



**MNQUMA LOCAL MUNICIPALITY**

**TENDER DOCUMENT**

**APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF 221 HOUSEHOLDS AND  
10KM LINK LINE UPGRADE.**

**BID NUMBER: MNQ/SCM/18/25-26**

**(GCC 2015)**

**VOLUME 1**

**A Tender for Category 6EP or Higher CIDB Registered Contractors**

<b>ISSUED &amp; PREPARED BY:</b>	
Mnquma Local Municipality Corner King & Mthatha Street Butterworth 4960	
For Technical Contact Details	For SCM Contact Details
Contact Person: Mr A. Nkinti Telephone: 082 883 0097	Contact Person: Ms Y. Vava Telephone: 047 050 1156

Registered Name of Tenderer:			
<b>TRADING NAME OF TENDERER:</b>			
Registration No. of Entity:			
Contact Person:		E-mail Address:	
Telephone No.:			
Mobile No.:		CIDB CRS Number(s) :	
Fax No:			



LOCAL MUNICIPALITY  
**ADVERT FOR NOTICE BOARD**  
**PROJECT DESCRIPTION**

Mnquma Local Municipality hereby invites bids from all prospective accredited and qualifying service providers for

BID NO.	Description	Evaluation Criteria	Compulsory Tender Briefing	Closing Date & Time	CIDB Grading
MNQ/SCM/18/25-26	APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF 221 HOUSEHOLDS AND 10KM LINK LINE UPGRADE	80/20	Date: 29/05/2025 Time: 10:00 Venue: Foyer Mnquma Local Municipality, Corner King and Mthatha Street Butterworth, 4960	Date: 23/06/2025 Time: 12:00	6EP or Higher

**Technical Enquiries:** Mr A Nkinti (MD: Inyusa Consultant) at (082) 883 0097 email: [anele396@gmail.com](mailto:anele396@gmail.com)

**SCM Enquiries:** Ms. Y Vava (Acting Manager: SCM) at (047) 050 1156 / 072 698 6085 email: [yvava@mnquma.gov.za](mailto:yvava@mnquma.gov.za)

**Evaluation Criteria:** The evaluation will be conducted in two (02) stages namely:

**Stage 1: Administrative compliance**

Bidders that do not meet the **Administrative compliance** (Compliance with mandatory and other bid requirements) will not be eligible for further evaluation and will be deemed as non-responsive.

**Stage 2:** Evaluation in terms of the 80/20 preference point systems prescribed in Preferential Procurement Regulations 2022

**Price=80 points,**

**Specific goals =20 points**

The specific goals allocated points in terms of this tender	Specific Goal Points Allocated 20 points	Proof Required to score points
Subcontract 30% to an EME or QSE which is at least 51% owned by black people.	20	Fully completed and signed MBD 6.1 and Full Central Supplier Database Report (CSD) not older than one month.

**NB: No points will be claimed by the bidder if it fails to submit proof required to score points for specific goals**

**REQUIRED DOCUMENTS:**

Potential bidders are urged to submit the following attachments when submitting their proposals, **failure to do so will lead to disqualification.**

**PROOF OF COMPANY EXPERIENCE:**

- Bidder has successfully completed Six (06) similar projects i.e. Integrated National Electrification Program

**Completion certificates with appointment letters in relation to the required services must be attached as a proof.**

**NB: Key staff personnel must be working for the bidding company.**

**CONDITIONS OF ACCEPTANCE:**

- The Municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of

Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

- The bidder has not abused the Employer's Supply Chain Management System; or failed to

- **Site Agent/Project Manager:** Academic Qualification: National diploma: Engineering Electrical, must have a minimum of 10 years' experience in similar projects i.e. Electrification Projects.
- **General foreman:** Academic Qualification: Grade 12 or equivalent qualification, must have a Wireman's License (Registered as an installation electrician) supported by Curriculum Vitae and must have a minimum of 5 years' experience in Electrification Projects
- **Occupational Health and Safety Officer:** Grade 12 or equivalent qualification and Occupational Safety and Health certificate and must have a minimum of 5 years' experience in Electrification Projects.

**Bidders must submit detailed CVs with original certified (not older than 06 months) copies of the required professional qualifications. If the required certified copies of professional qualifications are not attached to the CVs, will lead to disqualification (Copy of a certified copy will not be considered).**

#### **CONSTRUCTION EQUIPMENT AND TOOLS**

- TLB
- Crane Truck
- Bakkie

**Bidding Company must attach certificate of registration for (TLB, Crane Truck and Bakkie) or submit signed Letter of intent to lease with proof of certificate of registration for (TLB, Crane Truck and Bakkie). The signed letter of intent to lease must contain the relevant bid number/project description and construction equipment/ tools leased**

#### **NB: COMPLIANCE WITH THE TENDER SPECIFICATION:**

- Bidders must furnish if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements for the past three years; or since their establishment if established during the past three years. If the bidder is not required by law to prepare audited AFS must submit a public interest score to support that.
- Bidder must fully complete and sign the Annual Financial Statements (AFS) Declaration.
- Fully completed by non-erasable ink and signed Bill of Quantities
- Valid CIDB Grading 6EP or Higher
- Only the original tender document will be accepted.
- Fully Completed Tender Forms i.e. Form of Offer, all returnable MBDs (MBD1-9) –Part of the tender document. Return all returnable documents to the employer after completing them in their entirety by writing legibly in non – erasable ink.
- In the case of partnerships/consortiums/ joint venture agreement, signed agreement must be submitted with the tender document, and

perform on any previous contract and has been given a written notice to this effect.

- No late, incomplete, unsigned faxed, couriered, and emailed tenders will be accepted
- The tender offer submitted shall remain valid, irrevocable and open for written acceptance by the Mngquma Local Municipality for a period of 90 days from the closing date.
- The award of the tender may be subjected to price negotiation with the preferred tenderers.
- The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website [www.mngquma.gov.za](http://www.mngquma.gov.za)

**NB: Preferred bidders will be required to furnish the municipality with:**

- CK/ Company registration, Certified ID Copies not older than six (06) months
- Tax Compliance Status PIN
- Certificate issued by the municipality or any other municipality to which he may be indebted to the effect that he and, in the event of the bidder being a company, also any of its directors, is not indebted to the municipality or any other municipality or municipal entity for rates, taxes and/or municipal service charges which are in arrear for a period more than **three months** and that no dispute exists between such bidder and municipality or municipal entity concerned in respect of any such arrear amounts. Bidders who reside within the Mngquma Local Municipality (MLM) jurisdiction will be verified with MLM Revenue Section.

- All parties/partners to the partnership/ consortium/joint venture agreement must be registered on the Central Supplier Database

**NB: Failure to furnish all the above required documents, bidder will be disqualified.**

**OBTAINING OF TENDER DOCUMENTS:**

Tender documents for this project are downloadable at the municipal website: [www.mnquma.gov.za](http://www.mnquma.gov.za) and on eTender portal: <https://etenders.treasury.gov.za/>

**TENDER SUBMISSION AND OPENING**

Tenders/Proposals must be submitted by hand at Bid Box, Corner King and Mthatha Street, Butterworth. 4960  
Bids may only be submitted on the bid document provided by the municipality.

Tenders should be sealed, endorsed on the envelope with:

**BID NUMBER:** MNQ/SCM/18/25-26

**PROJECT NAME:** APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF 221 HOUSEHOLDS AND 10KM LINK LINE UPGRADE

Back of the envelope with:

**Company Name, address, Contact person and Contact details.**

.....  
**S. Mahlasela**  
**MUNICIPAL MANAGER**

## **General Conditions of Contract**

### **1. Definition**

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 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 markets 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.

### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 4**

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 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 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 labor, 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 ancillaries to the

## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa**

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 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 work.

2.3 Where such special conditions of contract 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 **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 6** extend only as 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 fulfilling 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 the 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.

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

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 analysis, 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 is 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 packaging of the goods as is required to prevent 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

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY:**  
Republic of South Africa 8 weights shall take into consideration, where appropriate, the remoteness of the goods' 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 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 the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this selection 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 those 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 specify and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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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.

## **18. Variation orders**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

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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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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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 an 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 **THE NATIONAL TREASURY: Republic of South Africa** 12

## **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.

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

### **THE NATIONAL TREASURY: Republic of South Africa 13**

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and/ or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

### **30. Applicable law**

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

### **31. Notices**

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

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

### **THE NATIONAL TREASURY: Republic of South Africa 14**

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)

### **36. Award of contracts to tenderer not scoring the highest total points**

**36.1** A tender must be awarded to the tenderer who scored the highest total number of points in terms of the preference point systems (price and Specific Goals points), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the tender to another tenderer.

**36.2.1** An institution may apply objective criteria in terms of section 2(1) (f) of the Act as and when the need arises.

**36.2.2. Objective criteria** may be applied in terms of Section 217 of the Constitution which states that; when an organ of state contracts for goods and services, it must do so in accordance with principles of fairness, equitability, transparency, competitiveness and cost-effectiveness.

**36.2.3** The highest scoring bidder shall not be awarded more than two (2) projects, there shall be a distribution of projects for other bidders to also benefit.

**36.2.4.** Tender defaulters without any valid reason shall not be allowed to continue tendering or doing business with the municipality

### **37. Price negotiation**

**37.1** The tenders may be subjected to fair and objective price negotiations with the three preferred tenderers scoring the highest points (from first highest to third highest) before award is made.

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>			
BID NUMBER:	MNQ/SCM/18/25-26	CLOSING DATE:	23/06/2025
		CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF 221 HOUSEHOLDS AND 10KM LINK LINE UPGRADE		
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS			
<b>MNQUMA LOCAL MUNICIPALITY</b>			
<b>CORNER KING AND MTHATHA STREET</b>			
<b>BUTTERWORTH</b>			
<b>4960</b>			
<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	DEPARTMENT	Director: Inyusa Consultant
CONTACT PERSON	Ms Y Vava	CONTACT PERSON	Mr A Nkinti
TELEPHONE NUMBER	047 050 1156	TELEPHONE NUMBER	082 883 0097
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	<a href="mailto:yvava@mnquma.gov.za">yvava@mnquma.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:anele396@gmail.com">anele396@gmail.com</a>

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

<b>TAX CLEARANCE CERTIFICATE</b>
----------------------------------

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

The tenderer must attach to this page an **original and valid** South African Revenue Services Tax Clearance Certificate in respect of his/her company, close corporation, partnership or enterprise. In the case of a joint venture between two or more firms, the tenderer shall attach the Tax Clearance Certificate for each of the joint venture partner.

## List of returnable documents

### 1 Documentation to demonstrate eligibility to have tenders evaluated

- CIDB certificate
- Certified Original copies of qualifications
- Signed MBD Forms
- Fully completed Form of Offer
- Fully completed BOQs
- Full CSD report and it must not be older than 1/ one month from the date of bid closing

**Note:** Failure to provide these documents will result in the tender not being evaluated

### 2 Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Compulsory Declaration
- Municipal declaration and returnable documents
- Certificate of Authority for Joint Ventures, if applicable
- Annual Financial Statements Declaration
- Evaluation schedule 1:

### 3 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract

The tenderer must complete all returnable documents provided i.e.

MBD Forms

**C1.2 Offer portion of Form of Offer and Acceptance**

**C2.2 Bill of Quantities**

**C2.3 Summary of Bill of Quantities**

## Record of Addenda to tender documents

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

## Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed  Name _____  Tenderer _____  _____	Date  Position _____  _____  _____
---	--

## Compulsory Declaration

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

### Section 1: Enterprise Details

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

### Section 2: Particulars of companies and close corporations

<b>Company / Close Corporation registration number</b>	
--	--

### Section 3: SARS Information

<b>Tax reference number</b>	
<b>VAT registration number:</b>	<i>State Not Registered if not registered for VAT</i>

### Section 4: CIDB registration number

<b>CIDB Registration number (if applicable)</b>	
---	--

### Section 5: National Treasury Central Supplier Database

<b>Supplier number</b>	
<b>Unique registration reference number</b>	

### Section 6: Particulars of principals

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

### Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- |   |  |
|---|--|
| <input type="checkbox"/> a member of any municipal council<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
|---|--|

- a member of the board of directors of any municipal entity
- a member of an accounting authority of any national or provincial public entity
- an official of any municipality or municipal entity
- an employee of Parliament or a provincial legislature

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

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

\*insert separate page if necessary

**Section 8: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

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

\*insert separate page if necessary

**Section 9: Record of termination of previous contracts with an organ of state**

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

- Yes
- No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

**Section 10: Declaration**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:

- a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
- b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

*Enterprise name*

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

## Municipal declaration and returnable documents

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

### Section 1: Enterprise Details

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

### Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

### Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

- the enterprise **is not** required by law to prepare annual financial statements for auditing
- the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*ie: all municipal accounts are paid up to date*);

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- goods and / or services are sourced only from within the Republic of South Africa
- % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is . %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

## Annual Financial Statements Declaration

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

- 1) The enterprise's financial year end is .....
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:  
 internally  independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]  
 enterprise has had its financial statements audited;  
name of auditor .....
- enterprise is required by law to have an independent review of its financial statements  
name of independent reviewer .....
- enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.  
  
*[Attach the income statement and the balance sheet contained in the financial statement]*
- 6) The annual turnover for the last financial year is R .....
- 7) The total assets as at the end of the last financial year is R .....
- 8) The total liabilities as at the end of the financial year is R .....

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed \_\_\_\_\_  
Name

Date \_\_\_\_\_  
Position

Tenderer \_\_\_\_\_

-----

## Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. . . . . Name . . . . . Designation
		Signature. . . . . Name . . . . . Designation
		Signature. . . . . Name . . . . . Designation

**1. DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

**NB: Please mark the applicable answer**

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

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

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

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

---

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals

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

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS OF CONTRIBUTION</b>	20
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

1.5 Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals are not claimed.

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

**2. DEFINITIONS**

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment

insurance fund contributions and skills development levies;

- (b) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation and “bid” has a corresponding meaning
- (c) **“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;
- (d) **“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;
- (e) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“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;
- (h) **“non-firm prices”** means all prices other than “firm” prices;
- (i) **“person”** includes a juristic person;
- (j) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- (l) **“Reconstruction and Development Programme”** the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (m) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (n) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice;
- (o) **“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

- (p) **“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.
- (q) **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- (r) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 3.2 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;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 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 specific goals.
- 3.5 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left\{1 - \frac{Pt - P_{min}}{P_{min}}\right\} \quad \text{or} \quad Ps = 90\left\{1 - \frac{Pt - P_{min}}{P_{min}}\right\}$$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

### 5. POINTS AWARDED FOR LEVEL OF CONTRIBUTION TOWARDS SPECIFIC GOALS

- 5.1 In terms of s2(b)(i) and (ii) of the Preferential Procurement Regulations Policy Framework Act, a preference points system must be followed for contracts with a Rand value above a prescribed amount a maximum of 10 or 20 points may be allocated for specific goals as contemplated in s2(d) of the Act provided that the lowest acceptable tender scores 90 or 80 points for price, respectively, in accordance with the table below:

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

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

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

<b>80/20 preference point system</b>			
<b>The specific goals allocated points in terms of this tender</b>	<b>Specific Goal Points Allocated (20 points) (To be completed by the Municipality)</b>	<b>Proof required to Claim (20 points) (To be completed by the Municipality)</b>	<b>Number of points Claimed (20 points) (To be completed by the tenderer)</b>
Subcontract 30% to an EME or QSE which is at least 51% owned by black people.	20	Fully completed and signed MBD 6.1 and Full Central Supplier Database Report (CSD) not older than one month.	

<b>90/10 preference point system</b>			
<b>The specific goals allocated points in terms of this tender</b>	<b>Specific Goal Points Allocated (10 points) (To be completed by the Municipality)</b>	<b>Proof required to Claim (10 points) (To be completed by the Municipality)</b>	<b>Number of points Claimed (10 points) (To be completed by the Tenderer)</b>

5.2 Bidders must submit valid proof for specific goals

5.3 If the municipality is of the view that a tenderer submitted false information regarding a specific goal, will —

- (a) inform the tenderer accordingly; and
- (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

5.4 After considering the representations referred to in sub regulation (1)(b), the municipality may, if concludes that such information is false—

- (a) disqualify the tenderer or terminate the contract in whole or in part; and
- (b) if applicable, claim damages from the tenderer.

**6. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

Specific goals: = (maximum of 10 or 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 the required proof of specific goals.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) Whether the sub-contractor is an EME.

**(Tick applicable box)**

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

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

**Registered Account Number:** .....

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

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goal declared in paragraph 6 , indicated in paragraph 7, 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 specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p>
---

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for specific goals in terms of the Preferential Procurement Regulations 2022
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
<b>DATE:</b> .....	

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of 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	SPECIFIC GOALS CLAIMED

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

**8. DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....  
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**  
**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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

\_\_\_\_\_  
(Mnquma Local Municipality)  
do hereby make the following statements that I certify to be true and complete in every respect:

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

1. I 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**

1. I/We hereby tender to supply/deliver any supplies and/or render all or any services described in the attached documents to the State on the terms and conditions and in accordance with the specifications stipulated in the tender documents at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/We agree that:-

(a) the offer herein shall remain binding upon me/us and open for acceptance by the Regional Tender Board during the validity period indicated and calculated from the closing time of the tender:

(b) this tender and its acceptance shall be subject to the terms and conditions contained in the general conditions and procedures with which I am/we are fully acquainted:

(c) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the State may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the State and I/we will then pay to the State any addition expense incurred by the State having either to accept any less favourable tender or, if fresh tenders have been invited, the additional expenditure incurred by the invitation of fresh tenders and by subsequent acceptance of any less favourable tender; the State shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the State may sustain by reason of my/our default;

(d) if my/our tender is accepted and the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the S.A Post Office Ltd. Shall be regarded as my/our agent and deliver of such acceptance to the S.A Post Office Ltd. Shall be treated as delivery to me/us;

(e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender that I/we choose domicilium citandi et executandi in the Republic at (full address of this place).

3. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and I/we accepted that mistakes regarding price/s and calculations will be at my/our risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.

6. I/we declare that I/we have participation/ no participation\* in the submission of any other offer for the supplies or services described in the attached documents. If in the affirmative, state name/s of Bidder/s involved.

7. Are you duly authorized to sign the bid? .....

8. Has the Declaration of Interest been duly completed and included with the other tender forms?

.....

---

SIGNATURE/S TO TENDERER OR ASSIGNEE/S .....

DATE: .....

---

Capacity and particulars of the authority under which this tender is signed.....

Name of bidder: .....

Postal Address: .....

.....

.....

Telephone No: .....

Facsimile: .....

Bid No .....

Name of contact person.....

Each bid shall be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE BIDDER, THE BID NUMBER AND THE CLOSING DATE shall be clearly shown. The BID shall be deposited in tender box at Mquma Local Municipality.

**COMPANY DETAILS**

REGISTERED COMPANY NAME :.....

COMPANY REGISTRATION NO :.....

VAT REGISTRATION NO :.....

NAME OF COMPANY DIRECTOR/S :.....

.....

CONTACT PERSON/S :.....

CONTACT NO :.....

FAX NO :.....

E-MAIL ADDRESS :.....

PHYICAL ADDRESS :.....

.....

POSTAL ADDRESS :.....

.....

**2.2.4: PAYMENT OF MUNICIPAL ACCOUNTS/ MUNICIPAL CLEARANCE CERTIFICATE**

The bidder must submit a Municipal billing clearance certificates or Statement (not older than 3 months)/ a lease agreement signed by both parties lessor and lessee in the case of a tenancy or accompanied by municipal rates (not council proof of residence)/services certificate/ statement indicating that the owner not the tenant is responsible. The bidder must not be in arrears with municipal rates, taxes and services for a period of more than three months.

Should the Service Provider not be based in the Mngoma Local Municipality, he must submit a Rates Clearance Certificate issued by the municipality in which he is based.

If the Service Provider does not pay rates by virtue of renting office space, he shall attach a certificate issued by the landlord, verifying that the payment of rentals is up-to-date.

.....

## **VOLUME 2: COMMERCIAL OFFER**

### **Section C1.2**

#### **Annexure A: Performance Guarantee**

(To be supplied on the Official letterhead of "The *Bank/Company*")

**PRO FORMA**

**PERFORMANCE GUARANTEE**

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical address: .....

“Employer”: means: .....

“Contractor” means: .....

“Engineer” means: .....

“Works” means: .....

“Site” means: .....

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

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

Amount in words: .....

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

Amount in words: .....

“Expiry Date: means date on which the Certificate of Completion of the Works has been issued.

**CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of

Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 and 4.3:
  - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1. The Contract has been terminated due to the Contractor 's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of the Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notice for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**END OF SECTION**

# **VOLUME 2: COMMERCIAL OFFER**

## **Part C2 Pricing Data**

PRICING DATA

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END OF SECTION

## PRICING INSTRUCTIONS

### 1. GENERAL

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

The bill of quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

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

### 2. PAY ITEMS

The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Electrical Engineering Construction is applicable, subject to the variations and amendments contained in section C3.4.2.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

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

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
kPa	=	kilopascal	wt	=	wall thickness
			dia	=	diameter

### 3. QUANTITIES

- 3.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

### 4. RATES

- 4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil

- shall be valid irrespective of any change in the quantities during the execution of the Contract.
- 4.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- 4.5 The Tenderer shall not group together several items and tender one rate for such group of items.
- 4.6 All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 4.7 All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. **VAT** must be added last on the **summary page of the Bill of Quantities** and noted as **inclusive of VAT**. Mngquma Local Municipality take no responsibility if the tenderer does not include **VAT** correctly upon tender submission.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.

**END OF SECTION**

## **VOLUME 2: COMMERCIAL OFFER**

### **Part C2.2**

#### **Bill of Quantities**

**(Refer to Attached Bill of Quantities)**

**BILL 1 - PRELIMINARY & GENERAL**

APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF 221 MLM HOUSEHOLDS AND 10KM LINK LINE UPGRADE		ENQUIRY NO	MNQ/SCM/18/25-26			
Bill No:1	PRELIMINARY AND GENERAL ITEMS					
No		DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
<b>A</b>	<b>FIXED CHARGE</b>	<b>ITEMS</b>				
<b>A.1</b>	<b>Site Establishment:</b>	The Contractor shall establish the site camp and maintain throughout the construction period and allow for removal of such upon completion of Works. <b>The IYM Representative reserves the right to negotiate the rates for rental arrangements based on the project scope and magnitude.</b>				
A.1.1.		Office and Meeting Room complete as per P&G's Guideline	Sum	1		
A.1.2.		Stores	Sum	1		
A.1.3.		Sanitation	Sum	1		
A.1.4.		Electricity	Sum	1		
A.1.5.		Supply and Install Diamond mesh fencing at 1.8 meters high	m	120		
A.1.6.		Supply and Install Diamond mesh Lockable Gate 1.8m high x 3.6m wide	each	1		
A.1.7.		Project Preparation	Sum	1		
<b>A.2.</b>	<b>Sign Board Labour</b>					
A.2.1		Contractor shall erect on site, maintain throughout the construction duration(Safety) Project sign board	each			
<b>A.3.</b>	<b>Sample Board and Stubby Line</b>					
A.3.1		Construct a sample board and stubby line as per the drawings and specification stated in the latest revision of MVL-EI-048 published by Eskom Standards Implementation Department.	Sum	N/A		
<b>A.3.</b>	<b>Health and Safety measures (In terms of 34-333)</b>	Safety & Health, Environmental				
A.3.1	3.1.1	Compliance with OH&S Act & Construction Regulations. (for projects where task order value exceed R100,000-00)	Sum	1		
	3.1.2	H&S compliance for projects where task orders are below R100k. Excl P&G's	Sum	N/A		
	3.1.3	Maintenance of H&S file (only applicable for projects exceeding 2 months in duration)	Monthly	6		
<b>A.4.</b>	<b>Materials Management</b>					
A4.1		The Contractor shall make allowance to receive at Eskom stores, offload and stack the free-issue materials supplied to the contractor.	Sum	N/A		
<b>A.5.</b>	<b>Contractual requirements</b>	Comply ,maintain all insurance and statutory contributions, etc.				
A.5.1		Allowance to Comply ,maintain all insurance and statutory contributions, etc. <b>(Actual cost will be paid at the end of the project and proof of policy must be provided and must be compliant to contractual requirements)</b>	Sum	1		
<b>Sub-Total A</b>						

B.	TIME RELATED ITEMS		UNIT	QUANTITY	RATE	TOTAL
<b>B.1</b>	<b>Site Establishment</b>					
<b>B.1.2.</b>		Site office 6m x 3m with aircon	Weeks	32		
<b>B.1.3.</b>		Site Storage 6m x 3m	Weeks	32		
<b>B.1.4.</b>		Water	Weeks	32		
<b>B.1.5.</b>		Sanitation (service)	Weeks	32		
<b>B.1.6.</b>		Electricity (Eskom/Munic supply)	Weeks	32		
<b>B.1.7.</b>		Electricity (Generator 6.5KVA)	Weeks	1		
<b>B.2</b>	<b>Accommodation</b>	Accommodation Allowance is for the Contractors Staff excluding the casual labourers which are assumed to be residing in the area where the works are executed.				
<b>B.2.1.</b>		Staff Accommodation Allowance	Weeks	32		
<b>B.3</b>	<b>Security</b>					
<b>B.3.1.</b>		Security on site - 24 Hour Unarmed Security (Must be registered with the appropriate body)	Weeks	32		
<b>B.4.</b>	<b>Labour</b>	The Contractor need to submit Weekly Time Sheets for all hourly compensation claims and a Daily attendance register				
<b>B.4.1.</b>		<i>Supervisor per team</i>	hourly	1280		
<b>B.4.2.</b>		<i>Construction Manager (SACPMP Registered)</i>	hourly	640		
<b>B.4.3.</b>		<i>Storeman (Storeman is required to reconcile and quantify All material on site including Eskom supplied material using the correct material return to stores forms. The Storeman shall adhere to the implementation and maintenance plan for Materials Management System for the duration of the contract).</i>	hourly	1280		
<b>B.4.4.</b>		Community Liaison Officer	Daily (Max)	192		
<b>B.4.5.</b>		Safety Officer (SACPMP Registered)	hourly	1280		
<b>B.6.</b>	<b>Transport</b>	Transport of resources to and from site will be done in terms				
<b>B.6.1</b>		LDV 4X2	km	2400		
<b>B.6.2</b>		LDV 4X4	km	2400		
<b>B.6.3</b>		Mini-bus 15 Seater	km	1200		
<b>B.6.4</b>		8-10 Ton Truck with Crane	km	2400		
			Sub-Total B			
		Total P & G's Carried To Summary (A+B)				

BILL NO 2 - MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC							
APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF 221 MLM HOUSEHOLDS AND 10KM LINK UPGRADE		ENQUIRY NO.		MNQ/SCM/18/25-26			
	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
<b>MV Equipment</b>							
Supply and install on appropriate structure and secure as required including the termination of cables and conductors, the provision of suitable lugs for 35, 50 or 70mm conductor as required. Excluding cable, conductors, and the transformer structure. All transformers will be according to Eskom's coastal specifications							
2.1	Transformer 16kVA, 22kV/240V Single Phase	DDT 3021	No	6			
2.2	Transformer 32kVA, 22kV/460V Dual Phase	DDT 3021	No	13			
2.3	Transformer 64kVA, 22kV/400V Dual phase	DDT 3021	No	2			
Install new MV Auto Reclosers. Supply and install on appropriate structure and secure as required including the termination of cables and conductors, the provision of suitable lugs for 35, 50 or 70mm conductor as required. Structure and installation of auxiliaries is measured elsewhere.							
2.5	Section Breaker	D-DT 1829	No	2			
2.6	Telecontrol & radio equipment	D-DT 1829	No	2			
<b>Replacement of Auxiliaries (Sectionalisers and Links)</b>							
The unit rate shall allow for the complete elevated replacement of the following auxiliaries, the rate shall include all materials required to remove, reposition the auxiliary with new assembly in accordance the Eskom Standard.							
2.7	Dual Phase Section link - Cut-out (Solid) - 2.5M X-ARM - 200A 22kV - Single pole c/w inserts (Sets)	D-DT 1848	No	32			
2.8	Dual Phase Equipment link - Cut-out (D/O Fuse) - 2.5M X-ARM - 20A 22kV - Single pole c/w inserts (Sets)( including 1866B structures)	D-DT 1849	No	19			
2.9	Three Phase Section link - Cut-out (Solid) - 2.5M X-ARM - 200A 22kV - Single pole c/w inserts (Sets)	D-DT 1848	No	4			
2.10	Three Phase Equipment link - Cut-out (D/O Fuse) - 2.5M X-ARM - 20A 22kV - Single pole c/w inserts (Sets)( including 1866B structures)	D-DT 1849	No	2			
<b>Medium Voltage Surge Arrestors</b>							
Supply, deliver, off load on site and safely store on site the following surge arrestors, complete with galvanised steel mounting brackets for securing the surge arrestor, nuts, bolts, washers and lock washers as specified. Secure the surge arrestors and brackets to the transformer as specified including the termination of conductors. Excluding the conductors and transformer.							
2.8	22kV, 10kA Surge arrestor	DDT 3100	No	56			
<b>Neutral Surge Arrestor</b>							
Supply and install a LV surge arrestor including lugs and galvanised bolts							
2.9	Surge arrestor	DDT D270	No	21			
<b>Transformer Earthing</b>							
Supply and install all materials for the complete earthing of transformers and bulk meter structures as specified. Included in the rate shall be all required spikes, insulated copper conductor, galvanised conduits, staples, bare copper, excavations, backfilling, etc. The rate shall allow for one MV earth electrode only, consisting of four earth spikes in accordance with the specifications. Additional earth spikes/conductor shall be measured elsewhere if required.							
2.10	MV Earth Transformers (Incl Aux trfr)	DDT 1860	No	21			
2.11	MV Earth Section Breaker	DDT 1829B	No	2			
<b>TOTAL : Carried forward to summary</b>							

**BILL NO 3 - MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM**

APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF 221 MLM HOUSEHOLDS AND 10KM LINK LINE UPGRADE		ENQUIRY NO.		MNQ/SCM/18/25-26			
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
<b>Conductor</b>							
Safely store on sealed drums with ends adequately secured and transport to site conductor as specified. String conductor as specified including splices, jumper conductor ties, strain clamps, suspension clamps, tensioning, sagging, etc.							
Note	The following dimensions will all be "CONDUCTOR LENGTH" not route length, allowance made for sag, waste.						
3.1	Fox - ACSR (ungreased)		m	43000			R -
3.2	Mink - ACSR (ungreased)		m	35000			R -
Supply and install all material as specified for the construction of the following MV structures. Including bonding of hardware and earthing. All excavations, poles, crossarms and stays are measured elsewhere							
<b>2 PHASE STRUCTURES General Arrangement</b>							
3.3	Dual phase - A Frame Intermediate - RX	D-EC-2063	No	37			R -
3.4	Dual phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation - RX	D-DT-1343	No	26			R -
3.5	Dual phase - Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation - RX	D-DT-1344	No	16			R -
3.6	Dual phase - Delta / 2,5m Wood X-arm - Strain - Terminal - RX	D-DT-1346	No	16			R -
3.7	Dual phase - H-Pole / 4,5m Wood X-arm - Intermediate - 0° Deviation - RX	D-DT-1370	No	0			R -
3.8	Dual phase - H-Pole / 4,5m Wood X-arm - Strain - 0° Deviation - RX	D-DT-1373	No	0			R -
3.9	Dual phase - H-Pole / 4,5m Wood X-arm - Strain - 1° - 60° Deviation -	D-DT-1374	No	0			R -
3.10	Dual phase - H-Pole / 4,5m Wood X-arm - Strain - Terminal - RX	D-DT-1376	No	0			R -
<b>3 PHASE STRUCTURES General Arrangement</b>							
3.11	Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	D-DT-1740	No	40			R -
3.12	Delta / 2,5m Wood X-arm - Strain - 0° Deviation	D-DT-1743	No	0			R -
3.13	Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	D-DT-1744	No	0			R -
3.14	Delta / 2x2,5m Wood X-arm - Strain - (60°-90°) Deviation	D-DT-1745	No	2			R -
3.15	Delta / 2,5m Wood X-arm - Strain - Terminal	D-DT-1746	No	0			R -
3.16	Delta / 2x2,5m Wood X-arm - Strain - 0° Deviation	D-DT-1747	No	5			R -
3.17	Delta / 2x2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	D-DT-1748	No	32			R -
3.18	Delta / 2x2,5m Wood X-arm - Strain - Terminal	D-DT-1749	No	10			R -
3.19	Delta / 2x4,5m Wood X-arm - Strain - 0° Deviation	D-DT-1777	No	5			R -
3.20	Delta / 2x4,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	D-DT-1778	No	5			R -
3.21	Triple Pole Structure - Strain - 0° Deviation	D-DT-1783	No	2			R -
3.22	Triple Pole Structure - Strain - (1-90°) Deviation	D-DT-1784	No	3			R -
<b>Auxiliary Structures</b>							
3.23	Dual phase - Take-off / Vertical (450mm Spacing) - RX	D-DT-1810	No	3			R -
3.24	Dual phase - Take-off / 2,5m Wood X-arm - RX	D-DT-1814	No	38			R -
3.25	Three phase - 2,5m Wooden X-arm - RX	D-DT-1804	No	5			R -
3.26	Three phase - 2 x 2,5m Wooden X-arm - RX	D-DT-1805	No	12			R -
3.27	Transformer - Single pole mount - 16-64kVA - General arrangement	D-DT-1860	No	4			R -
3.28	Transformer - Single pole mount - out-of-line arrangement	D-DT-1866	No	19			R -
3.29	Recloser Structure	D-EC-1947	No	2			R -
Amount carried over to next page							R -

Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						R -
	<b>Testing</b>						
	<b>Allowance shall be made for the complete testing and commissioning of the Medium Voltage overhead distribution system</b>						
3.30	MV Test (per transformer installation, Incl Aux Trf)		No	21			R -
3.31	MV Test (per Auto Recloser installation)		No	2			R -
3.32	MV Earthing		No	21			R -
	<b>TOTAL : Carried forward to summary</b>						R -

**BILL NO 4 - LV OVERHEAD DISTRIBUTION LINES**

APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF 221 MLM HOUSEHOLDS AND 10KM LINK LINE UPGRADE		ENQUIRY NO.		MNQ/SCM/18/25-26			
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
<b>LV ABC</b>							
Note	The LV insulated aerial bundle conductor system shall be in accordance with SABS 1418 and insulated in accordance with SABS 0198 and the Distribution Standard Part 3.						
Note	The unit rate per meter shall include the tensioning and stringing of the bundle in accordance with the sag and stress tables provided by the manufacturer with all plant, equipment and accessories required to erect an LV overhead bundled distribution line i.e. Drum trailer, winch, wind-off pulleys, pulling rope/cable with connection, dynamometer, slide-lock, sheathed synthetic-fibre belt, woven snatch belt, snatch block, tackle, shackle, etc.						
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, off-cuts, etc.						
	<b>Contractor to Safely store and transport to site and string. The conductor will be delivered on sealed drums and adequate allowance shall be made for the correct handling thereof.</b>						
4.1	Fox - ACSR (ungreased)		m	0			
4.2	Single phase ABC (35mm <sup>2</sup> ) Insulated Neutral		m	3600			
4.3	Dual phase ABC (35mm <sup>2</sup> ) Insulated Neutral		m	1500			
<b>LV STRUCTURES</b>							
	Allow for the assembly of the following LV strain and suspension assemblies in accordance with the specifications shown in the drawings. Including all earthing, drilling of holes and treating of drilled holes. All LV hardware, line connectors, PVC cable ties, nuts, bolts, washers, lock washers shall be allowed for in the appropriate item below. Excluding the supply and planting of poles, stays and struts, which are measured elsewhere.						
	<b>Supply and install all the materials as specified for the following</b>						
<b>LV STRUCTURES SINGLE PHASE</b>							
4.4	ABC Suspension Assembly 0-30	DDT-1153	No	6			
4.5	ABC Terminal Assembly	DDT-1154	No	34			
4.6	ABC Strain Assembly (0-60°)	DDT-1155	No	4			
4.7	ABC Strain Assembly (60-90°)	DDT-1156	No	2			
4.8	ABC T-off from Intermediate	DDT-1157	No	6			
4.9	ABC X Intermediate Assembly	DDT-1158	No	0			
4.10	ABC T-off from Strain	DDT-1159	No	4			
4.11	ABC T-X Intermediate Strain Assembly	DDT-1160	No	0			
4.12	LV 1phase Bare Wire Suspension Assembly 0 Deg	D-DT-0960	No	76			
4.13	LV 1 phase Bare Wire 1-100 Deg Angle Assembly	D-DT-0962	No	40			
4.14	LV 1 phase Bare Wire Terminal Assembly	D-DT-0964	No	89			
4.15	LV 1phase Bare Wire T-Off Assembly from Intermediate	D-DT-0965	No	26			
4.16	LV 1 phase Bare Wire T-Off Assembly from Strain	D-DT-0967	No	48			
4.17	LV 1phase Bare Wire Open Wire/ABC Connection	D-DT-0970	No	20			
	Amount carried over to next page						

Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						
<b>LV STRUCTURES DUAL PHASE</b>							
4.17	Dual Phase ABC Intermediate Assembly	D-DT-1145	No	2			
4.18	Dual Phase ABC Terminal Assembly	DDT-1146	No	7			
4.19	Dual Phase ABC Strain Assembly (0-60 deg)	DDT-1147	No	0			
4.20	Dual Phase ABC Strain Assembly (60-90 deg)	DDT-1148	No	0			
4.21	Dual Phase ABC Tee from Intermediate	DDT-1149	No	0			
4.22	Dual Phase ABC X Intermediate Assembly	DDT-1150	No	0			
4.23	Dual Phase ABC Tee from Strain	DDT-1151	No	0			
4.24	Dual Phase ABC X Intermediate Strain Assembly	DDT-1152	No	0			
4.25	LV 2 phase Bare Wire Suspension Assembly 0 Deg	D-DT-0940	No	14			
4.26	LV 2 phase Bare Wire 1-100 Deg Angle Assembly	D-DT-0942	No	10			
4.27	LV 2 phase Bare Wire Terminal Assembly	D-DT-0944	No	7			
4.28	LV 2 phase Bare Wire T-Off Assembly from Intermediate	D-DT-0945	No	0			
4.29	LV 2 phase Bare Wire T-Off Assembly from Strain	D-DT-0947	No	0			
4.30	LV 2 phase Bare Wire Open Wire/ABC Connection	D-DT-0950	No	6			
<b>LV Fuse Switch Units</b>							
<p>Supply, deliver to site, off load on site and safely store. The fused switch shall be supplied complete with the pole mounting bracket, nuts, bolts, washers, etc. for securing the unit to the wooden pole. The fuses shall be supplied with the fuse switch unit. Fuse ratings shall be as shown on the drawings. Install the on load fused disconnecting switch on the transformer structure including the drilling of holes as required, including the termination of the LV ABC to the unit.</p>							
4.45	63A Load disconnecting switch similar to MORSDORPHER 63A		No	0			
4.46	80A Load disconnecting switch similar to MORSDORPHER 80A		No	19			
4.47	125A Load disconnecting switch similar to MORSDORPHER 125A		No	0			
<b>LV Pole Mounted Service Boxes</b>							
<p>Supply and install on a wooden and/or concrete pole a pole mounted distribution box as specified complete with pole mounting brackets, cable ties, PG clamps, miniature circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to LV conductor, insulation piercing connectors and factory installed cable openings. Included shall be the stainless steel strapping and buckles and terminations of the tails onto the LV conductor.</p>							
4.48	Box, pole top smart split meter 2-way 20A, with 1 x 50A MCB		No	211			
4.49	Box, pole top smart split meter 4-way 20A, with 2 x 50A MCB		No	27			
4.50	Box, pole top smart split meter 8-way 20A, with 4 x 50A MCB		No	0			
4.51	PADLOCK, ST LV MASTER KZN OU D6050 (ORANGE)		No	0			
	Amount carried over to next page						

Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						
	<b>Earthing of LV Network</b>						
Note	All MV transformer earthing is measured elsewhere and all LV earths per structure are measured with the structure. This section is intended for LV earths at transformers						
	Allowance shall be made for the testing of the earth resistance for the entire reticulation system in accordance with the TN-C-S earthing system as defined in the Distribution Standard Part 2 and any earth tests which may be required in terms of the standard and detailed specifications.						
4.52	LV Earth (Crowsfoot)	DDT 0637	No	19			
	<b>Testing</b>						
	Allowance shall be made for the testing of each LV ABC distributor on accordance with the project specification. Included shall be the provision of test certificates and all documentation as required.						
4.53	LV Test		No	19			
	<b>TOTAL : Carried forward to summary</b>						

**BILL NO 5 - SUPPORT FOR OVERHEAD RETICULATION**

APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF 221 MLM HOUSEHOLDS AND 10KM LINK LINE UPGRADE		ENQUIRY NO		MNQ/SCM/18/25-26			
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
<b>Poles and Crossarms</b>							
Note	Poles for service connections are measured elsewhere						
	<b>Supply and install pole in excavated hole, including cutting and scaffing, kicking blocks, bonding, treating, etc. Excavations and compaction are measured elsewhere.</b>						
5.1	9m Pole, 160-179 mm top diameter - LV	D-DT-0055	No	236			R -
5.2	9m Pole, 180-199mm top diameter - MV	D-DT-0055	No	21			R -
5.3	10m Pole, 180-199mm top diameter	D-DT-0052	No	4			R -
5.4	11m Pole, 160-179 mm top diameter	D-DT-0051	No	64			R -
5.5	11m Pole, 180-199 mm top diameter	D-DT-0051	No	72			R -
5.6	11m Pole, 200-219 mm top diameter	D-DT-0051	No	124			R -
5.7	12m Pole, 160-179mm top diameter	D-DT-0053	No	17			R -
5.8	12m Pole, 180-199 mm top diameter	D-DT-0053	No	0			R -
5.9	12m Pole, 200-219 mm top diameter	D-DT-0053	No	20			R -
<b>Supply, off load and install the following wooden cross arms.</b>							
5.10	2.5m, 140-159mm Diameter	D-DT-0316	No	287			R -
5.11	3.5m, 160-179mm Diameter	D-DT-0317	No	2			R -
5.12	4.5m, 160-179mm Diameter	D-DT-0317	No	39			R -
<b>Stays, Flying Stays and Anti-Climbing Devices</b>							
Note	The unit price for a standard stay and an aerial stay shall exclude the wooden poles, but include the stay wire, stay rods, insulators, stay plate, stay guards, bitumastic paint, guy grip dead end, earthing of stay, line splice, precast concrete slabs, po						
	<b>The following stays shall be in accordance with the specification and shall include a stay plate</b>						
5.13	MV Stay	D-DT-0341	No	310			R -
5.14	MV Flying Stay (Poles measured elsewhere)	D-DT-0343	No	19			R -
5.15	LV Stay	D-DT-0343	No	259			R -
	<b>The following struts shall be in accordance with the specification (Poles measured elsewhere)</b>						
5.16	MV 12m Strut	D-DT-0342	No	17			R -
5.17	LV 11m Strut	D-DT-0342	No	14			R -
Amount carried over to next page							R -

Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						R -
	<b>The following anti-climbing devices shall include barbed wire as specified</b>						
5.18	Anti climbing devices on Poles as per 05T109	DDT-0399	set	178			R -
5.19	Anti climbing devices on Stays	DDT-0399	set	71			R -
	<b>Excavations and Compaction</b>						
Note	The excavations for service connections are measured elsewhere						
	<b>Determination of pole positions, excavate in all ground conditions</b>						
5.20	Hole for 7m pole - 1.3m deep		No	89			R -
5.21	Hole for 9m pole - 1.5m deep		No	255			R -
5.22	Hole for 11m pole - 1.8m deep		No	254			R -
5.23	Hole for 12m pole - 2.0m deep		No	21			R -
5.24	Hole for MV stay - 1.5m deep		No	309			R -
5.25	Hole for MV strut - 1.8m deep		No	16			R -
5.26	Hole for LV stay - 1.4m deep		No	257			R -
5.27	Hole for LV strut - 1.4m deep		No	13			R -
	<b>Pole Labels</b>						
	<b>Supply and install labels on all poles in accordance with the specifications including the provision of all fixing materials</b>						
5.28	Equipment labels (Trfs, links, SB)		No	25			R -
5.29	Transformer max fuse labels		No	21			R -
5.30	Warning labels		No	204			R -
5.31	Morsdorfer labels		No	21			R -
5.32	Alluminium Pole Tags		No	544			R -
	<b>General</b>						
	<b>Supply and install labels Spiral Vibration Dampers as per the DT Standards</b>						
5.33	Vibration Dampers, spiral	D-DT-3175	No	140			R -
5.34	Bird Flappers,	D-DT-3176	No	296			R -
	<b>Bush Clearing</b>						
5.35	Clearing medium to dense thicket bush - 6m wide and treat as per Eskom standard specification		m	3000			
5.36	Cutting of tree - between 50mm to 500mm diameter & to be cut up and stacked on the side & treated		No	25			
	<b>TOTAL : Carried forward to summary</b>						

**BILL NO 6 - HOUSE CONNECTIONS**

APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF 221 MLM HOUSEHOLDS AND 10KM LINK LINE UPGRADE		ENQUIRY NO		MNQ/SCM/18/25-26			
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
<b>House Connections</b>							
House Connections (Type A & B), test and commissioning complete. Poles and excavation are measured elsewhere.							
6.1	Type B @ 65%	D-DT-0361	No	122			
6.2	Type A @ 35%	D-DT-0361	No	99			
Supply and install delivery of from Eskom APPROVED SUPPLIERS, transport to site, off load on site and safely store on site the following Split Meter Ready-Board , L&G smart split meter + CIU , complete with rail, galvanised steel mounting brackets for securing to the dwelling, nuts, bolts, washers and lock washers as required. Secure the passive base, ECU and brackets to the dwelling as required including the termination of conductors. Excluding the conductors.							
6.3	L&G smart split meter + CIU, single phase, din rail, 20A, PLC		No	221			
6.4	Smart Meter Ready-Board		No	221			
<b>Conductor</b>							
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, cut-offs etc.						
Supply, safely store, transport to site and string. Installation includes all glands, lugs, shrouds, termination and connections as required.							
6.5	6mm sq Tinned Copper Airdac with Communication Core		m	8000			
<b>Sundry Items</b>							
Supply and install pole in excavated hole, including cutting and scaffing, kicking bolts, bonding, treating, etc. Excavations and compaction are measured elsewhere.							
6.6	5m Pole, 80-99mm top diameter	DDT 0058	No	221			
6.7	7m Pole, 120-139mm top diameter	DDT 0050	No	89			
Determination of pole positions, excavate in all ground conditions as necessary, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval or the PM(C).							
6.8	Hole for 5m service pole - 1m deep		No	221			
6.9	Sealing of meters		No	221			
6.10	<b>Equipment Testing</b>						
Allowance shall be made for the complete testing and commissioning of Medium & Low Voltage equipment.							
6.11	Earth Resistance Test (MV or LV Earth electrode test)		No	19			
6.12	C.O.C Test for Certificate (20A and 60A prepaid connections)		No	221			
<b>Capturing and handing over of customer data and updated PCS file</b>							
6.13	Customer data capturing of coordinates, customer application form and safety form and to be presented to the Project Manager in the required PCS file format.		Ea	221			
<b>TOTAL : Carried forward to summary</b>							

**BILL NO 7 - DISMANTLING AND REMOVAL**

APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF 221 MLM HOUSEHOLDS AND 10KM LINK LINE UPGRADE		ENQUIRY NO.		MNQ/SCM/18/25-26			
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
<b>Conductors</b>							
Allowing for the loosening of conductor and removal of insulators (and X arms if required) on existing X-Arms. All dismantled materials to be returned to Eskom Stores							
7.1	MV+ LV Conductor		m	10300			R -
7.2	Transformers		No	0			R -
7.3	Insulators 22KV		No	0			R -
7.4	X-Arms		No	25			R -
<b>Structures</b>							
The rate shall allow for removal from the ground, the old structure poles, stay anchors and stays and returning them to Contractor's Site Camp							
7.5	Stays and anchors		No	30			R -
7.6	Single Pole Structures		No	25			R -
<b>Surge Arresters</b>							
7.7	6KV/10KA neutral surge arresters		No	0			R -
7.8	22kV/24KA MV surge arrester		No	0			R -
<b>TOTAL : Carried forward to summary</b>							<b>R -</b>

## **VOLUME 2: COMMERCIAL OFFER**

### **Part C2.3**

#### **Summary of Bill of Quantities (Refer to Attached Bill of Quantities)**

FINAL SUMMARY				
APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF 221 HOUSEHOLDS AND 10KM LINK LINE UPGRADE			ENQUIRY NO.	MNQ/SCM/18/25-26
Bill	Description	Unit		Total Price (R)
1	PRELIMINARY AND GENERAL		R	
2	TRANSFORMERS, ETC.		R	
3	MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM		R	
4	LOW VOLTAGE OVERHEAD DISTRIBUTION LINES		R	
5	SUPPORT FOR OVERHEAD RETICULATION		R	
6	HOUSE CONNECTIONS		R	
7	DISMANTLING		R	
	<b>TOTAL ON MATERIALS AND LABOUR</b>		R	
	<b><u>CONTIGENCIES @ 10%</u></b>		R	
	<b><u>TOTALS INCLUDING CONTIGENCIES</u></b>		R	
	<b><u>VAT @ 15%</u></b>		R	
	<b><u>GRAND TOTAL OF TENDER INCLUSIVE OF VAT</u></b>		R	

# **VOLUME 3: FUNCTIONALITY**

## **Part C1.2**

### **Agreement And Contract Data**

**C1.2: FORM OF OFFER AND ACCEPTANCE**

**1 OFFER**

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

**APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF 221 HOUSEHOLDS AND 10KM LINK LINE UPGRADE**

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

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

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

.....  
.....  
.....Rand (in words); R.....(in figures)

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

Signature(s) of authorized agents:.....

Name(s) (in block letters) .....

Capacity of authorized agents: .....

**for and on behalf of the Tenderer** .....  
(Name and address of organization)

Witness: .....(Full name – in block letters – and signature)  
(Name)

.....  
(Signature)

Date: .....

## 2 ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

### For and on behalf of the Employer:

Signature(s) of authorized agent(s).....

Date:.....

Name(s) **Silumko Mahlasela**

Capacity **Municipal Manager**

for the Employer: **Mnquma Local Municipality  
P O Box 36, BUTTERWORTH, 4960**

Witness: .....(Full name – in block letters – and signature)

(Name)

.....  
(Signature)

Date: .....

### 3 SCHEDULE OF DEVIATIONS

**Notes:**

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

1. Subject .....  
Details .....
2. Subject .....  
Details .....
3. Subject .....  
Details .....
4. Subject .....  
Details .....
5. Subject .....  
Details .....

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**for and on behalf of the Tenderer** .....  
(Name and address of organization)

Witness: .....(Full name – in block letters – and signature)  
(Name)

.....  
(Signature)

Date: .....

**For and on behalf of the Employer:**

Signature(s) of authorized agent(s).....

Date:.....

Name(s) **Silumko Mahlasela**

Capacity **Municipal Manager**

for the **Employer:** **Mnquma Local Municipality**  
**P O Box 36, Butterworth 4960**

Witness: .....(Full name – in block letters – and signature)  
(Name)

.....  
(Signature)

Date: .....

## CONTRACT DATA

### GENERAL CONDITIONS OF CONTRACT

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

The General Conditions of Contract are not bound into this document but are available at the Contractor's expense from the Secretary of the South African Institution of Electrical Engineering, Private Bag X200, Halfway House, Midrand, 1685 or [www.saiee.org.za](http://www.saiee.org.za).

### CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), the following Contract Data apply to this Contract.

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

#### Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.4	The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
1.1.13	This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.  The time for completion of the Works is indicated in Clause 42.1.
1.1.14	The Employer is Mngquma Local Municipality

Clause	Contract Data
1.1.15	The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm <b>iNyusa Group Holdings</b> i.e. Consulting Engineers to fulfil the functions of the Engineer in terms of the Conditions of Contract.
1.2	<p>Add the following to the clause:</p> <p>1.2.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.4 Posted to the Contractor's address, and delivered by the postal authorities.</p> <p>1.2.4 Delivered by a courier service, and signed for by the recipient or his representative.</p>
1.6	The special non-working days are all South African statutory holidays. The year- end break commences on 15 December and ends on 6 January.
1.2.2	<p>The address of the Employer is:</p> <p><b>Mnquma Local Municipality</b>  Corner King and Mthatha Street,  Butterworth  4960</p> <p>Mr L Boya  Tel: 047 050 1322  E-mail: <a href="mailto:lboya@mnquma.gov.za">lboya@mnquma.gov.za</a></p> <p>The address and telephone number of the Engineer is:</p> <p><b>iNyusa Group Holdings</b>  26 Rhodes Street,  Quigney,  East London, 5241  Mob: +27(0)82 883 0097  Tel: +27(0)43 051 3554  E-mail: <a href="mailto:info@inyusagroup.co.za">info@inyusagroup.co.za</a></p>

Clause	Contract Data
2.3	<p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 39 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 42 of these conditions.</p> <p>2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 36, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000 or more, the valuation of all variation orders in terms of Clause 37 and the adjustment of the sum(s) tendered for General Items in terms of Clause 50.</p> <p>2.3.3 The approval of any claim submitted by the Contractor in terms of Clause 48.</p>
4.5.2	<p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.6	<p>Add the following new clause:</p> <p><b>Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations,</p>

Clause	Contract Data
	<p>prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.7	<p><b>Contractor to notify Employer</b></p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.9	<p>The Contract shall be construed to be interpreted in English.</p>
6.4	<p>Any consent granted in accordance with Clause 6.2 or appointment of a subcontractor in accordance with Clause 6.3 shall not imply a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer 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.</p> <p>The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement or that subcontractor on the Works.</p> <p>The withdrawal by the Engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 6.3 shall not relieve the Contractor of any of his</p>

Clause	Contract Data
	obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.
6.5	<p>Unless otherwise stipulated in the Contract:</p> <p>6.5.1 the provision of labour, whether locally employed or not; or</p> <p>6.5.2 the purchase of materials which are in accordance with the Contract; or</p> <p>6.5.3 the purchase or hire of Constructional Plant;</p> <p>shall not be regarded as sub-letting, as contemplated in this Clause, for which the Contractor is required to obtain the Engineer's consent in terms of Clause 6.2.</p>
7.1	<p>The Contractor shall deliver his guarantee within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p> <p>The amount of the guarantee will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Suretyship) is appended to the Contract Data as Annexure A.</p> <p>Add the following to the first paragraph of this clause:</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.</p> <p>Replace the last paragraph of the clause with the following:</p> <p>The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works.</p>
9.2	The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the

Clause	Contract Data
	Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
10.1	The Contractor shall (subject to the provisions of Clause 4.5.2) commence executing the works within a period of 28 days from the Commencement Date.
11.1	<p>The Employer, or the Engineer acting on his behalf, shall, subject to any requirements in the Contract as to the order in which the Works shall be executed:</p> <p>11.1.1 On the Commencement Date that is applicable to any phase or portion of the Works, give the Contractor right of access to that part of the Site on which such phase or portion is to be constructed, the location of which access shall be stated in the Site Information Part C4.</p>
12.1	In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
12.2	The Contractor shall deliver his programme within 14 days of the Commencement Date.
12.3.4	The Contractor shall deliver his detailed cash flow forecast within 14 days of the Commencement Date.
20.3	The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
35.1.3	The minimum amount of Liability Insurance cover required will be R 5 000 000 per event, the number of events being unlimited.

Clause	Contract Data
35.6	Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 10.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer within twenty-eight (28) days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
38.1	Special non-working days shall be all South African statutory holidays and the official building holidays.
40.1	No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.
42.1	The time for completion of the Works shall be Six (06) months.
42.4	If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 42.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.
43	<p>43.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 51.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for delay shall be: R1000 per affected connection not energised per day.</p>

Clause	Contract Data
	<p>43.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>43.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>43.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>then the appropriate penalty for delay referred to in Clause 43.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.</p> <p>43.3 The imposition of penalties in terms of Clause 43.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>43.4 All penalties for which the Contractor becomes liable in terms of Clause 43.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>43.5 The imposition of any penalties in terms of Clause 43.1 shall not limit the right of the Engineer of the Employer to act in terms of Clause 55.1.5.</p>
46.2	The application of a Contract Price Adjustment factor will not apply to this Contract.
46.3	Price Adjustments for variations in the cost of special materials will not be allowed. The Contractor will be required to provide full details in Part 2 of the Contract Data.
46.4	In line 6 delete the words “between the Employer and the Contractor”.
49.1.5	The percentage limit for materials not yet built into the Permanent Works is 80%.

Clause	Contract Data
49.3	The percentage retention is 10% per contractors' invoice. Half of retention refund on successful completion and handing over of project for operation and 2nd half after 12 months. The limit of retention money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.
49.4	In line 3 delete the word "said" and insert the word "correct".
49.6	A Retention Money Guarantee is not permitted.
49.10	<p>Replace the first sentence of the clause with the following:</p> <p>Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final statement of all moneys due to him for additional work ordered by the Engineer after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer.</p>
50.1	In line 2 of the second paragraph delete "15 percent" and replace it with "25 percent".
53.1	The Defects Liability Period for the Works shall be 365 days.
55.1.9	<p>Delete the contents of the clause and insert the following:</p> <p>The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract,</p>

**END OF SECTION**

# **VOLUME 3: FUNCTIONALITY**

## **Part C3**

### **Scope of Work**

SCOPE OF WORKS

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END OF SECTION

## **VOLUME 3: FUNCTIONALITY**

### **Section C3.1 Description of Works**

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

#### **C3.1.1 Employers Objectives**

The objectives of the employer are to appoint an electrical contractor for Electrification of 221 households and 10km link line upgrade, namely: Gobe (84), Macibe (21), Midange (25), Mpangele-Devilious (40), Ncalukeni (12), and Qombolo-Nqileni (39) villages. The villages are located within the wards of the Mngquma Local Municipal as indicated in C.3.1.3. The objective of this contract is to construct the electrical MV network, LV network to provide the households with basic electrical connection comprising of 20A supply.

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

Works to be constructed under the contract consists of a full level of electrical engineering construction services which includes both MV and LV reticulation of households as identified by Mngquma Local Municipality. The scope of the contract shall terminate with a meter installation and 20A service connection at each household relative to Eskom DT standards.

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

The following work included in this contract consist of the following Villages:  
It is imperative to note that the tenderer is to procure material applicable to Eskom Eastern Cape Operating Unit latest material Buyer' Guide.  
The order of the works requires completion of the network to Eskom standards, installation of electrical equipment to Eskom specifications. In addition, Eskom approval for quality's required and handover of the complete network (MV & LV) to Eskom Eastern Cape CNCs.

**END OF SECTION**

# **VOLUME 3: FUNCTIONALITY**

## **Section C3.2 Engineering**

## **C3.2 ENGINEERING**

### **C3.2.1 Drawings**

- Eskom Distribution Technology drawings will be applicable.

# **VOLUME 3: FUNCTIONALITY**

## **Section C3.3 Procurement**

### **C3.3 PROCUREMENT**

#### **C3.3.1 Procurement Principles**

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures.
- provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process.
- ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- Enable risk, responsibilities and obligations to be clearly identified.

#### **C3.3.2 Contractors Personnel**

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the Labour Desk(s), from the various communities that are established in proximity to the Works or which will be consumers from the Electrical Reticulation.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of the General Conditions of Contract, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in the Returnable Schedules, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

Key personnel means all contracts managers, site agents, site clerks, , trainers, supervisors, foremen, skilled plant operators, and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorization of the use of the Contractor's permanent employees other than key personnel, include:

- a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works, provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources.
- b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract.
- c) Any other circumstances which the Engineer may deem as constituting a warrant.

### **C3.3.3 Temporary Workforce**

The Contractor shall employ labour from the local communities through the Labour Desk(s). Accordingly, the workforce that is employed on Site shall consist of residents, except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of Clause C3.3.2.

The Labour Desk(s) shall assist in identifying available local labour and, where available, semi-skilled labour as well as local sub-contractors. The Labour Desks shall also assist and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures. The function of the Labour Desk(s) shall however in no way diminish the responsibilities of the Contractor in terms of the Conditions of Contract.

Although the Contractor shall adhere to the statutory minimum wage rates, he is however at liberty to negotiate additional incentive payments based on performance.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise, contracts of employment must be entered into between each such sub-contractor, and each of the

specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions:

- The minimum agreed wage rate per hour in respect of labourers.
- The agreed pay rate per unit of production where applicable.
- UIF and WCA payments.
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company Policy regarding:
  - Rain time
  - Sickness and absenteeism
  - Disciplinary matters
  - Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued.

#### **C3.3.4 Labour Intensive Construction**

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the Due Completion Date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour intensive construction methods. These portions of the Works shall be constructed utilising only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractors key personnel as provided for in clause C3.3.2, unless otherwise instructed by the Engineer. The portions of the Works to be executed using labour intensive construction methods are:

- clearing and grubbing of the Site;
- bedding, selected fill, backfilling and compaction of all holes and trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Cleaning and tidying up of the Site.

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilised by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

### **C3.3.5 Subcontracting**

The Contractor shall appoint such authorities and/or specialist subcontractors and suppliers as may be designated or nominated by the Employer or the Engineer for those portions of the Works specified in the Scope of Works.

The Contractor shall sub-let to local emerging sub-contractors' appropriate portions of the works that are designated in C3.3.4 as being reserved for labour intensive construction methods.

As required by the Conditions of Contract, the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc., unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

# **VOLUME 3: FUNCTIONALITY**

## **Section C3.4 Construction**

## **C3.4 CONSTRUCTION**

### **C3.4.1 Standard Specifications**

The Standard Specifications on which this contract is based are the South African Bureau of Standard's Standardized Specifications for Electrical Engineering Construction. (Note: "SABS has been changed to "SANS"). The Eskom distribution technology standards also form part of construction stands specifications.

Although not bound in nor issued with this Document, the relevant sections of the standard specifications shall form part of this Contract. These documents are available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001.

The various documents listed in section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of section C3.4.2 conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.2 shall prevail.

## **VOLUME 3: FUNCTIONALITY**

### **Section C3.5 Management**

## **C3.5 MANAGEMENT**

### **C3.5.1 Management of the Works**

#### **C3.5.1.1 Applicable Specifications**

The Standard Specifications for General Conditions of Contract 2015 3<sup>rd</sup> Edition, published by the South African Institution of Electrical Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Electrical Engineering, Private Bag X200, Halfway House, Midrand, 1685 or [www.saiee.org.za](http://www.saiee.org.za).

#### **C3.5.1.2 Concurrent Construction Contracts**

The Contractor's attention is drawn to the fact that other contiguous works will be executed concurrently by independent Contractor's under separate contracts in the vicinity of the Site.

The other Works which will be in progress or will come into operation on or adjacent to the Site of the Works during the progress or tenancy of this Contract are likely to include, but are not limited to the following:

- a) Not applicable to this tender

The Contractor shall ensure that neither his operations nor those of his subcontractors nor the activities of his employees shall interfere with or hinder the operations of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

The Contractor shall hand over portions of the Site of the Works (whether completed or not), or completed portions of the Works, to these Contractors when required by the Employer or detailed elsewhere in this document. The Contractor shall cause no interference with or delays in the execution of these contiguous contracts.

No discount or commission for the Contractor is allowed on these contracts, and it will be assumed that he has fully allowed in the Contract Price for the presence of these Contractors on Site. Any service rendered or assistance given by the Contractor to these Contractors, save as are provided for in the Project Specifications, shall be for their accounts only since the Employer shall in no way be responsible to the Contractor for any payments in this respect.

The Contractor shall protect all known existing services as well as all work being carried out and structures being erected on the Site by other Contractors. Any damage caused to these services or structures, or any obstructions or hindrance caused to other contractors by the Contractor, and all claims arising there from, will be the sole responsibility of the Contractor.

All repair work shall be carried out at the Contractor's expense to the entire satisfaction of the Engineer.

The same obligations shall be imposed on the Employer and on other Contractors in respect of the Works being executed under this Contract.

### **C3.5.1.3 Contractor's Project Management Plan**

The Contractor is required to prepare and submit a project management plan for the construction. The particular contents that should be included in the Contractor's Project Management Plan are listed below:

- **Project structures and agreements**  
The Contractor shall indicate how responsibility for the various work packages will be divided between joint venture partners (where applicable) and sub-contractors. A contract organogram shall be provided showing work apportionment and project management responsibilities. The particular division of work shall match the established capabilities and capacities of each particular partner or subcontractor.
- **Plant, materials and equipment**  
The Contractor shall prepare a Plant and Materials procurement plan, indicating the source of key Plant and Materials designated for inclusion in the Works, and demonstrating that such Plant and Materials have a proven track record of successful maintenance support in South Africa.  
The Contractor shall also prepare a plan of Contractor's Equipment, indicating the source and details of construction equipment planned for use on the Contract and based on the Contractor's particular approach.
- **Staffing plan**  
The Contractor shall prepare a detailed staffing plan showing in an organogram all key members of the Contractor's Personnel, providing a detailed CV for each such key position. The Contractor shall also show the numbers and source of

all non-key staff and indicating the particular local content offering of the Contractor.

- Method statements  
The Contractor shall clearly describe the overall methodology proposed for construction of the Works and include particular method statements for each work discipline included in the Works.

#### **C3.5.1.4 Construction Programme**

The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer.

The programme shall be in the form of a Gantt chart and shall include the following details:

- A work breakdown structure, identifying the major activity groups.
- For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g. excavations, etc.

Together with the programme as detailed above the contractor shall submit to the engineer a cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per

activity that has fallen behind. The updated programme shall be submitted to the Engineer at least two days prior to the monthly meetings.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme if required by circumstances.

#### **C3.5.1.5 Quality Assurance**

The Contractor shall institute a quality assurance system and provide experienced personnel as well as all the necessary transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times in order to comply with the requirements. The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes prior to the Contractor's appointment of any suppliers or commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order supervision of the Works without additional remuneration or for him to recommend termination to the Employer in terms of the Conditions of Contract.

The Contractor shall do at least the quality control tests at the frequencies specified in the Scope of Works. If the scale of the works, construction methods or any other circumstances dictates, the Contractor shall do more tests when required for quality assurance purposes.

The Contractor shall keep systematic records of the test results and all worksheets relating thereto. All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms.

The employer is at liberty to carry out such tests as he deems necessary to determine compliance with the contract requirements and will make available the results of all tests to the contractor.

Acceptance control, record keeping and payment certificates shall be done in accordance with the Engineer's standard system except if the Engineer approves that the Contractor's standard system may be used. An index to the Engineer's standard site administration forms is appended as Annexure A to section C3.5.1.

#### **C3.5.1.6 Site Administration**

- **Daily Site Diary**

The daily site diary shall be kept up to date by the Contractor's Site Agent and will be signed on a daily basis by the Engineer's Representative.

- **Information in Respect of Plant**

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

- **Information in Respect of Employees**

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

- **Rainfall Records**

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these

readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

#### **C3.5.1.7 Site Instructions**

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

#### **C3.5.1.8 Site Meetings**

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

#### **C3.5.1.9 Payment Certificates**

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the Engineer's standard site administration forms and formats as referred to in C3.5.1.5.

Upon agreement by the Engineer's Representative by not later than the 20th of each month, the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by not later than the 25th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where day works have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms according to the Engineer's standard format as referred to in Section C3.5.1.5. Failure to comply with the terms of this clause will result in non-payment for such day works.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

#### **C3.5.1.10 Drawings, Operation and Maintenance Manuals**

All information in the possession of the Contractor that is required by the Engineer's Representative in order to complete the As-Built drawings and to prepare a completion report for the Employer must be submitted to the Engineer's Representative before a Certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all O&M Manuals and COCs loose bound format, prior to the issue of a Certificate of Completion for the Works.

Only figured dimensions on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Contractor shall notify the Engineer in writing of any lack of information or conflict in the information on the Drawings. The Engineer will upon written request provide any dimensions that may have been omitted from the Drawings.

#### **C3.5.1.11 Environmental Management Plan**

The Contractor shall comply with all the conditions of the Environmental Management Plan that will be included in the Final Design Package approved by Eskom.

# **VOLUME 3: FUNCTIONALITY**

## **Part C4**

### **Health & Safety Specification**

## SCOPE OF WORKS

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## **1. Scope**

This specification applies to all contractors acquiring Electrification work throughout Eskom Distribution Eastern Cape.

This specification covers the requirements for eliminating and mitigating incidents and injuries in all Electrification Projects.

This document will promote legal compliance as well as a health and safety culture amongst those conducting work and those affected by the activities taking place in and around them.

The purpose of this document is to provide clear and unambiguous Safety, Health and Environment (SHE) specifications to enable a Tenderer / Principal Contractor to make provision for, and comply with the required Health, Safety and Environmental and other risk requirements - both in terms of relevant legislation, as well as any additional or site-specific SHE requirements required by the Client. This document forms an integral part of the Contract and Principal Contractors are required to make it an integral part of their contracts with sub-Principal Contractors and suppliers.

Note: This summary does not relieve the Contractor from legal obligations and/or any specifications within the ESKOM Safety Management System.

## **2. Definitions and abbreviations**

Agent means any person or department that acts as a representative for the Client and has been formally appointed as such by the Client.

Client means any Eskom 16 (2) appointed person, for whom construction work is performed on behalf of Eskom and who has formally entered into a contractual agreement with either an Agent or a Principal Contractor (internal or external to Eskom).

Competent Person means any person having the knowledge, training and experience specific to the work or task being performed: provided that where appropriate qualifications and training are registered in terms of the South African Qualifications Authority Act, 1995 (act 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

Construction Site means a specific project site or the site where construction work is being carried out.

Contract means a written agreement intended to be enforceable by law or a formal legally binding agreement entered into by the Client and Principal contractor and/or Agent.

Method Statement or Safe Working Procedure means a written document detailing the key activities to be performed in order to reduce the hazards identified in any risk assessment.

Principal Contractor means an independent person or registered business with whom/which Eskom Distribution enters into a commercial contract to provide a very specific service to the business. The Principal Contractor in this instance operates independently and can at any point in time also render services to other companies. The relationship between Eskom Distribution and the Principal

Contractor is managed in terms of the conditions stipulated in a contract via the applicable commercial and procurement process. The term does not include subcontractors. The Principal Contractor is responsible for ensuring that all subcontractors adhere to contractual requirements and obligations.

Safety, Health and Environmental File means a permanent record, containing the information on: the SHE management system during construction; and all information relating to the post-construction phase after the handover to Client, so that the Client can maintain the works in a healthy and safe way.

Safety, Health and Environmental Plan means a written plan that addresses hazards identified during a risk assessment as well as the identified impacts in the SHE specification. This would include safe work procedures to mitigate, reduce or control the hazards identified. It is specific to each construction project undertaken and is compiled by a Principal Contractor (PC) or sub-contractor, and must be approved by the Client.

Safety, Health and Environmental (SHE) Specification means a documented specification of significant residual SHE requirements for a construction site, which a competent and resourced Principal Contractor or sub-contractor would not have been aware of. This is to ensure the health and safety of people, both workers and public, and duty of care for the environment. The Client compiles the SHE specification and these are specific to each construction project.

#### Abbreviations

COID: Compensation for Occupational Injuries and Diseases

CR: Construction Regulations

DOL: Provincial Department of Labour

GSR: General Safety Regulations

NEMA: National Environmental Management Act

OHSA: Occupational Health and Safety Act

ORHVS: Operating Regulations for High Voltage Systems

PPE: Personal Protective Equipment

SHE: Safety, Health and Environment

MV: Medium Voltage

HV: High Voltage

### 3 Project Details

Project Name:.....

.....

The following high risk activities have been identified on Electrification:

- Excavations
- Planting poles
- Manual Loading and offloading of poles on site
- Installation of Transformers
- Working at Heights
- Stringing and tensioning
- Driving
- Stacking of Material
- Environmental management
- House Connections
- Drilling
- Compacting
- Tensioning
- Crane operating
- Use of Hydraulic Machine
- Testing and Commissioning
- Weather conditions
- Dismantling of reticulated Powerlines.

### 4 Occupational health and safety requirements

#### 4.1 Notification of work

The Principal Contractor shall, on receipt of the letter of appointment from the Client, before commencement on site, notify the Provincial Director of the Department of Labour of commencement of construction work as defined in Construction Regulations of the Act.

A copy of the notification letter acknowledged by the DOL shall be forwarded to the Agent and Client on the same day as sent to the DOL.

#### **4.2 Compensation for Occupational Injuries and Diseases Act**

The Principal Contractor shall submit a letter of good standing with the Compensation Commissioner or Insurer at the tender stage. The letter of good standing shall be valid throughout the project period.

#### **4.3 Appointments**

The Principal Contractor shall after consideration of the risks involved in the work, make relevant Occupational Health and Safety appointments as stipulated in the act, before commencement of site operations and submit to the Client as part of the Health and Safety Plan. An example of the OHS Act appointments to be made is attached in Annexure 1 (this is not an exhaustive list).

#### **4.4 Competency for Principal Contractor's responsible persons**

The Principal Contractor shall compile and maintain a current register/inventory of all supervisory and management personnel appointed to the Construction Site. The inventory shall include SHE and professional competencies for each person appointed. The inventory shall be submitted to the client for approval preferably at a tender stage as part of the SHE plan. Construction Supervisor must have at least 5 years working experience in the field of construction.

#### **4.5 Organogram**

A site organogram clearly defining the reporting structure and legal appointment structure shall be drawn up and submitted by the Principal Contractor to the Client as part of the SHE plan.

#### **4.6 Hazard Identification and Risk Assessment (HIRA)**

##### **Risk assessment**

The Contractor shall cause a detailed HIRA to be performed by a competent person before commencement of construction work and it shall form part of the health and safety plan to be submitted to the client for approval.

HIRA is an ongoing process and a review shall be submitted whenever there are changes in scope and process. The Health and Safety Representative(s), the Health and Safety Committee members and Contractor's Representative shall be members of the HIRA team and shall ensure that all the identified hazards and risks are appropriately controlled and reviewed.

The Contractor shall be responsible for making sure that all employees under his control are conversant with the content of the HIRA and what appropriate measures have been put in place to either eliminate or reduce the risks.

### **Pre –task Risk assessments/ tailgate talk/On site risk assessments**

A risk assessment shall be conducted in accordance with Regulation 7 of the Construction Regulations and Eskom standard 34-227. An On site toolbox talk including a risk assessment shall be conducted prior to the commencement of work. The supervisor/team leader, after conducting pre-task planning and after facilitating the On site risk assessment shall share all the tasks at hand, the identified risks and control measures with all his team members before commencing a specific task. This should be done to ensure common understanding of the tasks, risks and control measures required.

### **Safe working procedures (SWP)**

The contractor shall develop safe working procedures for high risks tasks. The contractor shall make the employees converse with SWP and ensure that tasks are carried out according to the SWP.

### **Planned task observations PTO**

The contractor shall conduct PTO's high risk tasks. The contractor must submit four copies of PTO's per month to the client.

## **4.7 Safety, Health and Environmental (SHE) Plan**

The Principal Contractor shall develop, compile and issue a SHE Plan as per the Client's specifications. The SHE Plan shall be submitted for approval by the Client prior site establishment. For ease of reference, the format and minimum contents of a SHE Plan is attached in Annexure 2.

## **4.8 Safety, Health and Environmental Training**

The Principal Contractor shall conduct a training needs analysis on receipt of the letter of appointment from the Client. The training conducted on each project shall be three fold, namely:

**Induction** – the Principal Contractor shall ensure that all his employees undergo a SHE induction based on the legislative requirements, SHE Plan and HIRA before starting work on site.

**Awareness** – the Principal Contractor shall continuously conduct on site toolbox talks, display posters and discuss bulletins and case studies from the client.

**Competency** – the Principal Contractor shall, based on his HIRA and training needs analysis nominate relevant persons to be sent out on appropriate courses. The Principal Contractor shall make available at the Client's request copies if certificate of training.

All records of training attendance, contents of training and training certificates shall be kept in the site SHE file. A training matrix shall be submitted to the client at every 3 months.

#### **4.9 Health and safety representatives and committees**

The Principal contractor shall appoint health and Safety representatives and they shall form part of health and safety committee. Where there is less than 2 health and safety representatives the safety meetings shall be conducted.

#### **4.10 Documentation**

The Principal Contractor shall keep and maintain SHE records to demonstrate compliance to legal requirements and the SHE specification. All documents shall be available for inspection by the Client, Agent and the DOL.

#### **4.11 Monitoring and Evaluation**

The Principal Contractor shall carry out inspections as prescribed by legislation, his SHE Plan and Client SHE specification. The Principal Contractor shall keep records of all inspections.

#### **4.12 Reporting, Recording and Investigation of Accidents and Incidents**

All accidents and incidents must be reported, recorded and investigated in accordance with OHSWA and other applicable environmental legislation. The Principal Contractor shall report all accidents and incidents to the Client within 24 hours. The Principal Contractor shall allow the Client to participate in any investigation linked to any activity within the scope of the construction project. The Principal Contractor shall keep on site record of all incidents reported in the form of OHSWA GAR Annexure 1 and submit copies to the client. In case of accidents/incidents, Eskom may conduct an independent investigation.

#### **4.13 Emergency Preparedness**

The Principal Contractor must develop and submit to Client an emergency response plan from a review of potential emergency scenarios before commencement on site which will include, but not be limited to:

- Employee accounting systems after emergency
- Rescue and medical duties
- Means and procedures for reporting emergencies
- Emergency Contact list

The emergency plan shall include training of employees to deal with such emergencies and shall form part of the SHE plan. The Principal Contractor shall advise the Client or his agent within 24 hours of any site emergency occurring together with the action taken.

#### **4.14 Injury Statistics**

The Principal Contractor shall report monthly injury statistics to the Client or his agent in the following manner:

- Number of fatal injuries
- Number of lost time injuries
- Number of medical injuries
- Number of first aid injuries
- Number of occupational diseases
- Number of motor vehicle accidents
- Number of property damage incidents
- Number of environmental incidents
- Number of public incidents
- Number of electrical contacts
- Number of near misses
- Man hours worked

#### **4.15 Client's audits**

The Client will from time to time conduct audits as per the Risk audit system of the Principal Contractor's activities to ensure compliance with Client's requirements and specification.

#### **4.16 Client's Incentive Program**

The Client may develop and implement an incentive system from time to time to award, or acknowledge Principal Contractor's health and safety performance.

#### **4.17 Public Health and Safety Information**

The Principal Contractor shall ensure that each person visiting a site or the public, particularly the community residing in the surrounding area, shall be made aware of the dangers likely to arise from on site activities and the precautions to be observed to avoid or minimise those dangers. Appropriate health and safety signage shall be posted at all times.

#### **4.18 Facilities**

Principal Contractors shall comply with the requirements of CR 28.

#### **4.19 Medical Surveillance Program**

Where Principal Contractor employees are exposed to occupational health hazards and risks that may have adverse effects on their health and/or lead to occupational diseases e.g. inhalation of dusts, exposure to noise, absorption through the skin etc., the Principal Contractor shall establish a medical surveillance program. The Principal Contractor shall consult material safety data sheets and other resources for medical screening requirements. The program shall include all high risk occupations as specified in the Construction regulations i.e. crane operators, construction vehicles, mobile plant operators, any person performing work at elevated areas.

Medical screening shall be conducted by an Occupational Health Practitioner with either SA Health Profession's board or SA Nursing council. Medical screening shall be conducted:

- Pre-employment
- Post employment and
- When the scope of work changes

#### **4.20 Transport for Workers**

The Principal Contractor shall refer and comply with the requirements of the National Road Transport Regulations, 2000 as well as CR 21(2) and the Eskom standards. The Principal Contractor shall ensure no persons are transported at the back of vehicles, unless the vehicle:

- Is provided with a canopy with proper seating and safety belts; or
- Is driven on site at a low speed of less than 40km/h and proper seating and handrails have been provided.

And:

- An assessment has been carried out indicating a very low risk;
- Mitigating factors have been identified to control the risk;

- It has been discussed and agreed upon at a health and safety committee meeting;
- All vehicles are provided with a serviced portable fire extinguisher and a vehicle first aid kit at all times
- All construction vehicles to be fitted with safety belt.

#### **4.21 Personal Protective Equipment (PPE)**

The Principal Contractor shall, based on his HIRA, establish what type of PPE should be worn by his employees based on the nature of hazards and the type, range and performance of the protection required.

The Principal Contractor shall ensure that all employees are trained in the correct use, maintenance, care and the limitations of PPE. The Principal Contractor shall ensure that the requisite PPE is worn at all times.

### **5 Environmental restrictions**

Contractor to comply with EMP provided by the client

### **6 Non-compliance and Penalties**

Eskom will view the following at-risk behaviour in a very serious light:

- a) Disregarding any requirements contained in OHSA, this document, site specific health and safety requirements and plan.
- b) Performing an unsafe act or creating an unsafe condition that could pose a danger to themselves or to others.
- c) A Principal Contractor allowing any of their employees or subcontractors' employees (including casual labourers, or labour broker employees) to work on any site without ensuring that each employee has received proper training.

#### **1. Public Safety (Excavations)**

Barricading of excavations is not allowed. Contractors are to dig and plant or backfill with soil and don't leave open holes at any given time.

## ANNEXURE 1

### Health and Safety Plan Contents

1. Reference documents
2. Responsibilities
3. Notification of construction work
4. Contractors responsible persons to supervise construction work
5. Risk Assessments
6. Health and Safety Reps and Committees
7. Objectives and Targets
8. Implementation of SHE Specification
9. COID Registration
10. Fall Protection Plan
11. Health and Safety Training
12. Record Keeping
13. Emergency Procedure
14. PPE
15. Safety Signage
16. Health and Safety in practice
17. Public Safety
18. Training Matrix
19. Medical Surveillance Plan
20. Incident Management
21. Inspection forms/checklists and schedules

## ANNEXURE 2

### Health and Safety File contents

1. Risk Assessments (hazard identification)
2. Health & Safety Policy
3. Health and Safety Plan
4. Health & Safety Specifications

5. List of Safe Work Procedures (and where it is available)
6. In the case of modifications, the revised SHE Specifications and Risk Assessments
7. Appointments
8. Organogram indicating the relationships in terms of the 16.2 and person identified as the client if it is not the same person
9. List of Contractors / Mandatories
10. Training Records on:
  - a. General Induction
  - b. Site / job specific induction based on the risk assessments outcomes / q results
  - c. Job specific based on task specific requirements (specialist training).
11. Medical Examination Records
12. Inspection Results Records.
13. Letter of Good Standing with the Compensation Fund or Licensed Compensation Insurer.
14. Equipment Test Certificates

Annexure 4

Risk Assessment Format

ACTIVITY	HAZARD (how can it happen)	RISK(what can happen)	RATING(low/medium/high)	CONTROL MEASURES	RESPONSIBLE PERSON	DUE DATE	REFERENCE (where addressed) i.e SWP, Policy

**SAFETY PLAN APPROVAL CHECKLIST**

NO	CONTENTS	YES	NO	Comments	Weight	Score
1	Copy of OHS Act				5	
2	Letter of good standing with CC (Valid)				10	
3	Health and safety Policy (Signed by the 16.1 appointee)				10	
4	OHS Organogram				10	
5	OHS Appointments (signed by the 16.2 appointee)				10	
6	Training certificates				10	
7	Project Risk assessment				10	
8	Specific Written SWP				10	
9	PPE issue Register				4	
10	Inspection checklists				10	
11	Incident register				5	
12	COID report forms				2	
13	OHSA annexure 1				4	
	TOTAL				100	
	APPROVED					

## **VOLUME 3: FUNCTIONALITY**

### **Part C5 Site Information**

## SITE INFORMATION

### C5.1 Site Information

#### C5.1.1 Geological and Geotechnical Aspects for Mmquma Local Municipality Villages

Mmquma Local Municipality Villages are scattered in the Mmquma Local Municipality's area. See Locality map and coordinates below.

The terrain is undulating with medium prevalence of rock in the area.

#### Village List

No.	Ward	Village name	Households	Coordinates	
			Municipality Gazetted		
1	31	Gobe	84	-32°28'2.622"	28°17'39.12"
2	31	Macibe	21	-32° 28' 36.3"	28° 17' 23.3"
3	32	Midange	25	-32°30'32.754"	28°14'50.43"
4	32	Mpangele-Devilious	40	-32°31'25"	28°13'46"
5	32	Ncalukeni	12	-32°31'19"	28°15'35"
6	32	Qombolo-Nqileni	39	-32° 30' 41.0"	28°15'24"
7	32	10 km link line			
8					
Total			221		

