



**LEKWA LOCAL MUNICIPALITY  
BID NUMBER:**

**DTS 15/2021/2022**

**ELECTRIFICATION OF 30 FARM WORKERS HOUSES IN LEKWA LOCAL MUNICIPALITY RURAL  
WARDS**

**Issued By:**

THE MUNICIPAL MANAGER LEKWA LOCAL MUNICIPALITY  
P.O. Box 66  
STANDERTON  
2430  
  
Mr JM Mokgatsi  
  
Tel: (017) 712 9600

**NAME OF BIDDER (BIDDING ENTITY) (FULL NAME,  
i.e. (CC, (PTY) LTD, LTD, JV, SOLE PROPRIETOR etc.):**

**TEL NUMBER** : \_\_\_\_\_  
**FAX NUMBER** : \_\_\_\_\_  
**E-MAIL** : \_\_\_\_\_  
**CELL NO.** : .....  
**CIDB NO.** : \_\_\_\_\_  
**CSD NO.** : \_\_\_\_\_

THE TOTAL OFFERED PRICES INCLUDING VALUE ADDED TAX IS

: R..... (In figures)

**CLOSING DATE:** 22 NOVEMBER 2021

**TIME** :12h00

**VERY IMPORTANT NOTICE:**

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

**AND ALL PAGES INCLUDING THE COVER MUST BE INITIALIZED BY THE BIDDER AND TWO WITNESS AT THE BOTTOM**

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 40553, dated 20 January 2017, in terms of which provision is made for this policy.

**Mandatory Requirements on Disqualifications**

NB (The following are mandatory and failure to submit any of these documents will lead to a disqualification of the document)

1. Form of offer must be completed and signed by the authorised signatory.
2. Bid to be in the closing register
3. Proof of CSD Registration and compliance
4. Tax compliant as per the submitted CSD (in the case of a joint venture, of all the partners or both JV’s must be tax compliant.
5. The Authority to sign must be completed and signed (Company resolution letter “on company letter head” by directors to be attached confirming the Authority to sign)
6. CIDB grading of 4EP or Higher
7. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
8. Signed declaration of interest
9. Municipal rates and services account (not more than 90 days in Arrears)
10. Attendance of the compulsory clarification meeting
11. Proof of ownership for the plant
12. Company registration documents must be submitted.

**Additional requirements and conditions of tender**

1. Failure to complete the schedule of quantities as required, i.e only lump sums provided.
2. Scratching out without initialling next to the amended rates or information, writing over or painting out rates affecting the evaluation of the bid.
3. The use of correction fluid (i.e. tippex) or any erasable ink, eg. Pencil is not allowed.
4. The Bid has not been properly signed by a party having the authority to do so, according to the *example* of “Authority for Signatory”
5. Non-attendance of mandatory/compulsory Site inspections or Information/Clarification meetings
6. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company’s relevant resolution (for each specific bid) of their members or their board of

- directors, must be submitted.
7. Particulars required in respect of the bid have not been completed, except if information required on Preferencing Schedule in respect of BBB- EE, is not attached, the bid will not be disqualified but no preference points will be awarded.
  8. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
  9. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
  10. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – “Equity ownership”) by a designated employer that it complies with the Employment Equity Act 55 of 1998.
  11. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are not to be in arrears, attach proof of municipal rates account for both company and director not in arrears and not older than 60 days . (If property is leased, lease agreement must be attached and must indicate that the lessor is responsible for the payment of rates and services)
  12. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
  13. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
    - (a) who is in the service of the state, or;
    - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
    - who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
  14. Failure to provide:
    - (a) written proof of **registration** with the CIDB, in an appropriate contractor grading designation (category), as required in the bid documentation (if applicable); or
    - (b) written proof of **application** to the CIDB **for registration** as a contractor in an appropriate designation (category), as required in the bid documentation (if applicable).
  15. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
  16. Bid offers will be rejected if the bidder has abused the LLM's Supply Chain Management System.
  17. Not signing all pages on the space provided
  18. Attach CV of Contracts Manager, Site Agent and Safety Officer (Certified)
  19. Certified Qualification of Contracts Manager (Minimum qualification in Civil / Building related projects), Site Agent and Safety Officer (Relevant Certificate) (Certified)
  20. Proof of Foreign Qualification approved from SAQA (if applicable)
  21. Proof of Employment, letter confirming employment (Contracts Manager, Site Agent and Safety Officer)
  22. Proof of relevant experience of company (copies of appointment letter and completion certificate)
  23. Proof of Purchase of the tender document must be attached; failure to do that will lead to disqualification
  24. A letter from the accounting officer (in case of a close cooperation or cooperative) or accounting firm (in case of a Private company), stating that the business is going concern.
  25. In case where the bidder fails to prove beyond reasonable doubt that the project will be completed with the amount stated on the form offer. The bidder in the latter case will be given an opportunity to present the facts for risk mitigation purposes.
  26. The municipality also reserves the right to appoint the lowest bidder and to appoint the bid in whole or in

- parts. The municipality also reserves the right to appoint the bid based on its risk assessment.
- 27. The municipality reserves the right not to appoint
  - 28. All pages must be initialled

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## TENDER ADVERT



## LEKWA LOCAL MUNICIPALITY

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

Tender No.	Tender Description	Service Provider	Compulsory briefing date time	CIDB Grading	Closing date & time	Briefing Venue
DTS 15 /2021/2022	Electrification of 30 farmworker houses in Lekwa Local Municipality Rural Houses	Contractor	8th of November 2021 @ 11am	4EP or Higher	22 <sup>nd</sup> of November 2021 @ 12h00	Standerton Town Hall

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 15 /2021/2022 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 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 address to Mr Bilaal Cajee (SCM Official) on 082 303 7516 or [bcajee@lekwalm.gov.za](mailto:bcajee@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 protocols on COVID 19 will be adhered on the event of the site briefing

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**Mr JM Mokgatsi**  
**ACTING MUNICIPAL MANAGER**

**NOTICE NO. ...2021**

**SECTION 1.1. INVITATION TO BID**

**SBD 1.**

<b>FORM 7.1</b>
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BID NUMBER: **DTS 15/2021/2022**

CLOSING DATE: **22/11/2021**

CLOSING TIME: **12H00**

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DESCRIPTION... **ELECTRIFICATION OF 30 FARM WORKERS HOUSES IN LEKWA LOCAL MUNICIPALITY RURAL WARDS**

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).**

DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

**Lekwa Local Municipality, Cnr Dr Beyers Naude & Mbonani Mayisela Street, Standerton**

***Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.***

The bid box is generally open between 8am to 4pm hours a day, 5 days a week Monday to Friday.

**FORM 7.2**

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

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>THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</b>
---

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER .....CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE .....NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES or NO

**IF YES, WHO WAS THE CERTIFICATE ISSUED BY?**

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

.....  
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) .....

A REGISTERED AUDITOR .....

[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**



- 1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES /  
WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE.....

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

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED.....

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**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

*Contact Person:* Bilaal Cajee

**Cell:** 082 303 7516

**E-mail address:** bcajee@lekwalm.gov.za

## SECTION 1.2: TENDER CONDITIONS AND INFORMATION

### 1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

### 1.2.2 Acceptance or Rejection of a Tender

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

### 1.2.3 Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

### 1.2.4 Cost of Tender Documents

The tender documents shall be sold at R500 per tender document at office Lekwa Municipality **Cnr Dr Beyers Naude & Mbonani Mayisela Street, Standerton**. The tender document will be available FROM the 8<sup>th</sup> of November 2021 during office hours

### 1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

### 1.2.6 Completion of Tender Documents

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

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

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

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

## 1.2.7 Compulsory Documentation

### 1.2.7.1 Tax Clearance Certificate

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

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

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

## 1.2.8 Other Documentation

### 1.2.8.1 Construction Industry Development Board (CIDB)

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

### 1.2.8.2 Municipal Rates, Taxes and Charges

(a) An original or certified copy of the bidder's municipal accounts (for the Municipality where the bidder pays his account) not older than 60 days must accompany the tender documents. If such a certified or original copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

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

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

1.2.9 Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

1.2.10 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 30 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the tender box on the address below .

**Lekwa Local Municipality,  
Cnr Dr Beyers Naude & Mbonani Mayisela Street,  
Tender Box  
Standerton**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Lekwa Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Lekwa Local Municipality, it should do so in writing to the Lekwa Local Municipality. Any effort by the firm to influence the Lekwa Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.16 Opening, Recording and Publications of Tenders Received

(a) Submitted Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. And only the If requested by any bidder present, the names of the bidders will be read out aloud.

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

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

1.2.17 Evaluation of Tenders

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

1.2.18 Procurement Policy

Municipal Supply Chain Management Policy will be used for evaluation of Prospective Service Provider as per the approved scoring system by the specification committee.

The evaluation will be done as per Preferential Procurement Regulations, 2017 issued in terms of section 5

of PPPFA, Act No. 5 of 2000.

Evaluation Criteria shall follow the following

1. Responsiveness
2. Functionality
3. The 80/20 preference point systems, B-BBEE

1.2.19 Contract

(a) The successful bidder will be expected to sign the agreement of this bid document. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall be required to obtain such consent for –

- (i) the provision of labour, or
- (ii) the purchase of materials which are in accordance with the Contract, or
- (iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.22 Extension of Contract

The Employer reserves the right to renew or extended the contract with the successful bidder by the time it comes to the expiry date. If by the time of expiry the successful bidders has not received any extension from the Municipality the tender will be automatically deemed expired.

1.2.23 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.2.24 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

1.2.25 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.

(c) The bid or any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favor, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 Validity of BEE certificates:

(a) If the certificate was issued by a verification agency the following must be on the face of the certificate:

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

(b) If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-

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

- (c) If the certificate was issued by registered auditors approved by IRBA

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

FAILURE TO COMPLY WITH THE ABOVE MENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

#### 1.2.27 Letter of Good Standing from the Commissioner of Compensation

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

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

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

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

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the



contract period, a valid certificate must be submitted within an agreed upon time.

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

1.2.28 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed as follows

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

*Contact Person:* Bilaal Cajee

**Cell:** 082 303 7516

**E-mail address:** bcajee@lekwalm.gov.za

### 1.3 GENERAL CONDITIONS OF CONTRACT

#### 1. **DEFINITIONS**

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

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

## **2. APPLICATION**

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

## **3. GENERAL**

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

## **4. STANDARDS**

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

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

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

under the contract if so required by the purchaser.

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

## **6. PATENT RIGHTS**

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

## **7. PERFORMANCE SECURITY**

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

## **8. INSPECTIONS, TESTS AND ANALYSES**

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

supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. PACKING**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. DELIVERY AND DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

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

## **14. SPARE PARTS**

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and

information pertaining to spare parts manufactured or distributed by the supplier:

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

**15. WARRANTY**

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

**16. PAYMENT**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

**17. PRICES**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

**18. VARIATION ORDERS**

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

**19. ASSIGNMENT**

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

**20. SUBCONTRACTS**

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

**21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

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

**22. PENALTIES**

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

**23. TERMINATION FOR DEFAULT**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:  
 (i) the name and address of the supplier and / or person restricted by the purchaser;  
 (ii) the date of commencement of the restriction  
 (iii) the period of restriction; and  
 (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

## **24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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



**25. FORCE MAJEURE**

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

**26. TERMINATION FOR INSOLVENCY**

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

**27. SETTLEMENT OF DISPUTES**

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

**28. LIMITATION OF LIABILITY**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. GOVERNING LANGUAGE**

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

**30. APPLICABLE LAW**

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

**31. NOTICES**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. TAXES AND DUTIES**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. TRANSFER OF CONTRACTS**

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

**34. AMENDMENT OF CONTRACTS**

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

**35. PROHIBITION OF RESTRICTIVE PRACTICES**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## SECTION 1.4: SPECIAL CONDITIONS OF CONTRACT

### 1.4.1 SCOPE

The scope of this contract is for the following services

- a. Supply & Installation of Electrification for Farm Houses.

For a period not exceeding 30 June 2022

### 1.4.2 MATERIAL

All material offered must be the best obtainable for their respective duties and must comply with the respective SABS. Wherever emergency specifications have to be complied with this should be explicitly mentioned. All equipment offered must be adapted for the particular duties in view. Queries will be welcomed, should the specifications not be clear on any point. Preference will be given to South African Manufactured goods.

Bidders must quote in accordance with specifications, but alternatives aimed at economy with equivalent performance will be considered.

### 1.4.3 SITE CONDITIONS

The site is in the area within the Standerton area which, Incidental intrusion into private property shall not be permitted without the owner's written authority. Any such agreement reached with a private landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

### 1.4.4 SYSTEM CONDITIONS

All connections to be installed are new and in areas where there are no existing house connections. The MV network is available in the area but will need to be brought closer to the houses.

### 1.4.5 TENDER DATA

Tenders must be valid for the municipal financial year from due date. Complete details, including any relevant drawings to the data which may assist in deciding on the suitability of the equipment must accompany each Tender. Any variations from the specifications must be specifically stated or tenders will be assumed to comply with the specifications.

Although all detail specification is not given for the work, it is assumed that bidders have sufficient experience in the above type of work and that actual details of the above works can if required, be submitted to the bidder for pricing.

#### 1.4.6 PAYMENT

Payment will be made within 30 days after satisfactory completion of work and receipt of original invoice.

#### 1.4.7 PRICE BASIS

All prices shall be quoted FOR in South African currency.

All settlement discounts shall be included in tender price.

All bidders shall include VAT in their prices.

Escalation per annum will not be applicable.

#### 1.4.8 TENDER FORMS

Any item or operation not specifically mentioned but deemed essential shall be assumed as having been allowed for by the bidder.

#### 1.4.9 ALL CONTRACTORS FOR THE SPECIFIED WORK MUST DECLARE THE FOLLOWING:

a) Number of full time technically skilled staff with relevant experience.

b) Details of specialized tools, vehicles and equipment.

d) Number of years' experience of relevant work.

#### 1.4.10 EVALUATION

a) This tender will be awarded per item as it is impractical to award one (1) item to various bidders, except for Item 7 which can be awarded to various bidders.

b) Alternative bidders will also be appointed.

#### 1.4.11 TRANSPORT & SUBSISTENCE (If and when required by Lekwa Local Municipality)

(a) Proof of payment must be submitted within seven days.

(b) Transport – AA Running cost per kilometer.

(c) Accommodation – A fix daily allowance of R..... per person per day.(Inclusive of meals)

1.4.12 The special non-working days are the official builder's holiday plus all statutory public holidays.  
The year-end break commences on 12/12/2021 and ends on 12/01/2022.

1.4.13 The time to deliver the Deed of Guarantee is 14 days.

1.4.14 The liability of the guarantee shall be [10] %.

1.4.15 The Contractor shall commence executing the Works within **[14]** days from the Commencement Date.

- 1.4.16 The Contractor shall deliver his programme of work within [14] days.
- 1.4.17 The Works shall be completed no later than 30 June 2022.
- 1.4.18 The penalty for failing to complete the works is R 2500 per calendar day.
- 1.4.19 The percentage retention on the amounts due to the Contractor is 10 %.
- 1.4.20 The Defects Liability Period is 12 months.

## APPOINTMENT OF A CONTRACTOR FOR THE ELECTRIFICATION OF FARM HOUSES IN LEKWA LOCAL MUNICIPALITY: DTS 15/2021/2022

### SECTION 2

#### CRITERIA FOR THE SELECTION OF PROPOSALS AND AWARDING OF CONTRACTS

##### 2.1. Qualifying Criteria

Municipal Supply Chain Management Policy will be used for evaluation of Prospective Service Provider as per the approved scoring system by the specification committee.

The evaluation will be done as per Preferential Procurement Regulations, 2017 issued in terms of section 5 of PPPFA, Act No. 5 of 2000.

Evaluation Criteria shall follow the following

1. Responsiveness / Qualifying
2. Functionality
3. The 80/20 preference point systems, B-BBEE (And Pricing)

#### Returnable Documents

##### 2.2. List of Returnable Documents

The bidder must complete the following returnable documents:

Returnable schedules required to qualify for bid evaluation purposes

1. Form of offer must be completed and signed by the authorized signatory.
2. Bid to be in the closing register by closing date and time
3. Proof of CSD Registration and compliance
4. Tax compliant as per the submitted CSD (in the case of a joint venture, of all the partners or both JV's must be tax compliant.
5. The Authority to sign must be completed and signed (Company resolution letter "on company letter head" by directors to be attached confirming the Authority to sign)
6. A copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
7. Signed declaration of interest
8. Municipal rates and services account (not more than 60 days in Arrears)
9. Attendance of the compulsory clarification meeting
10. Company registration documents must be submitted.
11. Proof of Contractors CIDB grading registration 4EP or Higher
12. Company profile

Proposals found to be non-compliant in the above category, will be disqualified.

Other documents required only for bid evaluation purposes (External Documents)

1. Central suppliers database summary report (Central supplier's database summary report of each firm on the team if tendered as a JV / Consort
2. Joint venture, consortium agreements (if applicable).
3. B-BBEE certificate/sworn affidavit–BBBEE for exempted micro enterprise. (Joint B- BBEE/sworn affidavit–BBBEE for exempted micro enterprise in case of joint ventures)

Other documents that will be incorporated into the contract

1. Original downloaded bid document
2. Addendum – if issued

### 2.3. Functionality / Technical Evaluation of Proposals

The compliant proposals will be evaluated and points will be scored as set out below.

**NB: If no Evaluation Description is defined, no points will be scored.**

#### **Evaluation Criteria**

Municipal Supply Chain Management Policy will be used for evaluation of Prospective Service Provider as per the approved scoring system by the specification committee.

The evaluation will be done as per Preferential Procurement Regulations, 2017 issued in terms of section 5 of PPPFA, Act No. 5 of 2000.

Evaluation Criteria shall follow the following

1. Responsiveness (test for compliance)
2. Functionality
3. The 80/20 preference point systems B-BBEE

Table 1

**TOTAL FUNCTIONALITY POINTS ARE 100, MINIMUM THRESHOLD 60. THE POINTS ARE DISTRIBUTED AS FOLLOWS:**

The below table will be evaluated and adjudicated on basis of information provided, the bidders is required to score a minimum of 60% to be considered to the next stage of evaluation

Evaluation Description		Minimum Points to be scored	Maximum points to be scored
2.3.1	Plant and Equipment	15	30
2.3.2	Similar type and size of projects successfully completed by the Contractors Contract Manager or Site Manager	15	25
2.3.3	Similar type and size of projects successfully completed by the company	15	30
2.3.4	Health and Safety Office	15	15
	Total	60	100

Table 2

Description	Minimum Requirements		Weight	
Plant and Equipment	The Tenderer must proof that the following plant will be available for the project. For his own plant with colour photos showing the side and front for each plant, must provide proof of ownership and may be subjected to an inspection of his premises.  If the service provider is renting plant, he is required to submit all proof of ownership for the plant from the lease/rental company with letter confirming availability of plant.  The minimum plant requirement for this project is:		Lease	Ownership
	1 x Auger	Proof of lease or ownership	2.5	5
	1 x Flatbed truck for transporting of Poles (30 ton)	Proof of lease or ownership	2.5	5
	1 x Crane (10m ton)	Proof of lease or ownership	2.5	5
	1 x Cherry Picker	Proof of Valid Loading Test Certificate	2.5	5
	1 x Delivery Bakkie	Proof of lease or ownership	2.5	5
	1 x personnel transporting vehicle	Proof of lease or ownership	2.5	5
	Sub-Total Points		<b>15</b>	<b>30</b>

Criteria	Evaluation Indicators	Points Allocated	Weight
Similar type and size of projects successfully completed by the Contractors Contract Manager or Site Manager	Successful completion of similar type and size of project by the Contract Manager or Site Manager (Attach Minimum (Certified Qualification, National Diploma Electrical Engineering and Wireman Licence Certificate or NQF Level 5 Electrical Engineering and Wireman Licence Certificate	Number of similar type and size of projects successfully completed by the Contract Manager or Site Manager: 0 projects = 0 Points (No points) 1 project = 5 Points 2 projects = 10 Points 3 projects = 15 Points 4 projects = 20 Points 5 projects = 25 Points	<b>25</b>
Similar type and size of projects successfully completed by the company	Successful completion of a similar type and size of project by the company (Attach Completion Certificates	Number of Electrification Projects for successfully completed by the Company: 0 projects = 0 Points (No points) 1 project = 5 Points 2 projects = 10 Points 3 projects = 15 Points 4 projects = 20 Points 5 projects = 30 Points	<b>30</b>
Health and Safety Officer	Certified copy of National Diploma in Health and Safety with SAMTRAC Certificate	Minimum Five (5) years of experience	<b>15</b>
<b>TOTAL</b>			<b>100</b>



Proof of all the above must be attached for the Tenderer to qualify for the points claimed in the following manner:

- 1. **Personnel Experience**- attach CVs of persons and academic certified certificates
- 2. **Contractor experience** -only Completion certificate/s of previous civil works done will be considered as proof.
- 3. **Plant and Equipment**- Tenderers to submit plant/equipment ownership proof, non-submission will result in loss of points.
- 4. **No Certificate Of Completion** - certificate bidder shall not be considered
- 5. The **Minimum** and **Maximum** points are not based on the summation of the lowest or highest points from the categories

To all those who achieve the 60 points minimum threshold will qualify for 80/20 scoring system.

**POINTS**

1.	PRICE	80
2.	B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed		100

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. 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.

**POINTS AWARDED FOR PRICE**

**THE 80/20 PREFERENCE POINT SYSTEMS**

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

According to the Preferential Procurement Framework Act and Regulations a preference point system must be followed:

**1.1 The 80/20 Preference Point System**

- a) The following formula must be used to calculate the points for price in respect of tenders/procurement with a Rand value equal to, or above R30 000 and up to a Rand value of R50 000 000. Organs of state may, however, apply this formula for procurement with a value less than R30 000, if and when appropriate:

Ps=80

$$\left( \frac{Pt-Pmin}{Pmin} \right) \times 33$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Rand value offer tender consideration

$P_{min}$  = Rand value of lowest acceptable tender

- b) A maximum of 20 points will be awarded to a tenderer for being an HDI and/or subcontracting with an HDI and /or achieving any of the specified goals stipulated in regulation 17.
- c) The points scored by a tender in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.
- d) Only the tender with the highest number of points scored will be selected.

## 1.2 The 90/10 Preference Point System

- a) The following formula must be used to calculate the points for price in respect of tenders/procurement with a Rand value above R50 000 000:

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Rand value of tender under consideration

$P_{min}$  = Rand value of lowest acceptable tender

- b) A maximum of 10 points will be allocated according to the B-BBEE certificate.
- c) The points scored by a tenderer in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.

## LEKWA LOCAL MUNICIPALITY

### ELECTRIFICATION OF 30 FARM WORKERS HOUSES IN LEKWA LOCAL MUNICIPALITY RURAL WARDS.

#### 3. Agreement and Contract

##### 3.1. Form of Offer and Acceptance

###### Offer

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

###### **Electrification Of 30 Farm Workers Houses In Lekwa Local Municipality Rural Wards**

NB: The total from the rates shall be carried forward the appointment shall be rate based

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

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

R..... (In Figurers VAT Inclusive)

.....

.....

..... (Amount in Words)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

###### **For the bidder**

Signature .....

Date .....

Name .....

Capacity .....

Name of Organisation .....

Address of Organization) .....

.....

Name and Signature Of witness .....

## Acceptance

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

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

Signature .....

Date .....

Name .....

Capacity.....

For the Lekwa Local Municipality

.....

.....

.....

Name and .....

Date .....

Signature of witness .....

# LEKWA LOCAL MUNICIPALITY

## APPOINTMENT OF A CONTRACTOR FOR THE ELECTRIFICATION OF FARM HOUSES IN LEKWA LOCAL MUNICIPALITY.

### 4. Pricing

#### 4.1. PRICING INSTRUCTIONS

1. The Service Provider is required to provide the services in accordance with the Scope of Work. This embraces all things necessary and incidental to complete the work.
2. The only basis for a change to the prices is as a result of the Employer giving an instruction to change the Scope of Work.
3. The General Conditions of Contract, the Contract Data, and the Specifications (including the Project Specifications) shall apply to this contract.
4. The Bill comprises items covering the Service Providers profit and costs of general liabilities and of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the bidder is entitled, under various circumstances, to payment for additional work carried out and that the client is obliged to base his assessment of the rates to be paid for such additional work on the rates the Service Providers inserted in the Bill.

5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
6. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Bidder bids to do the

work Amount : The quantity of an item multiplied by the bid rate of the  
(same) item

Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

7. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

LEKWA LOCAL MUNICIPALITY

**APPOINTMENT OF A CONTRACTOR FOR THE ELECTRIFICATION OF FARM HOUSES IN LEKWA LOCAL MUNICIPALITY.**

**4.2. BILL OF QUANTITIES**

LEKWA MUNICIPALITY - FARMS ELECTRIFICATION					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL NO 1 - PRELIMINARY AND GENERAL</b>				
<b>1</b>	<b>FIXED CHARGED ITEMS</b>				
1.1	Provision for compliance with all the General conditions of contract, specials conditions of contract. All necessary insurances and guarantees required to adequately cover the works. Workmans compensation, travelling, out of town allowance, maintenance and guarentee (defects Liability) period.	sum	1		
1.2	Establish facilities on site A main office will be required at the main Site while satelite facilities for storage will be established at the other four sites.				
	a) Offices and storage				
	b) Staff accomodation				
	c) Ablution and latrine facilities				
	d) Temporary water and electricity supplies	sum	1		
1.3	Removal of all items indicated above upon completion of construction and making good and restoring of the site.	sum	1		
1.4	Provision of "As Built" drawings	sum	1		
1.5	Construction Name board	sum	1		
<b>2</b>	<b>OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS</b>				
2.1	Provision for legal and cotractual compliance documentation with OH&S Act and construction regulations				
2.2	Provision of safety measures in compliance with OH&S Act and construction regulations				
2.3	Provision for Covid-19 OH&S compliance	sum	1		
<b>3</b>	<b>Outages</b>				
	Contractor to allow for outages as necessary for all the sites				
	Provide detailed breakdown of outage scope for all areas complete with time allocations to be handed to the Lekwa Local Municipality, 21 days before the outage date				
	Allow for the preparation of a detailed programme reflecting the outage dates	Sum	5		
<b>4</b>	<b>TIME RELATED</b>				
4.1	<b>Site establishment</b>				
	office complete as per works information				
	staff accommodation				
	stores and security				
	water, sanitation, electricity				
	communication	Months	6		
4.2	Supervision	Months	6		
4.3	Plant and equipment	Months	6		
4.4	Cost for health and safety measures	Months	6		
4.5	Other time related charges (specify hereunder):				
<b>5</b>	<b>Provisional Sums</b>				
5.1	Provisional blasting - Up to 2,2m deep. Each hole to be verified by Clerk of Works. Develop a method statement in accordance with explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed.	no	5	2,500.00	12,500.00
5.2	Rock excavation (the contractor is to provide adequate measures to ensure a rock hole be excavated to the correct depth to faciliate the correct infrastructure, this may the excavation per rock hole by mechanical include means viz. Compressors dependent on diesel fuel to accommodate Jackhammer drilling). These Rock Holes to be verified by the relevant Clerk of Works.	no	5	2,000.00	10,000.00
5.3	Tree cutting where required. Include for MV/LV Environmental studies application & DAFF tree cutting licence	sum	1	10,000.00	10,000.00
5.40	CLO Allowance	Months	6	6,000.00	36,000.00
	NOTE: All items must be completed to enable fixed and Variable P&G's to be calculated for extension of time				
	Total Carried to Summary				

LEKWA MUNICIPALITY - FARMS ELECTRIFICATION						
ITEM NO	DESCRIPTION	UNIT	QUANTITY	SUPPLY	INSTALL	AMOUNT
	<b>BILL NO 2 - MV RETICULATION ON RING CONFIGURATION</b>					
<b>1</b>	<b><u>MV SECTIONALISER AND LINKS</u></b>					
	Supply and install on-load link isolators as detailed including the installation of crossarm brackets and the termination of conductors, including the drilling of holes in wooden poles as required.					
1.1	Set of solid links (set of three)	ea	15			
1.2	Set of 30A fuse links (set of 3)	ea	15			
1.3	Set of 100A fuse links (set of 3)	ea	0			
<b>2</b>	<b><u>Pole Mounted Transformers</u></b>					
	Install Pole Mounted Transformers as indicated complete with the appropriate line taps, jumpers, surge arrestor, and labelling					
	Transformer 16kVA inland 11kV/230V	No	6			
	Transformer 25kVA inland 11kV/415V	No	6			
	Transformer 32kVA inland 11kV/230V	No	10			
	Earthing of Transformers (MV + LV Earthing)	No	22			
<b>3</b>	<b><u>MV CONDUCTORS</u></b>					
	Safely store on sealed drums with ends adequately secured and transport to site the conductor as specified. Sting conductor as specified, including splices, jumpers, strain clamps, suspension clamps tensioning, sagging etc.					
3.1	ACSR Hare - build 3-phase / Dual Phase line	m	0			
3.2	ACSR Mink - build 3-phase line / Dual Phase line	m	0			
3.3	ACSR Fox - build 3-phase line / Dual Phase line	m	45000			
<b>4</b>	<b><u>MEDIUM VOLTAGE STRUCTURE (3-PHASE / DUAL PHASE overhead lines)</u></b>					
	Allow for the following structures and insulator assemblies in accordance with the specifications in the Eskom drawings. The rate should include the cross arm drilling of holes and treating of such holes. Exclude the planting of poles, stays and struts as they are measured elsewhere. The assemblies must be priced for <b>FOX</b> conductor					
4.1	3 Phase - Vertical (600mm spacing) - Strain - Small(1°-30°) Deviation	no.	12			
4.2	3 Phase - Vertical (600mm spacing) - Strain - Terminal	no.	30			
4.3	3 Phase - Delta (600mm stud) - Intermediate - 0° Deviation	no.	12			
4.4	3 Phase Take-off - Vertical (600mm spacing)	no.	12			
4.5	MV T-off from intermediate	no.	5			
4.6	3 Phase - Delta (600mm stud) - Strain - 0° Deviation	no.	10			
4.7	MV-Terminal	no.	10			
4.8	A-Frame Steel bracket	no.	0			
Total Carried Forward						



ITEM NO	DESCRIPTION	UNIT	QUANTITY	SUPPLY	INSTALL	AMOUNT
Brought Forward						
<b>5</b>	<b>TESTING AND COMMISSIONING</b>					
	Allowance is to be made for the complete testing and commissioning of the transformer and mini-substation installation as well as the entire newly installed MV distribution system.					
5.1	MV test (per transformer installation)	no.	22			
5.2	MV test (per mini-substation installation)	no.				
5.3	MV test of newly installed distribution network	no.	22			
5.4	Pressure testing of MV Cable	no.				
<b>6</b>	<b>POLES</b>					
	Install pole in excavated hole, including cutting, bonding, treating etc. Excavation and compaction is measure elsewhere					
6.1	10m Pole, 200-219mm top diameter	no.	0			
6.2	11m Pole, 180-199mm top diameter	no.	104			
6.3	11m Pole, 200-219mm top diameter	no.	76			
<b>10</b>	<b>Stays, Struts and anti-climbing devices</b>					
	The rate for the MV strut and MV stay shall include the strut pole, stay wire, stay-rods, insulators, stay plate, stay guards, guy grip dead end, earthing of stay, etc etc					
10.1	11m, 180mm top Diameter wooden pole (MV Strut)	no.	20			
10.2	MV Stay	no.	96			
<b>11</b>	<b>EXCAVATION AND COMPACTION</b>					
	Determination of pole positions, excavate in all ground conditions as necessary, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density. Any damage to existing services shall be made good at the contractors expense.					
11.1	Dig holes depth: 1.8m-2.2m	no.	200			
11.2	Stay Hole- MV	no.	96			
11.3	Backfill and compact – normal	no.	296			
11.4	Survey / Location of pole positions (MV+LV)	sum	1			
Total Carried to Summary						

LEKWA MUNICIPALITY - FARMS ELECTRIFICATION						
ITEM NO	DESCRIPTION	UNIT	QUANTITY	SUPPLY	INSTALL	AMOUNT
	<b><u>BILL NO 3 - LV RETICULATION</u></b>					
<b>1</b>	<b><u>CONDUCTORS</u></b> Safely store on sealed drums with ends adequately secured and transport to site the conductor as specified. String conductor as specified					
1.1	70mm ABC 3ph 5-core	m	2400			
1.2	10mm Airdac SNE with Pilot Cores	m	1200			
<b>2</b>	<b><u>LOW VOLTAGE STRUCTURE (3-PHASE overhead lines)</u></b> Allow for the following structures and assemblies in accordance with the specifications. The rate should include the cable ties, pigtail bolts, cable strapping, appropriate clamps, nut eyes, end caps, grip strains, IPCs, drilling of holes and treating of such holes. Exclude the planting of poles, stays and struts as they are measured elsewhere.					
2.1	70mm ABC suspension 0-30 deg wood	no.	12			
2.2	70mm ABC Strain 0-60 deg wood	no.	10			
2.3	70mm ABC Strain 60-90 deg wood	no.	6			
2.4	70mm ABC T-off from intermediate wood	no.	10			
2.5	70mm ABC cross intermediate wood	no.	6			
2.6	70mm ABC Terminal wood	no.	10			
2.7	70mm ABC T from Strain	no.	10			
<b>3</b>	<b><u>POLES AND CROSSARMS</u></b> Install pole in excavated hole, including cutting, bonding, treating etc. Excavation and compaction is measure elsewhere					
3.1	9m Pole, 160 -179mm top diameter	no.	95			
3.2	7m LV service pole with 140mm top diameter	no.	143			
<b>4</b>	<b><u>Stays, Struts and anti-climbing devices</u></b> The rate for the LV strut and LV stay shall include the strut pole, stay wire, stay-rods, insulators, stay plate, stay guards, guy grip dead end, earthing of stay, etc etc					
4.1	9m, 160mm top Diameter wooden pole (LV strut pole)	no.	20			
4.2	LV Conventional Stay	no.	70			
4.3	Wire, barbed Galv 12SWG 12.5kg D-DT-3170	m	24			
4.4	Danger Sign on struts	no.	20			
<b>5</b>	<b><u>EXCAVATION AND COMPACTION</u></b> Determination of pole positions, excavate in all ground conditions as necessary, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density. Any damage to existing services shall be made good at the contractors expense.					
5.1	Dig holes depth:1.3m-1.5m	no.	258			
5.2	Stay Hole- LV	no.	70			
5.3	Backfill and compact – normal	no.	328			
<b>6</b>	<b><u>Pole Top Boxes</u></b> 4-way LV pole top boxes suitable for split metering. Recommended pole top box dimensions: 340mm width, 450mm height and 125mm depth. Complete with IPC clamps, cable ties, cable straps and labelling					
6.1	4-way Pole top Box 60A	no.	10			
<b>7</b>	<b><u>Metering and DB Boards</u></b> Single Phase 60A SABS Approved split meter in a din rail housing. Must be ideal for the meter to be mounted inside the pole top box					
7.1	Conlog 60A Single Phase split meter	no.	30			
7.2	Standard Ready Board for housing	no.	30			
<b>8</b>	LV Earthing as per Eskom drawing D-DT-0642	no.	24			
Total Carried to Summary						



**PART C3    SCOPE OF WORK**

**CONTENTS**

C3.1 DESCRIPTION OF WORK.....	C3.2
C3.2 ENGINEERING.....	C3.4
C3.3 PROCUREMENT.....	C3.4
C3.4 MANAGEMENT OF THE WORKS .....	C3.5
C3.5 HEALTH AND SAFETY .....	C3.12
C3.6 CONSTRUCTION.....	C3.12

## **STATUS**

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract

### **C3.1 DESCRIPTION OF THE WORKS**

#### **C3.1.1 Employer's objectives**

The objective of the Employer is to a Contractor for the Electrification of Farm Houses in Lekwa Local Municipality

#### **C3.1.2 Overview of the Works**

This design report covers the design for the electrical reticulation for the house of the Lekwa Municipality. It must be noted that the design report covers the MV, LV reticulation and house connections. The MV and LV design and construction shall conform to the Occupational Health and Safety Act, SANS 10142 part 1 and part 2. The contractor is to make sure that the health and safety plan is in place and abides by all stipulations noted in the general conditions of contract.

The scope of work for this electrical installation is as follows:

- Construct the MV network as per the electrical engineer's design drawing
- Construct the LV network as per the electrical engineer's design drawing

#### **C3.1.3 Extent of the Works**

The Works to be carried out by the Contractor under this Contract comprises mainly of the following:

The scope of this contract is for the following services

- a. Electrical Construction
- b. Installation of electrical equipment

## **MATERIAL**

All material offered must be the best obtainable for their respective duties and must comply with the respective SABS. Wherever emergency specifications have to be complied with this should be explicitly mentioned. All equipment offered must be adapted for the particular duties in view. Queries will be welcomed, should the specifications not be clear on any point. Preference will be given to South African Manufactured goods.

Bidders must quote in accordance with specifications, but alternatives aimed at economy with equivalent performance will be considered.

### **1.4.1 SYSTEM CONDITIONS**

Medium voltage 11 000 volts, 3 phase, 50 cycles per second, bulk supply from Eskom. Neutral earthed through Earthing resistance. Low voltage 420/242 volts, 3 phase, 4 wire. Phase rotation standard as indicated in BSS No 158/1938, Section 3.

### **1.4.2 PRICE BASIS**

All prices shall be quoted FOR in South African currency.  
All settlement discounts shall be included in tender price.  
All bidders shall include VAT in their prices.

Approximate quantities of each type of work are given in the Bill of Quantities.

#### **C3.1.4 Location of the Works site**

The project area is located in Lekwa Local Municipality Ward 9 and Ward 13.

#### **C3.1.5 Access to Works site**

Access to the site is indicated on the locality plan

### **C3.1.6 Services known to be in the vicinity of the site**

Existing services on site include water pipes, sewer pipes, roads, and electrical cables.

## **C3.2 ENGINEERING**

### **C3.2.1 Design services and activity matrix**

The Employer is responsible for the design of the Permanent Works.

The Contractor shall be responsible for the design of:

- (a) The temporary works and their compatibility with the permanent works
- (b) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings.

### **C3.2.2 Employer's design**

The Employer's design is based on available information and the finalisation of details may need to take place after the existing services have been exposed.

### **C3.2.3 Contractor's design**

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

### **C3.2.4 Drawings**

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the Contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed and bound in a separate volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

### **C3.3 PROCUREMENT**

#### **C3.3.1 Preferential procurement procedures**

##### **C3.3.1.1 Requirements**

The Employer intends through this Contract to provide work opportunities for the local residents.

This Contractor shall therefore employ local labour where possible.

#### **C3.3.2 Employment targets**

##### **C3.3.2.1 Employment of local community labour**

The maximum possible number of workers must be employed from the ranks of the currently unemployed persons in the local community.

To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only.

Local community labour is defined as people who reside in Municipality towns and whose name appears on the local unemployed labour list.

Key personnel are defined as supervisors, team leaders and skilled labourers without whom a specific task cannot be completed.

The target for local labour is 80% of non-key personnel.

##### **C3.3.2.2 Employment of women**

The target for employment of women is 30% of the total workforce.

##### **C3.3.2.3 Employment of youth**

The target for employment of youth (18-25 years of age) is 30% of the total workforce.

##### **C3.3.2.4 Employment of disabled people**

A minimum of one (1) disabled person must be employed on this contract.

##### **C3.3.2.5 Remuneration of local labourers**

The minimum wages shall be those prescribed by EPWP for the area in which the works fall.

### **C3.4 MANAGEMENT**

#### **C3.4.1 Management of the Works**

##### **C3.4.1.1 Planning and programming**

##### **C3.4.1.1.1 Submitted programme**

The Contractor's programme, required in terms of Clause 5.6.1 of GCC 2015, shall be in a bar chart form.

In addition to the requirements of Clause 5.6.1 of GCC 2015, the Contractor's programme shall show:

- a) the various activities, related to a time scale, for each element of the Works, including those of Nominated and/or Subcontractors, in sufficient detail to be able to assess construction progress,

- b) critical path activities and their dependencies,
- c) key dates in respect of work to be carried out by others,
- d) key dates in respect of information to be provided by the Engineer and/or others,

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Engineer in writing.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

#### **C3.4.1.1.2 General allowances**

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

- a) expected weather conditions and their effects,
- b) known physical conditions or artificial obstructions,
- c) searching for, dealing with and carrying out alterations to the existing services,
- d) the accommodation of public access and traffic,
- e) the provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act. and
- f) the design, testing and approval of the concrete mixes.

#### **C3.4.1.2 Review of progress**

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme, by more than 2 weeks, he shall submit a revised programme and method statement of how he proposes to make up the lost time. If, in the opinion of the Engineer, such revised programme will not make up the lost time, the Engineer shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganisation will not be accepted.

#### **C3.4.1.3 Methods and procedures**

##### **C3.4.1.3.1 Method statements**

When requested by the Engineer, the Contractor shall submit, within 2 weeks (14 days) of date of such written request, a method statement detailing the Contractor's proposed construction procedure of certain elements of the Works.

No work shall commence before the method statement has been submitted and approved. The approval shall not relieve the Contractor from his responsibilities in terms of the General Conditions of Contract.

##### **C3.4.1.3.1 Neatness of the site**

The general neatness and tidiness of the vicinity of Municipality are of particular concern. The Works will be visible to the public. The Contractor shall, therefore, on a day to day basis, keep the area of the Works in a condition acceptable to the Engineer.

#### **C3.4.1.4 Weather conditions**

##### **C3.4.1.4.1 Extension of time for completion resulting from abnormal rainfall**

Extension of time for completion will not be considered for normal rainfall but only for abnormal rainfall or saturated conditions and will be calculated in accordance with the following method:

- a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed - as given in the Schedule below.
- b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:



- i) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Engineer, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on working days will be considered.
- ii) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule below.
- iii) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.
- iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

### **SCHEDULE**

Anticipated number of working days on which work could be delayed as a result of rainfall and saturated conditions.

<b>Month</b>	<b>Days</b>	<b>Month</b>	<b>Days</b>
January	2	July	1
February	2	August	1
March	1	September	2
April	1	October	3
May	1	November	4
June	1	December	4

#### **C3.4.1.4.2 Recording of weather**

The Contractor shall provide a rain gauge as directed by the Engineer and precautions shall be taken to restrict access to the rain gauge by unauthorised persons.

#### **C3.4.1.5 Quality plans and control**

The Contractor shall prepare a quality management plan to be followed during the course of the Contract.

The quality management plan shall

- i. clearly indicate the methods, programmes, procedures and other methods that the Contractor intends using as process control to ensure compliance of materials and workmanship with the requirements of the Contract (process control testing)
- ii. include the proof of status of calibration of all measuring devices that are to be used during the course of the Contract.

#### **C3.4.1.6 Environment**

##### **C3.4.1.6.1 Protection of the environment**

##### **C3.4.1.6.1.1 Environment management plan**

The Contractor shall comply with the provisions of the environmental plan.

##### **C3.4.1.6.1.2 Fires and burning of vegetation**

No fires may be lit except at places approved by the relevant authority. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out.

Burning of vegetation and trees cleared from the Site and/or any other material may only be done on site if permitted in writing by the relevant authority, and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

#### **C3.4.1.6.1.3 Preservation of flora and fauna and soil conservation**

The Contractor shall:

- a) take all precautions to prevent:
  - i) the erosion of soils and/or
  - ii) loss of or injury to domestic and other animals from any lands used or occupied by the Contractor;
- b) refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is necessary for the execution of the Contract,
- c) take care to cause the minimum of disturbance to the fauna and flora.
- d) erect temporary fences on the servitude lines during the construction period to prevent loss of fauna. The fences shall be removed as soon as construction and testing are complete.
- e) take precautions to keep the risk of fire to a minimum,
- f) arrange that timber for firewood be obtained only from such places as may be approved by the Engineer;
- g) take such measures as to ensure that his employees are aware of all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of the camp or the Works or the taking of fish from any water ; and
- h) prohibit all firearms from the site and temporary camps.

#### **C3.4.1.7 Format of communications**

Communications and instructions shall be given in writing and sent either by post, or facsimile. Site instructions shall be given in the Site Communication Book, which shall be a triplicate book provided by the Contractor.

#### **C3.4.1.8 Management meetings**

The Contractor will be required to attend the following site meetings during the term of the contract:

- a) An inaugural site meeting to be held within three weeks after the Commencement Date.
- b) Monthly site meetings from the order to commence the Works until the Completion of the Works.
- c) Monthly Health and Safety meetings.

#### **C3.4.1.9 Daily records**

Daily records of all site activities and progress of work shall be kept by the Contractor. Any possible causes for delay to the Contract or which may result in additional costs to the Employer shall be recorded as clearly as possible. The records shall also include the plant on Site and personnel employed. The records shall be kept at all times in the Engineer's Site Office.

##### **C3.4.1.9.1 Monthly labour returns**

The Contractor shall submit with each statement for payment a labour return showing the Number Person Days and Labour Days recorded for the Contract. The returns shall be similar to the format approved by the Engineer.

##### **C3.4.1.10 Lighting**

Should the Contractor wish to undertake work when natural lighting is inadequate for the type of work to be performed, he shall, at his own expense, provide and maintain in good and safe condition adequate high-powered flood lighting for all the work areas where he is operating.

#### **C3.4.1.11 Payment certificates**

The statement to be submitted by the Contractor in terms of Clause 6.10 of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall be provided electronically in Microsoft Excel format.

All costs incurred by the Contractor resulting from the preparation and submission of the statements shall be borne by the Contractor.

#### **C3.4.2 Site establishment**

##### **C3.4.2.1 Services and facilities existing and/or provided by the Employer**

###### **C3.4.2.1.1 Water and power supply and other services**

The Contractor shall make his own arrangements and pay all installation and consumption charges for the supply of water, electrical power and other services required.

###### **C3.4.2.1.2 Camps and depot**

The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer.

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the Site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

##### **C3.4.2.2 Facilities provided by the Contractor**

###### **C3.4.2.2.1 Facilities for the Engineer**

The Contractor shall provide for the use of the Engineer, maintain and service, as applicable, the following facilities as specified in SANS 1200 AB and SDAB:

- a) one name boards,
- b) one furnished office,
- c) conference room (furnished),
- d) latrine and ablution facilities,
- e) carport for 2 vehicles,
- f) a site instruction book,
- g) protective clothing,
- h) safety equipment,

Unless specified otherwise, on completion of the Works these facilities shall revert to the Contractor who shall remove them from the site.

The term "use of the Engineer" will be deemed to include, as appropriate, use by the Engineer's staff and the Engineer's Representative and his staff.

#### **C3.4.3 Existing services**

##### **C3.4.3.1 Treatment of existing services**

###### **C3.4.3.1.1 Continuance of operation of existing services**

All existing services shall be maintained in operation, unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice has been given to the affected residents.

#### **C3.4.3.1.2 Continuous operation of existing works**

The construction works take place around existing services. Existing works must remain in operation at all times. The Contractor shall ensure that, wherever possible, the Employer's personnel have unhindered access to, and use of, all parts of the existing works at all times, as necessary.

The Contractor's operations shall also be carried out in such a way as to minimize the formation of dust and the fouling of water in the existing works.

The Contractor shall provide sufficient notice to the Engineer when he intends to interrupt the operations of the existing works in order to effect connections with the new works. Approval for such work will be given only when the timing of the work is suitable to the Employer.

#### **C3.4.3.1.3 Connection to existing services**

All connections to the existing systems shall be undertaken in a manner and at times to be approved by the Engineer. It is anticipated that this work may have to be done at night in order to minimise inconvenience to users. No claims for additional payment will be considered in this regard.

#### **C3.4.5 Permits and way leaves**

A wayleave from the necessary Department will be required prior to the Contractor commencing work on Site.

#### **C3.4.4 Health and safety**

##### **C3.4.4.1 Health and safety requirements and procedures**

###### **C3.4.4.1.1 General**

In addition to Subclause 5.7 of SANS 1200 A (5.4 of SANS 1200 AA; 5.8 of SANS 1200 AD; 5.3 of SANS 1200 AH) and the Occupational Health and Safety Specification provide, the Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and in particular its Construction Regulations, 2014.

###### **C3.4.4.1.2 Health and Safety Plan**

Without limiting his obligations and liabilities in terms of the Construction Regulations, 2014 of the OHS Act, the Contractor, in his Health and Safety Plan to be submitted in terms of Clause 5.3.1 of the Project Data, shall inter alia deal with the safety provisions he will set up in respect of the aspects specified in the Specification Data and the Standard Specification.

The Health and Safety Plan shall be neatly set out in a lever-arch type file, with labelled dividers for each section

A copy of the approved Health and Safety Plan shall be kept on Site and made available upon request.

###### **C3.4.4.1.3 Safety of general public**

Open excavations and other hazardous conditions on site shall be barricaded and precautions shall be taken to protect the public from the same in terms of the OHS Act (Clause 4.3.10.2).

As the Works are on an operating water treatment works site, the Contractor shall take special precautions to prevent access to any danger areas on the Works, e.g. by temporary barricades, notices and/or fencing.

The Contractor shall direct, control, facilitate and safeguard all pedestrian traffic during construction of the Works, provide all notices, and arrange for watching and lighting in accordance with the requirements of the relevant authorities

#### **C3.4.4.1.4 Sanitary conditions**

Unhygienic habits and other behaviour that may cause contamination of any part of the Works or the surrounding areas are strictly prohibited. The Contractor shall ensure that sanitary conditions prevail throughout the Site and that all his workmen are aware of, and comply with, this rule.

#### **C3.4.4.1.5 Protection of the public**

Open excavations and other hazardous conditions on site shall be barricaded and precautions shall be taken to protect the public from the same in terms of the OHS Act.

As the Works are on an operating reservoir site, the Contractor shall take special precautions to prevent access to any danger areas on the Works, e.g. by temporary barricades, notices and/or fencing.

The Contractor shall direct, control, facilitate and safeguard all pedestrian traffic during construction of the Works, provide all notices, and arrange for watching and lighting in accordance with the requirements of the relevant authorities.

#### **C3.4.4.1.6 Excavations**

Without limiting his responsibility for the safety of his workers in any excavation, the Contractor shall ensure the safety of his workers in trenches and excavations deeper than 1,0 m. in terms of the provisions of the OHS Act. The Contractor may choose to batter excavations to a safe slope if sufficient space is available, or adequately shore the excavations.

#### **C3.4.4.1.7 Health and safety specialist**

The Contractor shall employ a health and safety specialist, with suitable and proven qualifications, either on full-time or part-time basis, for the duration of the Contract.

This specialist shall assist with the preparation of the health and safety plan required in terms of the Specification Data, shall provide on-going training for all construction staff (at least 1 hour per week whilst work on site is in progress, in the form of weekly tool-box talks), and shall assist with the upkeep of the Health and Safety Plan and associated regular inspections etc.

#### **C3.4.6.1.8 Monthly health and safety reports**

The health and safety specialist required in terms of the Specification Data, shall submit a report to the Engineer at the monthly site meetings, detailing the state of health and safety on the sites over the last month, new risk assessments added, potential new risks, new precautions taken, and summarising the results of various inspections required in terms of the health and safety plan, etc.

If this report is not submitted at each monthly site meeting, the Engineer shall impose a fine of R 1 000.00 on the Contractor, in each instance.

### **C3.5 HEALTH AND SAFETY**

#### **C3.5.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

##### **(a) Construction Regulations, 2014**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

### **C3.5.2 PROTECTION OF THE PUBLIC**

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

### **C3.5.3 BARRICADES AND LIGHTING**

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

### **C3.5.4 TRAFFIC CONTROL ON ROADS**

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

### **C3.5.5 MEASURES AGAINST DISEASE AND EPIDEMICS**

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

### **C3.5.6 AIDS AWARENESS**

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

## **C3.6 CONSTRUCTION**

### **C3.6.1 Existing services**

#### **C3.6.1.1 Damage to services**

The Contractor is required to carry out all of his construction activities with due caution in order to prevent damage to existing services and infrastructure. The Contractor shall repair or arrange to repair any damage to known existing services at his own cost.

The Contractor shall repair or arrange to repair any damage to known existing services at his own cost.

#### **C3.6.1.2 Reinstatement of services and structures damaged during construction**

The Contractor shall immediately inform the Engineer of any damage to existing services or structures. The Contractor shall take immediate steps to reinstate any damaged services.

### **C3.6.2 Disposal sites**

The Contractor shall locate suitable sites, off site for the disposal of cleared vegetation, rubble, unsuitable material, excavation or surplus material. The Contractor shall obtain the Engineer's approval for the site he proposes to use.

Surplus excavation, other than described above, will be spread on site at locations indicated by the Engineer.

### **C3.6.3 Alterations, additions, extensions and modifications to existing works**

The Contractor shall satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works (including modifications). If the Contractor finds any discrepancy, he shall immediately notify the Engineer in writing of the discrepancy before proceeding with any construction which may be affected by the discrepancy.

Should the Contractor detect any defect(s) in existing structures or works which are likely to affect the integrity or quality of work executed by himself, he shall immediately notify the Engineer in writing. The Engineer will inspect the defect(s) and, if necessary, issue an instruction regarding how the defect(s) are to be repaired. The

Contractor shall then execute those repairs to existing structures or works which are prescribed by the Engineer.

#### **C3.6.4 FEATURES REQUIRING SPECIAL ATTENTION**

##### **C3.6.4.1 Aids awareness**

The Contractor is to have sufficient signage regarding HIV/AIDS, notifying the workers of the dangers, and where to obtain the counselling etc.

##### **C3.6.4.2 Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

##### **C3.6.4.3 Testing and quality control**

###### **C3.6.4.3.1 Contractor to engage services of an independent laboratory**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean a laboratory certified by the South African National Accreditation Systems (SANAS) or approved by the engineer in writing which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

###### **C3.6.4.3.2 Additional testing required by the Engineer**

In addition to the provisions of subclause C3.6.4.3.1: Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.6.4.3.1, at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

###### **C3.6.4.3.3 Costs of testing**

###### **(a) Tests in terms of subclause C3.6.4.3.1**

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.6.3.1 above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.6.4.3.1

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

- (b) Additional tests required by the Engineer  
The costs of any additional tests required by the Engineer in terms of subclause C3.6.4.3.1: Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

#### **C3.6.4.4 Contractor supplied equipment**

The Contractor shall when required to supply any testing, measuring and/or survey equipment for the Engineer's use provide calibration certificates or verification certificates (as appropriate) for all equipment. This shall apply for both shared equipment as well as for equipment specified to be provided for the Engineer's use on site.

Calibration or verification, by certified authorities shall be subject to the Engineer's approval:

- prior to the delivery of any equipment to the Engineer and
- thereafter at intervals as prescribed for the relevant equipment but not less than every twelve (12) months

The calibration/verification certificate for each item of equipment shall be submitted to the Engineer for approval prior to its use or within seven (7) days of subsequent re-calibration/verification.

Unless otherwise provided for in the bill of quantities the cost of providing the above specified equipment.

Failure to submit certificates shall result in payment for the equipment being withheld.

#### **C3.6.4.5 Subcontractors**

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

#### **C3.6.4.6 Opening up and closing down of designated borrow pits**

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SANS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of subclause 5.2.2.2 of SANS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

#### **C3.6.4.7 Monthly statements and payment certificates**

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor



the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Clause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

#### **C3.6.4.8 Workmanship and quality control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

# ELECTRICAL MV & LV CONCEPT DESIGN REPORT FOR LEKWA MUNICIPALITY

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## List of Acronyms and Abbreviations

Ac	Alternating Current
ABC	Aerial Bundle Conductor
ACSR	Aluminium Conductor Steel Reinforced
ADMD	After Diversity Maximum Demand
BTU	Battery Tripping Unit
CBD	Central Business District
CT	Current Transformer
kV	Kilo Volt
kA	Kilo Amps
kVA	Kilo Volt Ampere
kWh	Kilo Watt Hour
LV	low Voltage
MCB	Main Circuit Breaker
MCCB	Moulded Case Circuit Breaker
MD	Maximum Demand
MV	Medium Voltage
NMD	Notified Maximum Demand
OHL	Overhead Line
OHSA	Occupational Health and Safety Act
POS	Point of Supply
Pu	Per Unit
SF6	Sulphur Hexafluoride
TRFR	Transformer
Tx	Transformer

## ANNEXURES

Annexure A – Eskom D-DT drawings

Annexure B – EBM ABC Distribution and Transmission Products

Annexure C – BEKA Street Lighting Catalogue and specifications

## **1. Introduction**

Lekwa Municipality is in the Mpumalanga province of South Africa, located close to the provincial boundaries of both kwaZulu-Natal and Free State, and is situated some 1,730 metres above sea level

This design report covers the design for the electrical reticulation of the. It must be noted that the design report covers the MV, LV reticulation and house connections. The MV and LV design and construction shall conform to the Occupational Health and Safety Act, SANS 10142 part 1 and part 2. The contractor is to make sure that the health and safety plan is in place and abides by all stipulations noted in the general conditions of contract.

The scope of work for this electrical installation is as follows:

- Construct the MV network as per the electrical engineer's design drawing
- Construct the LV network as per the electrical engineer's design drawing

The above scope of works should be completed within the project timelines according to the latest Eskom standards and specifications, and must be compliant in terms of the Occupational Health and Safety Act. The electrical engineer will ensure that the contractor has a comprehensive understanding of the standards and specifications and application thereof. The engineer will ensure that the appointed contractor is aware of all the requirements to complete the installation, this will be done by means of a briefing meeting with the contractor before any construction work commences.

The reticulation will consist of pole mounted Transformers. Each transformer will in turn supply the low voltage 5-core ABC conductor that will supply the erven via service connections. All the above-mentioned equipment and design will conform to Eskom standards, requirements and specifications.

## **2. Medium voltage reticulation**

### **2.1. MV installation scenario**

The internal MV reticulation for the development will consist of transformers interconnected by means of 11kV overhead lines. The MV infrastructure must be installed on the road reserve, 500mm from the erf boundary.

The first MV tie-in points will be from the existing Eskom 11kV overhead lines. From these tie-in points, the MV lines will reticulate via 11m wooden poles.

### **2.2. MV Overhead Conductors**

Medium Voltage overhead conductors for the 11kV reticulation will be the Fox conductor as per Eskom standards and specifications. All conductors are to be tensioned according to the Eskom RSAT sag and tension tables, and have the following specification:

11kV Squirrel Conductor

- Current rating of 190A
- Aluminium Conductor Steel Reinforced (ACSR)

### **2.3. MV Underground Cables (If Required)**

The cable specified to supply the mini-substation will have the following specification:

11kV 70mm<sup>2</sup> PILC Cu Cable

- Current rating of 200A (in the ground)
- Paper Insulated Lead Copper cable (PILC)
- Table 19 from the Aberdare Paper Insulated Cables Brochure (2008)

The correct overhead to underground (Fox conductor to 11kV 120mm<sup>2</sup> PILC Cu Cable) cable termination assembly must be used. All cables are to be pressure tested according to SANS requirements and standards.

### **2.4. Cable Trenches and Laying of Cables**

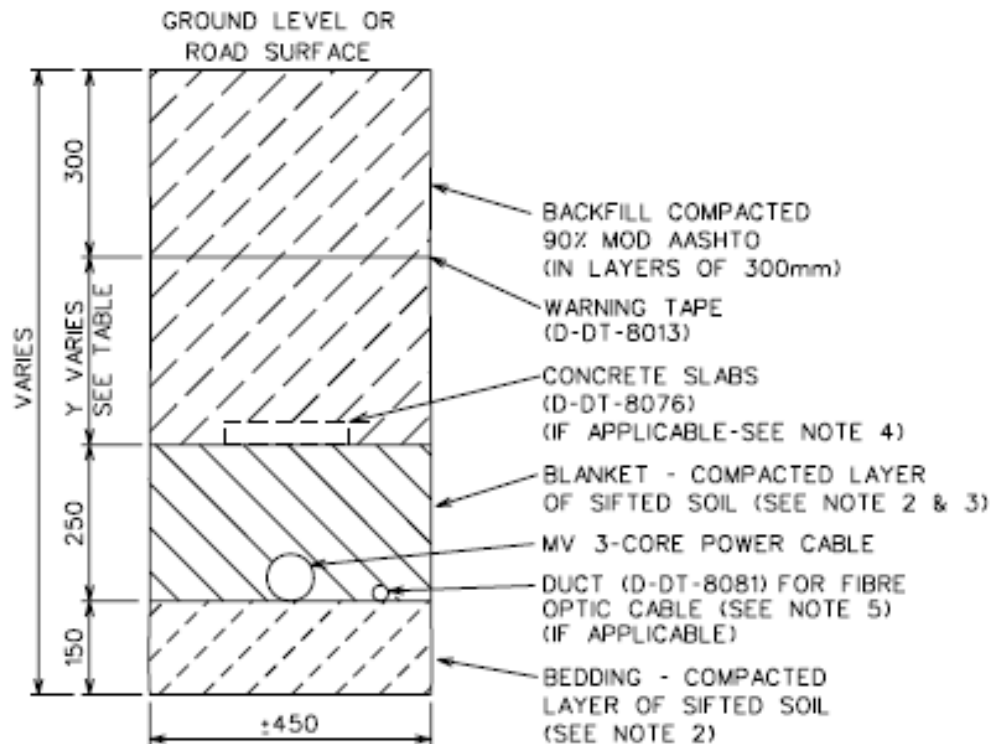
All cables are to be laid in accordance with SABS 0198 (contractors must be in possession of all parts) and Eskom D-DT-0854

Additional information of importance:

- Where more than one cables installed in the same trench, a minimum of 300mm spacing between cables should be maintained.
- When trenching in rocky ground, a minimum of 150mm must be maintained between the cable and the trench wall.
- Cables must not be over bent.
- Outer sheaths of cables must not be damaged or scratched.
- Cable kinks and twists must be prevented.
- Cables crossing roads or railways must be installed in pipe ducts.
- See sheet 7 for cables running parallel or crossing other services.

- Prior to cable pulling, pipe ducts must be fitted with bell-mouths at both ends to prevent damage to the cable and a suitable lubricant shall be applied to the inside of the pipe.
- Prior to cable pulling, the cable must be inspected for damage and both ends checked to verify that the cable ends were suitably capped. Damaged or uncapped cables must not be installed.
- Prior to cable pulling, the cable inner end must be cut free from the cable drum flange.
- The cable outer end must be fitted with a cable pulling sock.
- A swivel (with bearing) must be used between the pulling rope and the cable pulling sock.
- When nose pulling the cable, the pulling tension must not exceed the manufacturers recommendations.
- Cables should be pulled by either hand or winch.
- When using a winch, it must be fitted with a reliable and accurate dynamometer whether the cable is nose pulled or bond pulled and it must be monitored throughout the pull.
- Cable rollers must be carefully positioned in the trench in the line that the cable is to follow. A spacing of not more than 2m apart should be used, depending on the sag. Where appropriate, corner rollers or skid plates must be used.
- Laid cable that is not jointed or terminated immediately must be sealed with cable end caps.
- End caps must be inspected for damage prior to and after cable laying. Damaged end caps must be removed and replaced.
- Cable outer sheaths damaged during installation must be repaired immediately using a cable repair sleeve.
- Cables must be transported according to SANS 10198-6.

The typical trench for MV power cable configuration will be:



1. When trenching in soil free of stones, rocks etc, cable may be laid directly without bedding. Backfill to be increased accordingly.
2. A sieve of 12mm mesh size may be used to sift soil.

3. Blanket soil to be compacted with hand compacting tools only.
4. Where the cable trench runs parallel to and under the road surface, it shall be positioned at least 200mm from the edge of the kerbing/road tarred surface – only in this case shall concrete slabs be installed above the cable (tar cutting machine to be used) - backfill to relevant road agency specification.
5. The duct for the fibre optic cable shall be installed on the side of the trench closest to the property boundary - spacing to be determined by the Project Engineer.

## 2.5. MV Pole Top Structures: Intermediate and Strains

The pole-top structure of the MV line will be the A-frame structure. All MV intermediate structures will be constructed with 180mm pole top diameter wooden poles unless otherwise stated. All strain and terminal structures to be constructed with 200mm top diameter wooden poles unless otherwise stated. All strains and terminals will be stayed, where the MV stay proves to be awkward and challenging, a MV strut is to be installed.

Stay wire for medium voltage structures is to be 7/4mm 1100MPa galvanised steel. Stay guards required for all street front stays. All MV struts is to be installed as per D-DT-0351. For 11m MV pole, a strut length of 12m and top diameter of 180mm is required.

The contractor is to check and ensure that suitable stringing and tensioning is done properly before any structure inspection is conducted. This should be done before the MV line is ready for commissioning.

## 2.6. MV Poles

All MV poles will be 11m eucalyptus (creosote treated) poles. Intermediate poles will have a top diameter of 180mm. Strain, terminal and transformer MV poles will be an 11m MV pole with a top diameter of 200mm. All new poles are to be planted at a depth of 1.8m. All MV poles must a plate fixed to the pole for pole numbering purposes.

## 2.7. MV Insulators

The contractor is to use porcelain post insulators on all intermediate structures. The post insulator will be the 10kN insulator rated at 22kV. All strain structures will consist of silicone long rod insulators rated for 40kN at 22kV.

## 2.8. Anti-Climbing Device

Anti-climbing devices is to be installed on MV pole mounted structures and MV struts to reduce the risk of climbing the structure. Barbed wire will be wrapped around the pole with galvanised staples at every second turn. The bottom of the barbed wire shall not be lower than 3m above ground level.

A danger sign shall be fixed to the pole, 100mm below the bottom of the anti-climbing device. (Apply to LV struts as well).

## 2.9. Foundations

- The excavated holes in normal soil will be backfilled with the same soil with proper compacting done in layers not exceeding 300mm.
- The planting depth for the 11m poles will be 1.8m as per D-DT-0332.
- MV stays to be installed as per D-DT-0350.

## 2.10. Transformers

All Pole mounted transformers must be installed on an appropriate structure, install a 16kVA / 25kVA / 32kVA transformer on a steel platform where indicated on the MV design drawings (between two 11m poles). The transformer shall be installed on an H-pole configuration complete with 30A fuse links (per phase) for protection of the transformers. All transformers are 16kVA / 25kVA / 32kVA in size and must be manufactured to the inland specification.

All MV jumpers from the MV line to the transformers must be the same cable size and type of the MV line. For pole-mounted distribution transformers connected to bare overhead or an MV aerial bundle conductor, the surge arrestors should be fitted and connected as close to the MV transformer bushings as possible.

All LV cabling and conductors will be specified for the estimated final ADMD value of 2.4kVA. However, transformer sizes will be specified according to the estimated 7-year ADMD of 1.5kVA. The municipality should monitor the demand of the consumers from the initial period and if the demand causes overloading of the transformer, the municipality should upgrade the transformer according to the estimated final ADMD value of 2.4kVA.

## 2.11. MV Sectionalises and Links

There will be possible open points on the MV network. These open points will consist of on-load solid links and a cross-arm bracket. The solid links will come in a set of three (one for each phase).

## 2.12. Mini-Substations

Mini-substations will not be part of this project.



### 3. Low Voltage Reticulation

The NRS 034 standard was used to model the LV reticulation network using ReticMaster. The NRS 034 covers the planning and design of economical residential electricity distribution networks that are capable of compliance with the probable demands with safety and reliability, whilst maintaining the voltage within the prescribed limits. It is a general guide to good technical and economical overhead and underground networks. The classification of domestic consumers of Soul City was applied to NRS 034 and the following ADMD load parameters applies:

Classification of Soul City domestic consumers				
Consumer Class	Income Range (p/m)	Initial ADMD	7-year ADMD	15-year ADMD
Township Area	R2000 - R2500	0.8kVA	1.7kVA	2.4kVA

#### 3.1. Design Parameters

The design load flow analyses of the LV reticulation were done on Reticmaster software and the following design criteria was used:

- An Initial ADMD of 0.8kVA, 7-year ADMD of 1.7kVA and 15-year (final) of 2.4kVA was used.
- The calculation method used is Empirical.
- Diversity used was AMEU.
- $I_{max} = 60A$ .

#### 3.2. LV Distribution Conductors

The load flow study of the low voltage network was done using Retic-Master (RM). The rate voltage of the LV conductors will be 600/1000V.

From the RM load flow analyses, the following low voltage Aerial Bundled Conductors and Airdac sizes will be used:

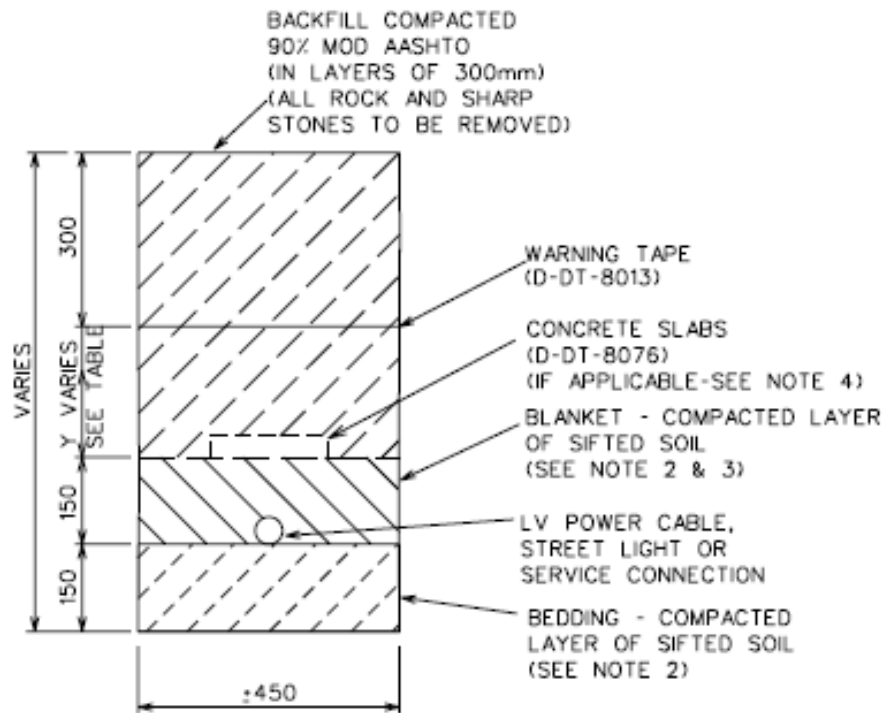
- 35mm<sup>2</sup> 5-core ABC, current rating of 105A
- 70mm<sup>2</sup> 5-core ABC, current rating of 228A
- 95mm<sup>2</sup> 5-core ABC, Current rating of 277A
- 25mm<sup>2</sup> 4-core Cu PVC Armoured cable, Current rating of 119A
- 95mm<sup>2</sup> 4-core Cu PVC Armoured cable, Current rating of 251A
- 120mm<sup>2</sup> 4-core Cu PVC Armoured cable, Current rating of 285A
- 16mm<sup>2</sup> Airdac SNE with pilot cores, Current rating of 70A

The LV cables used will conform to the Eskom specification – DST 34-1176. All cables to be laid opposite side of road to water and Telkom. If on same side, cables to be 1000mm from water and 600mm from Telkom. The LV design topology is street front.

All LV feeders will be specified according the final ADMD as per the NRS recommendation.

### 3.3. Laying of LV Cables

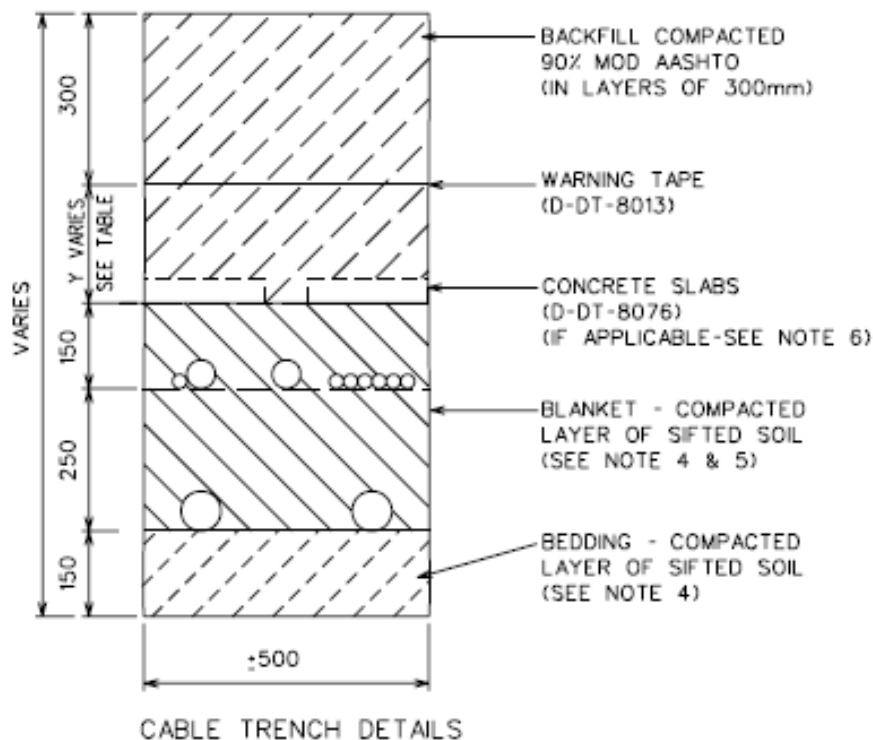
The typical trench for LV power cable, street light or service connection configuration will be:



1. When trenching in soil free of stones, rocks etc, cable may be laid directly into 600mm deep trench.
2. A sieve of 12mm mesh size may be used to sift soil.
3. Blanket soil to be compacted with hand compacting tools only.
4. Where the cable trench runs parallel to and under the road surface, it shall be positioned at least 200mm from the edge of the kerbing/road tarred surface – only in this case shall concrete slabs be installed above the cable (tar cutting machine to be used) - backfill to relevant road agency specification.

Note: The centre line of cable trenches within the development to be 1m from the erf line, unless otherwise indicated.

The typical trench for MV & LV power cable configuration will be:



1. When trenching in soil free of stones, rocks etc, cable may be laid directly without bedding. Backfill to be increased accordingly.
2. A minimum spacing of 300mm between MV cables to be maintained where possible.
3. When trenching in rocky ground, a minimum of 150mm to be kept between cable and trench wall.
4. A sieve of 12mm mesh size may be used to sift soil.
5. Blanket soil to be compacted with hand compacting tools only.
6. Where the cable trench runs parallel to and under the road surface, it shall be positioned at least 200mm from the edge of the kerbing/road tarred surface – only in this case shall concrete slabs be installed above the cable (tar cutting machine to be used) - backfill to relevant road agency specification.

### 3.4. LV Protection

LV is supplied from the 16kVA / 25kVA / 32kVA transformers, all protection equipment will be housed inside the transformers.

### 3.5. LV Poles

The LV poles will be 9m eucalyptus (creosote treated) wooden poles. The LV poles will have a top diameter of 160mm for intermediate and strain pole top assemblies. The new LV poles are to be planted at a depth of 1.5m.

Where service connections are too long and creates sagging levels that violates acceptable clearance heights, then 7m LV service poles with pole top diameter of 140mm are to be used.

### 3.6. LV Pole Top Structures

The following ABC LV pole top structures will fall part of the scope of work:

- Suspension assembly 0° - 30°
- Strain assembly 0° - 60°
- Terminal assembly
- T-off from intermediate
- T-off from Strain
- Cross intermediate

See annexure B for the LV pole top assemblies.

### 3.7. LV Anchors

The conventional LV stay will be used complete with the correct stay rod, stay plate and stay guard. The porcelain insulator must be used and the minimum dimension from bottom of the insulator to ground to be 4m where there is no equipment on the pole. The stay is to be positioned as close to a cross-arm or equipment as possible. Stay wire to be used is the 3/3.5mm 1100MPa galvanised steel stay wire.

All LV struts is to be installed as per D-DT-0351. For 9m LV pole, a strut length of 9m and top diameter of 160mm is required.

### 3.8. Consumer Service Connections

The service connections to the individual erven will be 16mm<sup>2</sup> Airdac SNE with pilot cores for split metering. All service cables will reticulate from the 9m pole and enter the house once fixed onto the house service wall bracket. The contractor is to ensure that all service cables contain drip loops before they enter the house.

### 3.9. LV Metering

At present the specification of the split meter to each stand is to be confirmed. The contractor is to liaise with the Municipality technical department and obtain the correct split meter specification and price accordingly.

### 3.10. LV Pole Top Box

All LV pole top boxes will be the 4-way pole top box suitable for split metering. The recommended dimensions of the pole top box are shown below.

Width: 340mm

Height: 450mm

Depth: 125mm

- Distribution kiosks must be fitted with 60A 1-phase LV MCB's having a "C" tripping curve.

- The number of MCB's and split meters fitted will depend upon the number of consumers being fed from the pole top box.
- The meter kiosk must be positioned at least 100mm from the top of the LV pole

### 3.11. Street Lighting

Street lighting will not be part of this project.

### 3.12. Earthing

The earthing typology to be applied is the TN-C-S system. The typical TN-C-S system is where the supply is TN-C and the arrangement in the consumer's electrical installation is TN-C-S. All exposed conductive parts of a consumer's installation are connected to the neutral conductor via the supply earth terminal. The neutral and earth must be separated at the consumer's installation.

All transformers must be earthed at the star point of the transformer. Insulated 5.19mm copper clad steel conductor must be used as earth conductor. The installation of the earth cable from the transformer must be stripped back to enable a connection to the line tap.

The transformer tank and associated metalwork shall be connected to the MV surge arrestor by means of a cable with appropriate cross-sectional areas to withstand fault currents. The MV earthing and LV neutral system earthing may be combined provided that MV impedance does not exceed  $3\Omega$ .

A 1.5m earth rod must be planted into the ground for the earthing system.

See Eskom drawing D-DT-0642.

## 4. Safety

- The electrical contractor is to have a health and safety plan in place and conform to the OHSA rules and regulations
- Contractor to take precautionary measures when working in close proximity to other overhead lines.
- Contractor to be fully aware of operating heights under overhead lines
- The electrical contractor is to abide by the following life-saving rules:
- Open, isolate, test earth, bond, insulate before touch
- Hook up at heights with an appropriate safety harness.
- Be of sober habits at all times
- Ensure all work permits are in place

## SECTION 4

### 4.1 MBD4: DECLARATION OF INTEREST

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

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 so, furnish particulars.....

\* 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.

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

\_\_\_\_\_

- 3.9.1 If so, 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 so, furnish the following particulars:.....
- 3.11 Are you, aware of any relationship (family, friend, other) between a 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 so, furnish particulars.....
- 3.12 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES/NO
- 3.12.1 If so, furnish particulars.....
- 3.13 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES /NO
- 3.13.1 If so, furnish particulars.....
- 3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? YES / NO
- 3.14.1 If yes, furnish particulars:.....

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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



1. DEFINITIONS

- 1.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.4 “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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 1.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 1.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 1.7 “consortium or joint venture” 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;
- 1.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;
- 1.9 “EME” means any enterprise with an annual total revenue of R5 million or less .
- 1.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 1.12 “non-firm prices” means all prices other than “firm” prices;
- 1.13 “person” includes a juristic person;
- 1.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

- 1.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the as *Government Gazette*
- 1.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

## 2. ADJUDICATION USING A POINT SYSTEM

- 2.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 2.3 Points scored must be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 2.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

## 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:

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 \\
 P_s \left[ 80 \frac{P_t - P_{\min}}{P_{\min}} \right] & \text{or} & P_s \left[ 90 \frac{P_t - P_{\min}}{P_{\min}} \right]
 \end{array}$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{min}$  = Comparative price of lowest acceptable bid

4. Points awarded for B-BBEE Status Level of Contribution

- 4.1 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:

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.

- 4.8 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.

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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 6.1 B-BBEE Status Level of Contribution ..... = ..... (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? ..... %  
(ii) the name of the sub-contractor? .....  
(iii) the B-BBEE status level of the sub-contractor? .....  
(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm : .....

- 9.2 VAT registration number : .....

- 9.3 Company registration number : .....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture /Consortium One person business/sole propriety Close corporation Company (Pty) Limited  
[cancel one which is not applicable]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated .....  
Registered Account Number .....  
Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....

9.9 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;

- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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. ....

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

2. ....

DATE:.....

ADDRESS:.....

.....

.....

.....

4.3. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs..... acting in his/her capacity

as ..... of the business trading as ..... to sign all

documentation in connection with Tender .....

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: bidders must attach a copy of their Authorized Signatory letter on the company letter head indicating the resolution date taken to appoint the signatory person.



#### 4.4. MBD Forms

##### 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 (MBD9) must be completed and submitted with the bid:

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not

affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

<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.

## DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s); on part 2
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
2. I confirm that I am duly authorized to sign this document.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

### WITNESS

1 .....

2 .....

DATE:

CONTRACT FORM: PART 1 (TO BE FILLED IN BY THE BIDDER)

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

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
  - Invitation to bid;
  - Tax clearance certificate;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

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

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESS

1 .....

3 .....

DATE:

CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

WITNESS

1 .....

2 .....

DATE

## **PROCUREMENT**

The preferential procurement will be in accordance with the ***Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000)*** and the ***Preferential Procurement Regulations 2017***.

Preference points will be awarded for the targeting of local resources in accordance with the resource specification for the Implementation of Targeted Construction Procurement ***SOUTH AFRICA NATIONAL STANDARDS (SANS)***

### **Resource standard pertaining to targeted procurement**

**1914-4: 2002:** Participation of Targeted Enterprises and Targeted Labour, issued by the South African Bureau of Standards.

Tender evaluation points for preferences is scored in relation to the extent to which the tenderer commits himself/herself to the employment of targeted labour or engaging targeted enterprises in the execution of the contract as reflected in the tendered Contract Participation Goal.



## MBD9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)  
in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)  
do hereby make the following statements that I certify to be true and complete in every respect:  
I certify, on behalf  
of: \_\_\_\_\_ that: (Name of Bidder)

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

## MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

#### **MBD 9**

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

.....

..... Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## 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) on the date of advertisement of the bid as indicated in paragraph 3.1 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.**

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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?  
(*Tick applicable box*)

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

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):

<b>Currency</b>	<b>Rates of exchange</b>
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.

**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.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.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 3.1 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	

**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 3.1 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:** \_\_\_\_\_

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

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

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

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

**DECLARATION (MUST BE COMPLETED and STAMPED)**

I/WE, THE UNDERSIGNED WHO WARRANTS THAT I/WE ARE DULY AUTHORISED TO DO SO ON BEHALF OF THE ENTERPRISE, CERTIFIES THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT INCLUDING THE RELEVANT ATTACHEMENT IS CORRECT AND ACCURATE AND ACKNOWLEDGE THAT:

1. The enterprise will be required to furnish documentary proof requested to do so.
2. If the information supplied is found to be incorrect, then Lekwa Local Municipality may in addition to any remedies it may have
  - a) Disqualify the supplier/service provider for a particular quotation/bid/contract/project it may be considered for, or which had been awarded to the supplier/service ;
  - b) Recover from the service provider /supplier all costs, losses or damages incurred by Lekwa Municipality as a result of the breach of contract;
  - c) De-register the supplier from the accredited suppliers database;
  - d) Take any other action as may be deemed necessary.

Full Names: \_\_\_\_\_

ID Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Duly authorised on behalf of: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone no: \_\_\_\_\_

Signed and affirmed before me at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ year \_\_\_\_\_ by the  
dependent who has acknowledged that he/she knows and understands, the contents of this document,  
and he/she has acknowledged that he/she regards the affirmation to be binding on his/her conscience.

\_\_\_\_\_  
Commissioner of Oaths

\_\_\_\_\_  
Full Name





















\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Business address

***NOTE: The deponent and must initial all pages on the tender documents***

## Drawings



LEGEND	
SYMBOL	DESCRIPTION
	LV POLE WITH STAY AND STRUT
	LV POLE WITH FLYING STAY
	LV POLE WITH SHORT STAY
	MV POLE WITH STAY AND STRUT
	MV POLE WITH FLYING STAY
	MV POLE WITH SHORT STAY
	TRANSFORMER/MINI SUB
 	LV , MV & SHARING POLES
	KICKER POLE (5,7,9m)
	ISOLATOR
	BREAKER
	AUTO RECLOSER
	SECTIONALIZER
	METERING UNIT
	FUSE ISOLATOR
	SURGE ARRESTER
	CABLE JOINT(MV+LV)
 	MV CROWS FEET / EARTH SPIKE
	LV CROWS FEET / EARTH SPIKE
	HIGH MAST
35-??n	ABC CONDUCTOR 35 & 70
70-??n	? - 1 PHASE = R, W, B ?? - 2 PHASE = RW, RB, WB 35 & 70 ONLY = 3 PHASE
X-??n	MV & LV BARE CONDUCTOR F = FOX, G = GOPHER, H = HARE, M = MINK, S = SQUIRREL, W = WOLF, R = RABIT, O = OAK
X-??n	PHASES SEE ABC CONDUCTOR MV = RED, LV = GREEN
	SERVICE CONNECTIONS 4/10/16mm
	SERV. CONN. U/G 4/10/16mm
	POLE BOX PHASE CONNECTION
	STREET LIGHT
	STREET LIGHT CABLE
	TELKOM LINE
	TELKOM POLE
	SLACK SPAN

This drawing is copyright and remains the property of Triocon (Pty) Ltd.

[illegible]

A	01/03/2021	TENDER DRAWING
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No.	DATE	REVISIONS
-----	------	-----------



**MELOKUHLE MANAGEMENT**  
3 BRILL STREET WESTDENE, 9301  
Email: [mmelokuhle@gmail.com](mailto:mmelokuhle@gmail.com)  
Tel: +27(0)51 430 0641  
Cell: +27(0)76 593 5966

PROJECT

## FARM HOUSES ELECTRIFICATION

— CLIENT

LEKWA  
MUNICIPALITY

DRAWING SERVICE

ELECTRICAL

—DESCRIPTION

KAREE  
FARM HOUSES

—DESIGNED

AM

— CHECKED

MM

DATE \_\_\_\_\_

01/03/2021

DRAWN SCALE

AM

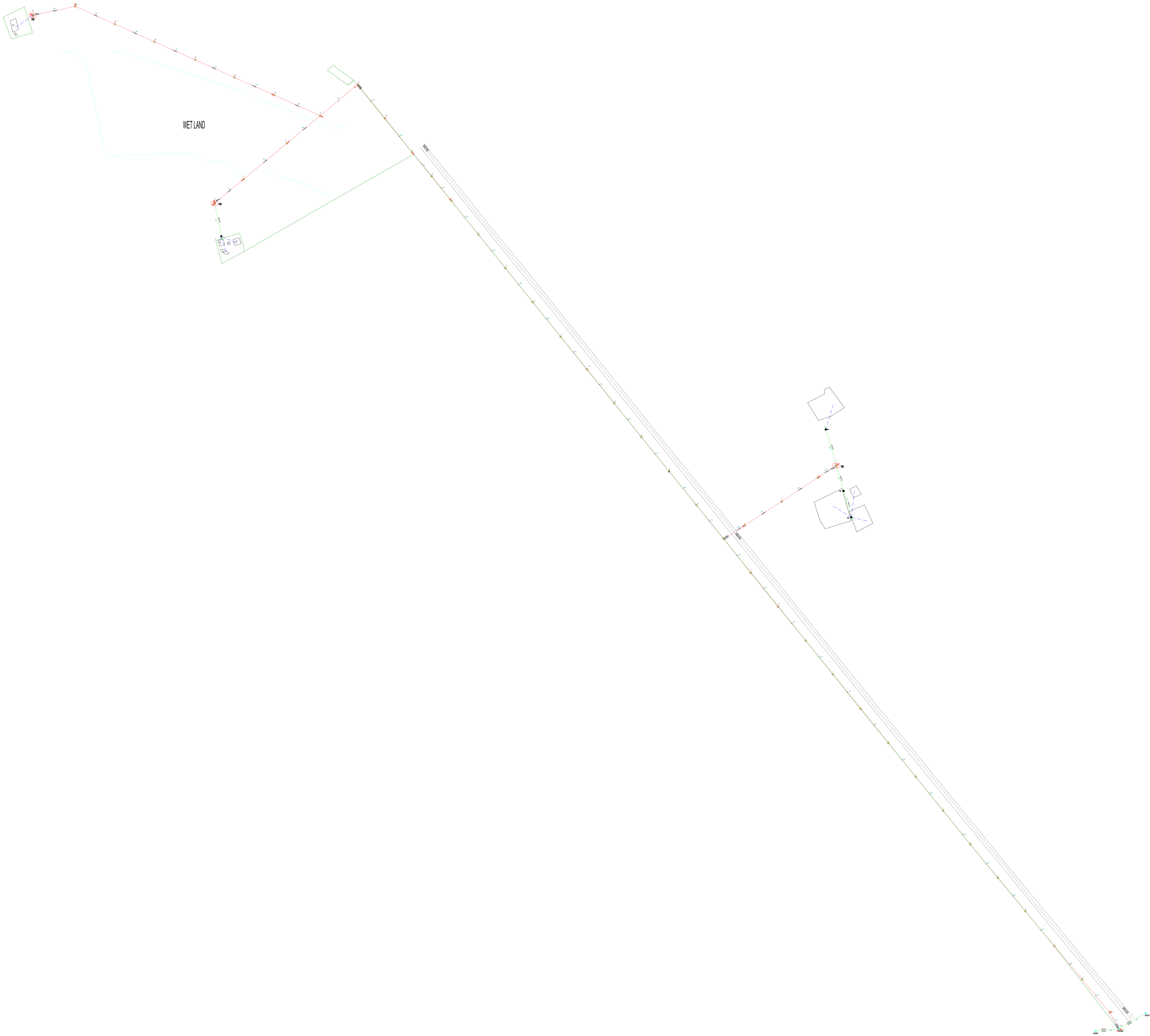
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DRAWING No.

LEK-RFE-E0004

REV No.

A



LEGEND	
SYMBOL	DESCRIPTION
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	LV POLE WITH FLYING STAY
	LV POLE WITH SHORT STAY
	MV POLE WITH STAY AND STRUT
	MV POLE WITH FLYING STAY
	MV POLE WITH SHORT STAY
	TRANSFORMER/MINI SUB
	LV , MV & SHARING POLES
	KICKER POLE (5,7,9m)
	ISOLATOR
	BREAKER
	AUTO RECLOSER
	SECTIONALIZER
	METERING UNIT
	FUSE ISOLATOR
	SURGE ARRESTER
	CABLE JOINT(MV+LV)
	MV CROWS FEET / EARTH SPIKE
	LV CROWS FEET / EARTH SPIKE
	HIGH MAST
	ABC CONDUCTOR 35 & 70
	? - 1 PHASE = R, W, B
	?? - 2 PHASE = RW, RB, WB
	35 & 70 ONLY = 3 PHASE
	MV & LV BARE CONDUCTOR
	F = FOX, G = GOPHER, H = HARE, M = MINK, S = SQUIRREL, W = WOLF, R = RABBIT, O = OAK
	PHASES SEE ABC CONDUCTOR
	MV = RED, LV = GREEN
	SERVICE CONNECTIONS 4/10/16mm
	SERV. CONNec. U/G 4/10/16mm
	POLE BOX PHASE CONNECTION
	STREET LIGHT
	STREET LIGHT CABLE
	TELKOM LINE
	TELKOM POLE
	SLACK SPAN

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A	01/03/2021	TENDER DRAWING
No.	DATE	REVISIONS



MELOKUHLE MANAGEMENT  
3 BRILL STREET WESTDENE, 9301  
Email: mmelokuhle@gmail.com  
Tel: +27(0)51 430 0641  
Cell: +27(0)76 593 5966

PROJECT

**FARM HOUSES  
ELECTRIFICATION**

CLIENT

**LEKWA  
MUNICIPALITY**

DRAWING SERVICE

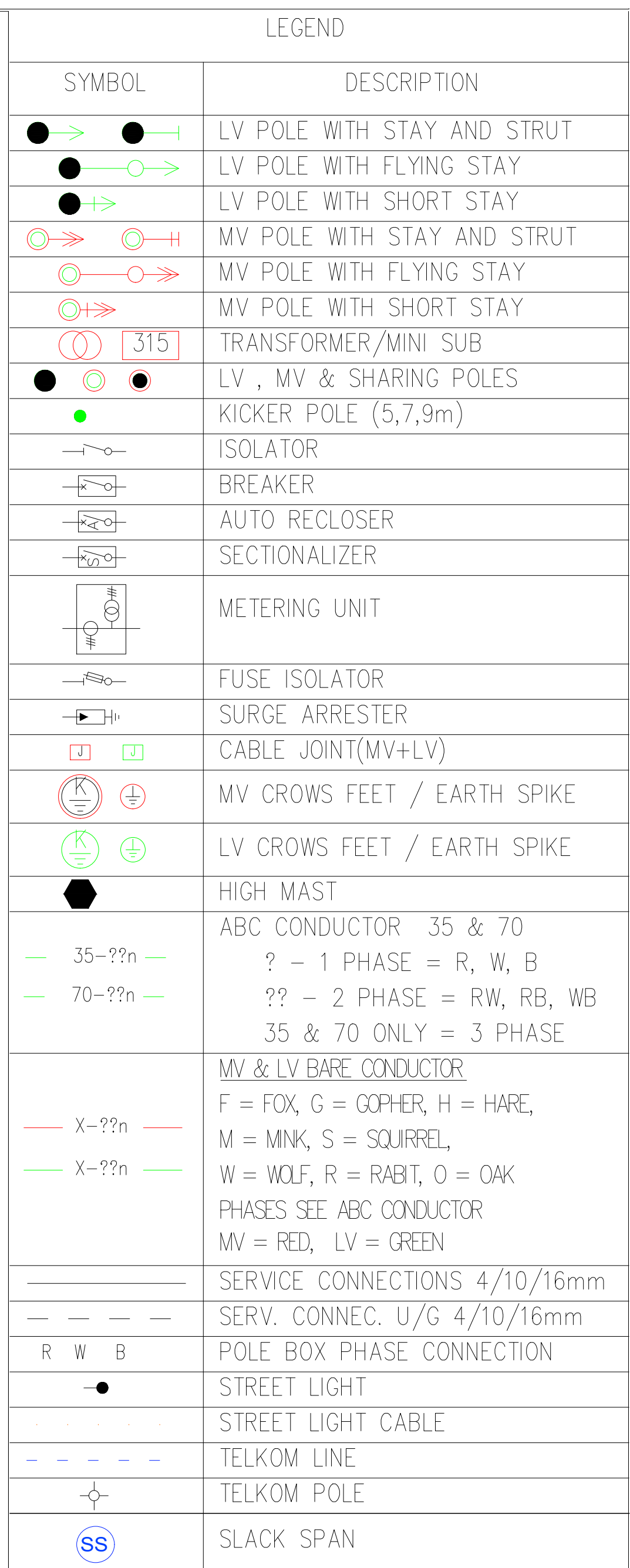
**ELECTRICAL**

DESCRIPTION

**KAREEBOSCH  
FARM HOUSES**

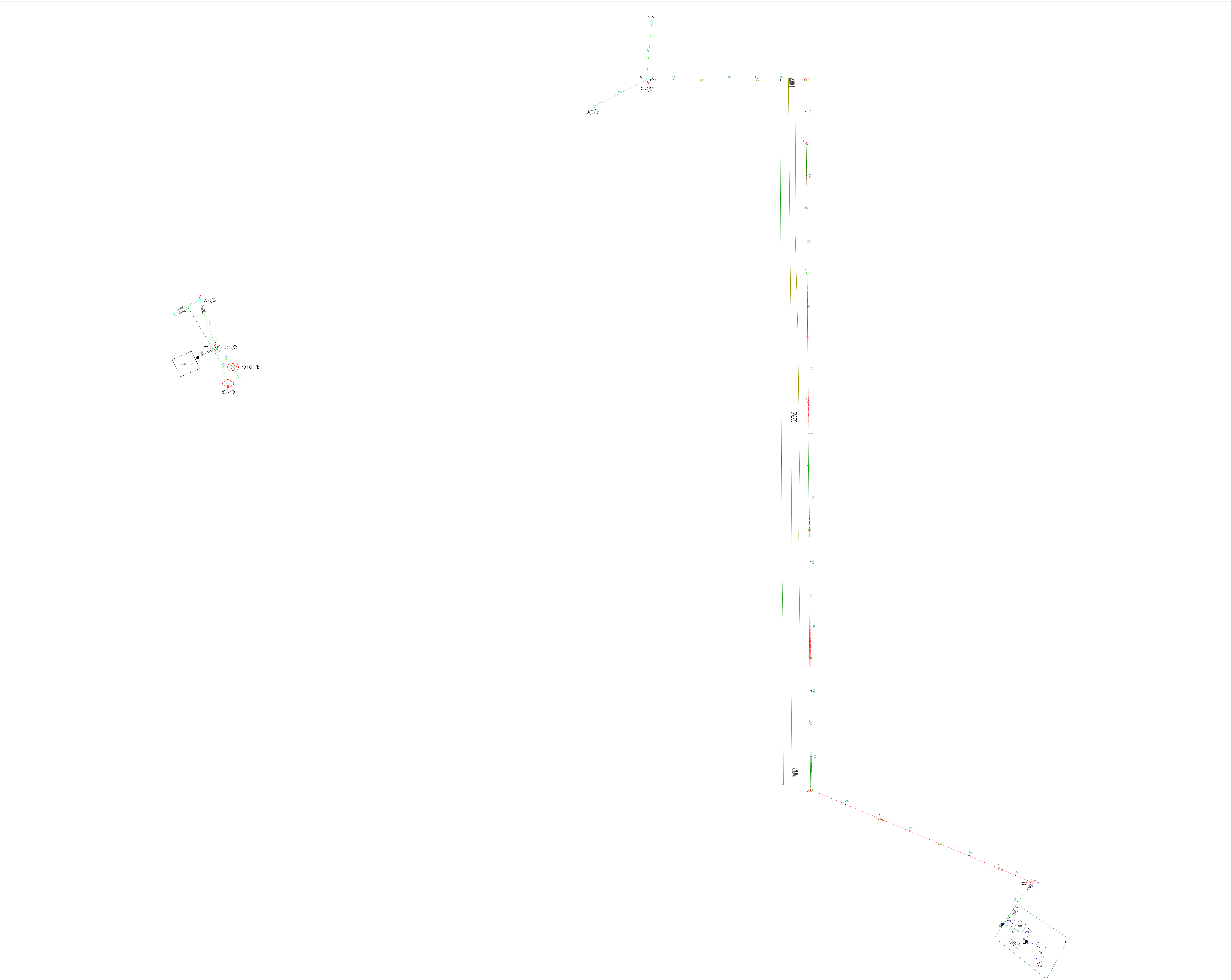
DESIGNED	DATE
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CHECKED	DRAWN
MM	AM
	SCALE
	1:2500

DRAWING No.	REV No.
LEK-RFE-E0002	A

[illegible]

A





LEGEND	
SYMBOL	DESCRIPTION
	LV POLE WITH STAY AND STRUT
	LV POLE WITH FLYING STAY
	LV POLE WITH SHORT STAY
	MV POLE WITH STAY AND STRUT
	MV POLE WITH FLYING STAY
	MV POLE WITH SHORT STAY
	TRANSFORMER/MINI SUB
	LV , MV & SHARING POLES
	KICKER POLE (5,7,9m)
	ISOLATOR
	BREAKER
	AUTO RECLOSER
	SECTIONALIZER
	METERING UNIT
	FUSE ISOLATOR
	SURGE ARRESTER
	CABLE JOINT(MV+LV)
	MV CROWS FEET / EARTH SPIKE
	LV CROWS FEET / EARTH SPIKE
	HIGH MAST
	ABC CONDUCTOR 35 & 70
	? - 1 PHASE = R, W, B
	?? - 2 PHASE = RW, RB, WB
	35 & 70 ONLY = 3 PHASE
	MV & LV BARE CONDUCTOR
	F = FOX, G = GOPHER, H = HARE, M = MINK, S = SQUIRREL, W = WOLF, R = RABBIT, O = OAK
	PHASES SEE ABC CONDUCTOR
	MV = RED, LV = GREEN
	SERVICE CONNECTIONS 4/10/16mm
	SERV. CONNec. U/G 4/10/16mm
	POLE BOX PHASE CONNECTION
	STREET LIGHT
	STREET LIGHT CABLE
	TELKOM LINE
	TELKOM POLE
	SLACK SPAN

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A	01/03/2021	TENDER DRAWING
No.	DATE	REVISIONS



MELOKUHLE MANAGEMENT  
3 BRILL STREET WESTDENE, 9301  
Email: mmelokuhle@gmail.com  
Tel: +27(0)51 430 0541  
Cell: +27(0)76 593 5966

PROJECT

**FARM HOUSES  
ELECTRIFICATION**

CLIENT

**LEKWA  
MUNICIPALITY**

DRAWING SERVICE

**ELECTRICAL**

DESCRIPTION

**VLAAGLAGTE AND RETKIE  
FARM HOUSES**

DESIGNED	DATE
AM	01/03/2021
CHECKED	DRAWN
MM	AM
	1:1500

DRAWING No.	REV No.
LEK-RFE-E0003	A