

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**PORTION C: CONTRACT**

**PART C5: ANNEXURES**

**PART C5.3: CONTRACT NAME BOARD**

**NOT APPLICABLE**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2