

BID NOTICE AND INVITATION TO BID FOR ENDUMENI MUNICIPALITY



BID NO: B08/2021-22: ELECTRIFICATION OF FORESTDALE/DLAMINI FOR 217 CONNECTIONS IN WARD 6 AND 4

NO.	CONTRACT NAME	BID NO.
1	ELECTRIFICATION OF FORESTDALE/DLAMINI FOR 217 CONNECTIONS IN WARD 6&4	B08/2021-22

DOCUMENTATION

Bid Documents will be available from Endumeni Municipality upon a cash payment of a non-refundable fee of R500 or deposited to FNB ACC NO.62025460651. Documents can also be downloaded free of charge on www.etenders.gov.za or www.endumeni.gov.za. NB Documents must be binded, **unbinded documents** will not be accepted

NOTES TO PROSPECTIVE BIDDERS:

- Endumeni Local Municipality Supply Chain Management Policy will apply.
- Failure to complete all bid forms, data sheets and submit all supplementary information will lead to the bidder being considered non-responsive and therefore not considered for the award of the contract.
- All bids submitted should remain valid for 90 days after the bid closing date.
- The Endumeni Local Municipality is not bound to accept the lowest or any bidder.
- Prospective Bidders are required to attend a **COMPULSORY** Bid briefing and site inspection meeting with the Municipality representatives at the Municipality Council Chamber Room 46, 64 Victoria Street, Dundee on **Wednesday, 02 February 2022 @ 12H00 pm**. For technical enquiries, contact the Mr. N. Khoza on 034 212 2121.
- All Bidders must ensure that the following documents are attached to their Bid:
 - ✓ Valid Tax Clearance Certificate with TAX Pin
 - ✓ Company registration documents
 - ✓ Original certified copy of Director(s) Identity documents not older than 3 months
 - ✓ Central Database Report (CSD)
 - ✓ Statement of municipal rates not older than 3 months/ Signed Lease agreement/ Proof of address for those residing in rural areas
 - ✓ Certified copy of B-BBEE certificate (Sanas Approved) or B-BBEE sworn-affidavit
 - ✓ CIDB 4EP PE or Higher with CRS number
 - ✓ Letter of Good Standing (COIDA)

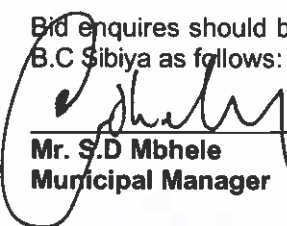
BID CLOSING DATE

Completed bids in sealed envelopes clearly marked **BID NO: B08/2021-22: ELECTRIFICATION OF FORESTDALE/DLAMINI FOR 217 CONNECTIONS IN WARD 6&4** must be placed in the bid box at the Endumeni Local Municipality offices, 64 Victoria Street, Dundee, on or before **14:00 on Thursday 10 FEBRUARY 2022** when bids will be opened in public shortly afterwards.

Bids may only be submitted on the bid documentation issued. Retyping of the bid document or any part thereof is not permitted. Late, incomplete, electronic, telegraphic, telexed, faxed bids will not be considered.

BID ENQUIRES

Bid enquires should be directed to Supply Chain Management Office, Ms S Mkhize, Mr C Nkosi or Mr B.C Sibiba as follows: 034 – 212 2121


Mr. S.D Mbhele
Municipal Manager

Notice No:05/2022



ENDUMENI LOCAL MUNICIPALITY

INVITATION TO BID BID REFERENCE NO: B08/2021-22

FORESTDALE / DLAMINI ELECTRIFICATION FOR 217 CONNECTIONS IN WARD 6 AND WARD 4 (CIDB CATEGORY: 4EP PE OR HIGHER)

PROCUREMENT DOCUMENT

Name of Tenderer _____

Telephone Number _____

Fax Number _____

Address _____

Tender Sum _____

B-BBEE Level _____

CSD Reg. No _____

CRS No _____

SARS Pin _____

CLOSING DATE OF THE BID: 10 FEBRUARY 2022 AT 14H00
AT THE OFFICES OF ENDUMENI MUNICIPALITY,
64 VICTORIA STREET, DUNDEE, 3000

NO LATE SUBMISSIONS WILL BE CONSIDERED

TEL: (034) 212 2121
FAX: (034) 212 3856

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Endumeni Municipality

CONTRACT NO: B08/2021-22

FORESTDALE DLAMINI ELECTRIFICATION for 271 CONNECTIONS in WARD 06 AND WARD 04

PROCUREMENT DOCUMENT

FOREWORD

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

The TENDER consists of two parts, namely:

- **T1: Tendering Procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be returned by the Tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the Employer.

The CONTRACT consists of seven parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data;**
- **C3: Scope of Work**
- **C4: Project Specification**
- **C5: Particular Specification**
- **C6: Site Information;** and
- **C7: Annexures** (that may have a bearing on the contract).

Each part or volume is preceded by its own table of contents.

SUMMARY FOR TENDER OPENING PURPOSES

[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]

Name of Contractor submitting the tender:.....

Tender amount *(as stated in the Form of Offer)*: R.....

Alternative Tender offered? (Yes / No)

If "Yes" state amount: R

Specified Time for Completion: 10 months

Alternative Time for Completion offered? (Yes / No)

If "Yes", state time offered

Details of contact person:

Name *(Print)*:

Telephone No: Fax No:

E-mail address:

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

SIGNATURE:

(Of person authorised to sign the tender)

TENDER

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

T1: TENDERING PROCEDURES

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T1.2 TENDER DATA

T1.1: TENDER NOTICE AND INVITATION TO TENDER



ENDUMENI MUNICIPALITY

Bids are hereby invited in terms of section 18(a) of the Endumeni Municipality Supply Chain Management Policy together with section 83 of the Municipal Systems Act, No.32 of 2000, as amended and read together with sections 110,111 and 112 of the Municipal Finance Management Act No.56 of 2003 for:

FORESTDALE DLAMINI ELECTRIFICATION FOR 217 CONNECTIONS

TENDER NUMBER	CIDB GRADING REQUIREMENTS	EVALUATION CRITERIA	DOCUMENT AVAILABILITY DATE UPON RESERVATION	DATE AND TIME OF BRIEFING AND COMPULSORY SITE INSPECTION	BID DOCUMENT PRICE	CLOSING DATE AND TIME
B08/2021-22	4EP PE or Higher	Functionality and 80/20	27 JANUARY 2022	02 FEBRUARY 2022,12h00 PM @Endumeni Council Chamber	R500.00 per document	10 FEBRUARY 2022@ 14H00 PM

TENDER DOCUMENTS

Tender documents will be obtainable from the office of SCM Unit, Mr M Nkosi on 034 212 2121 during office hours. A non-refundable deposit of R500.00 cash or guaranteed cheque per document will be payable in favour of Endumeni Municipality before obtaining a tender document. Please note that no Bid documents will be issued after the site inspection date.

TENDER ENQUIRIES

All technical enquiries about the bid shall be directed to Endumeni Electrical Manager Mr N Khoza on (034) 212 2121 and employer's agent Mr. Siyabonga Masondo from BTMN Engineers (Pty) Ltd on 031 702 9651 or e-mail siyabonga@btmn.co.za

SUBMISSION OF TENDERS

Tenders must be enclosed in a sealed envelope, addressed to the Municipal Manager, Endumeni Municipality and clearly marked: **TENDER NUMBER: B08/2021-22, FORESTDALE/DLAMINI ELECTRIFICATION FOR 217 CONNECTIONS** and the bidders name and details. Tenders must be deposited in the tender box at the foyer of Endumeni Municipality offices on 64 Victoria Street, Dundee, 3000 on or before **14h00pm on the 10th of February 2022** and no late or faxed tenders will be considered.

T1.2 TENDER DATA

Endumeni Municipality does not bind itself to accept the lowest of any tender and reserves the right to accept the whole or any part of the tender.

The minimum specifications are detailed in the Tender Document. Tenderers should be registered and have CIDB contractor grading designation of **4EP PE or Higher** and appropriate experience in MV/LV electrical construction.

NB:

- ✓ **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**
(As defined in Regulation 1 of the local government: Municipal Supply Chain Management Regulations)
- ✓ **Only Tenderers who employ project staff to adhere to EPWP requirements are eligible to submit tenders.**
- ✓ **Only offers from Bidders who is currently registered on the Eskom Vendor database as an Electrification Construction Service Provider will be legible.**

Mr. S.D. Mbhele
Municipal Manager

Date

T1.2 TENDER DATA

MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B08/2021-22	CLOSING DATE:	10 FEBRUARY 2022	CLOSING TIME:	14H00PM
DESCRIPTION	FORESTDALE DLAMINI ELECTRIFICATION for 217 CONNECTIONS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
64 VICTORIA STREET					
DUNDEE					
3000					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ 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					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT		DEPARTMENT			
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			

T1.2 TENDER DATA

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:.....

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

DATE:.....

T1.2 TENDER DATA

T1.2: TENDER DATA

T1.2.1: STANDARD CONDITIONS OF TENDER

- The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender. This document is obtainable separately.
- The Tender Data make several references to the Standard Conditions of Tender for details that apply specifically to this tender. The Tender Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.
- The Municipality may request clarity pertaining the Proposal / response if its not clear
- Presentation may be required for Clarity purposes
- The Municipality may request for a price negotiation when necessary
- Use of correction pen is prohibited
- The Municipality may request price confirmation on goods / material that has price fluctuation and service providers must respond within the stipulated time
- **The municipality reserves the right to nominate a local SMME to subcontract on the project to the value of R 324 815.40 inclusive of VAT. The scope of work for the mentioned amount shall be discussed between the appointed main contractor and the subcontractor.**

The clause and sub-clause in the Standard Condition of Tender are prefixed with letter F which refer to Annex F of SANS 294

Clause No.

F.1.1 GENERAL

F.1.1 Actions

The Employer and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender documents

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3 Interpretation

F.1.3.1 The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the Conditions of Tender.

F.1.3.2 These Conditions of Tender, the Tender Data and tender schedules which are only required for tender evaluation purposes, will not form part of any contract arising from the invitation to tender.

F.1.4 Communication and Employer's agent

Each communication between the Employer and a Tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer will not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's agent are stated in the Contract Data.

T1.2 TENDER DATA

F.1.5 The Employer's right to accept or reject any tender offer

F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer will not accept or incur any liability to a Tenderer for such cancellation and rejection, but shall give reasons for such action.

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the Employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

F.2 TENDERER'S OBLIGATIONS

The Tenderer shall comply with the obligations hereafter:

F.2.1 Eligibility

Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.

F.2.2 Cost of tendering

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Tender Offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Tender Offer, copies of the latest versions of Standards, Specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data if necessitated as a result of the addenda.

T1.2 TENDER DATA

F.2.7 Site visit and clarification meeting

Attend the compulsory site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Tender Data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of tenders stated in the Tender Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Tender Offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices all duties, taxes, except value-added tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time for submission of tenders stated in the Tender Data.

F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or alterations or additions necessary to correct errors made by the Tenderer. All signatories to the Tender Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Tender Offers

F.2.12.1 Submit alternative Tender Offers only if a main Tender Offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative Tender Offer is to be submitted with the main Tender Offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a Tender Offer

T1.2 TENDER DATA

- hr/>
- F.2.13.1 Submit a Tender Offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.
- F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in **black ink**.
- F.2.13.3 Submit the Tender Offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English.
- F.2.13.4 Sign the original (and all copies, if applicable) of the Tender Offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatory is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.
- F.2.13.5 Seal the original (and each copy, if applicable) of the Tender Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.
- F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Tender Offer if the outer package is not sealed and marked as stated.
- F.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as being non-responsive.
- F.2.15 Closing time**
- F.2.15.1 Ensure that the Employer receives the Tender Offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Tender Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.
- F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of the Conditions Tender apply equally to the extended deadline.
- F.2.16 Tender Offer validity**
- F.2.16.1 Hold the Tender Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.
- F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.
- F.2.17 Clarification of Tender Offer after submission**
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T1.2 TENDER DATA

Provide clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Tender Offer should be sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

F.2.18 Provide other material

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

F.2.18.2 Dispose of samples of materials, where required.

F.2.19 Inspections, tests and analyses

Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Tender Data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

T1.2 TENDER DATA

F.3 EMPLOYER'S UNDERTAKINGS

The Employer undertakes to:

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until 7 days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who drew documents.

F.3.3 Return late Tender Offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the public meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Tender Offer only.

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed.

Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

T1.2 TENDER DATA

F.3.6	Non-disclosure
	Not to disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Tender Offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
F.3.7	Grounds for rejection and disqualification
	Determine whether there has been any effort by a Tenderer to influence the processing of Tender Offers and instantly disqualify a Tenderer (and his Tender Offer) if it is established that he engaged in corrupt or fraudulent practices.
F.3.8	Test for responsiveness
F.3.8.1	Determine, on opening and before detailed evaluation, whether each Tender Offer properly received: (a) complies with the requirements of the Conditions of Tender; (b) has been properly and fully completed and signed, and (c) is responsive to the other requirements of the tender documents.
F.3.8.2	Regard a responsive tender as one that conforms to all the items, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work; (b) change the Employer's or the Tenderer's risks and responsibilities under the contract, or (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
F.3.8.3	Reject a non-responsive Tender Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
F.3.9	Arithmetical errors
	1. Check responsive Tender Offers for arithmetical errors, correcting them in the following manner: (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. (b) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. (c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices. 2. Consider the rejection of a Tender Offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in above.
F.3.10	Clarification of a Tender Offer
	Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the Tender Offer.

T1.2 TENDER DATA

F.3.11 Evaluation of Tender Offers

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender Offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the Tender Data and described as methods 1, 2, 3 and 4.

F.3.11.2 Method 1: In the case of a Financial Offer:

- (a) Rank Tender Offers from the most favourable to the least favourable comparative offer.
- (b) Recommend the highest ranked tenderer in terms of evaluation for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.3 Method 2: In the case of a Financial Offer and Preferences:

- (a) Score tender evaluation points for each Financial Offer.
- (b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (c) Calculate total tender evaluation points
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.4 Method 3: In the case of a Financial Offer and Quality:

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Calculate the total tender evaluation points.
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

F.3.11.5 Method 4: In the case of a Financial Offer, Quality and Preferences:

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (d) Calculate total tender evaluation points.
- (e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (f) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

T1.2 TENDER DATA

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.6.1 Scoring financial offers

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

$$Nfo = W1 \times A$$

Where Nfo = is the number of tender evaluation points awarded for the financial offer;

W1 = is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data;

A = is the number calculated using the formula and option described in table below as stated in the tender data.

FORMULAE FOR THE VALUE OF A

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1+(P-Pm) / Pm]$	P/Pm
2	Lowest price or percentage commission/fee	$[1-(P-Pm) / Pm]$	Pm/P

Pm = is the comparative offer which is the most favourable

P = is the comparative offer of the tender under consideration

F.3.11.6.2 Scoring quality

Score quality in each of the categories in accordance with the Tender Data and calculate the goal score for quality.

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

F.3.13 Acceptance of Tender Offer

F.3.13.1 Accept the Tender Offer only if the Tenderer complies with the legal requirements, if any, stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his Tender Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderers

T1.2 TENDER DATA

After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their Tender Offers have not been accepted.

F.3.15 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- (a) addendum issued during the tender period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Tenderer, and
- (d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the Contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

T1.2 TENDER DATA

T1.2.2: TENDER DATA

1. GENERAL

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

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

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

Clause No.

F.1.1 The Employer is Endumeni Municipality.

F.1.2 **Tender Document**

(a) The Tender Document issued by the employer consist of the following:

TENDER

T1: Tendering Procedures

T1.1: Tender Notice and Invitation to Tender
T1.2: Tender Data

T2: Returnable Documents

T2.1: List of Returnable Documents
T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance
C1.2: Contract Data
C1.3: Form of Guarantee
C1.4: Agreement with adjudicator
C1.5: Agreement in terms of the OHSA No 85 of 1993

Part 2: Pricing Data

C2.1: Pricing Instructions
C2.2: Bill of Quantities

Part 3: Scope of Work

C3: Scope of Work

Part 4: Project Specification

Part 5: Particular Specification

Part 6: Site Information

C6: Site information

Part 7: Annexures

C7: Annexures

(b) Drawings.

(c) "General Conditions of Contract for Construction Works – 2nd Edition 2010 issued by the South African Institution of Electrical Engineering. (Short title "General Conditions of Contract 2010"). This document is obtainable separately, and Tenderers shall obtain their own copies.

T1.2 TENDER DATA

- (d) **“Standard Specifications for Electrical and Industrial Works Association” ECA 2009 Edition.** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (e) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (f) In addition Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in the this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,

The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4

The Employer’s agent is:

Name : BTMN Engineers (Pty) Ltd
Address : 50 West Riding Row, Office No. 08,
West Riding Offices,
Sherwood, Durban, 4091
Tel. : 031 702 9651
Fax: 086 236 1817
E-mail address: siyabonga@btmn.co.za

F.2.1

Eligibility

A Tenderer will not be eligible to submit a tender if:

- (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes and contributions required in terms of legislation applicable to the work in the contract.

T1.2 TENDER DATA

Only those Tenderers who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation 4EP PE OR Higher as defined in the

Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.

Joint ventures are eligible to submit tenders provided that:

- (g) every member of the joint venture is registered with the CIDB;
- (h) The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation stated above.

F.2.7 Site visit and Clarification

The arrangements for the compulsory clarification meeting and site inspection are as follows:

Location / venue: at Endumeni Municipality offices (Council Chamber)

Date: **02 FEBRUARY 2022, starting time: 12H00 PM**

Enquiries regarding the meeting and site inspection may be directed to:

Name: Mr. Siyabonga Masondo
Tel.: (031) 702 9620

F.2.12 Alternative tenders

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

- (a) Individual items
Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form L: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.
- (b) Alternative designs
Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:
 - (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered;
 - (ii) Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.

T1.2 TENDER DATA

- (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
- Changes in design parameters ordered by the Engineer;
 - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.
- (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
- (v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered

F.2.13 Submitting a Tender Offer

F.2.13.1 Tender Offer to provide the whole works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

F.2.13.3 Tender offers shall be submitted as an original only.

F.2.13.5 Delivery of Tender

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Physical address: Endumeni Municipality, 64 Victoria Street, Dundee, 3000

Identification details: **FORESTDALE DLAMINI ELECTRIFICATION for 217 CONNECTIONS in WARD 6 AND 4**

Contract No: B08/2021-22

F.2.3.5 A two-envelope procedure will not be followed.

F. 2.15 Closing Time

The closing time for submission of Tender Offers is **14h00 PM, on 10 FEBRUARY 2022**

Telephonic, telegraphic, telex, electronic or e-mailed tenders will not be accepted.

F. 2.16 Tender validity

The Tender Offer validity period is **90** days from the closing time for submission of tenders.

F.2.19 Inspection, tests and analysis

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

T1.2 TENDER DATA

F.2.22 Return of Tender Documents

Not applicable.

F.2.23 Certificates

The following certificates must be provided with the tender:

1. Valid Tax Clearance Certificate
2. Company / CC / Trust / Partnership registration certificates
3. ID certificate(s) of all directors, members and/or shareholders
4. An original valid Tax clearance and Pin issued by the South African Revenue Services
5. VAT Registration Certificate
6. Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
7. Skills Development Levy Certificate
8. Joint venture agreement and power of attorney in case of joint ventures.
9. Contractors CIDB registration certificate.
10. Exempted Micro Enterprises (EMEs) must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.
11. Originally certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS
12. Detailed CSD Registration report

F.3.11 Evaluation of Tender Offers

F.3.11.1 The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Quality and Preferences.

F.3.11.5 Method 4: Financial Offer, Quality and Preferences

- a) The procedure for the evaluation of responsive tenders is Method 4 (Financial Offer, Quality and Preferences) and Quality will be evaluated prior to financial, and Preference as follows:

Functionality/quality: tender must achieve at least 60% in order to qualify for the second stage. The 80/20 scoring will apply.

The points associated with the comprehensive proposal will be awarded as reflected in the following table.

T1.2 TENDER DATA

Key aspect of criterion	Basis for points allocation	Score	Max. Points	Verification Method
Experience of the Bidder (Name of traceable reference with contact details to be included for verification)	Five Points will be allocated for each Completed Electrification Project. Tenderers to submit a letter of appointment and the completion Certificate. If extension of time was granted; the contractor should submit a letter of approval for extension of time.	25	25	Each project with appointment letter and completion certificate will give the bidder 5 points.
Qualifications and experience of site agent	National Diploma in Electrical Engineering or N6 plus Trade test from the University of Technology with 6-10 years' experience or NQF 6.	15	15	Certified Copy of Qualification and CVs to be attached
	National Diploma in Electrical Engineering or N6 plus Trade test from the University of Technology with 5 years' experience or NQF 5	10	10	Certified Copy of Qualification and CVs to be attached
Health and safety Officer	Relevant Tertiary Qualification: Accredited Health & safety compliance certificate. 5 years and above experience	15	15	Certified Copy of Health and safety Officer certificates to be attached.
Experience of foreman	5 years and above experience in electrification projects and must have a Certificate for Working on Overhead Lines, and be in possession of Supervisory Skills Certificate and Bulk Cabling Project Experience.	10	10	Curriculum Vitae and Certified Certificates to be attached
	3 – 4 years of experience in electrification projects and must have a Certificate for Working on Overhead Lines, and be in possession of Supervisory Skills Certificate and Bulk Cabling Project Experience.	10	10	Curriculum Vitae and Certified Certificates to be attached
Construction Method Statement (relevant to the tendered project- 3-5 pages) The method statement must include the following sub-headings: Approach Method, Time Frames, Activities (in construction sequence), Construction Administration, Quality, OHS & Risk Management, Health and Safety	Method statement met all the requirements.	10	10	Brief (3 – 5 Pages)
	Acceptable method statement. Only provided limited information	5	5	Brief (3 – 5 Pages)

T1.2 TENDER DATA

Criteria 2: Financial Resources		
Financial Status (Bank Ratings)	10	
Note: Tenderers are required to attach a Bank Rating Certificate from a Registered Financial Institution on Returnable Documents.		
Undoubted for the amount of your enquiry (Code A)	10	
Good for the amount of your enquiry (Code B)	6	
Good for the amount quoted, if strictly in the way of business (Code C)	5	
Fair trade risk for the amount of your enquiry (Code D)	3	
Figures considered too high (Code E)	2	
Financial position unknown (Code F)	0	
Occasional dishonors (Code G)	0	
Frequent Dishonors (Code H)	0	
Total	100	

Functionality / quality: tender must achieve at least 60% (60/100) in order to qualify for the next stage. The 80/20 scoring will apply.

Third stage of the Evaluation: preferential Procurement Points

NB: It is compulsory for a bidder to score not less than 50% per segment in the above table. Even if the bidder has scored the 60% of threshold but scores less than 50% on one or more of the segments above the bidder will be non-responsive

The points associated with the comprehensive proposal will be awarded as reflected in the following the above table.

- b) Tenderers qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive tenders (Price and preferences). The weighting of tender price and preferences of the tenderer will be done by way of a point system:

For Contracts not exceeding a potential value of R 150 000 000-00

- 80 points are assigned to price; and
- 20 points are assigned to preferences.

The total points for Price and preferences must add up to 100 points. The financial offer will be scored using formula:

The financial offer will be scored in terms of Formula 2, Option 2 of SANS 294: 2004, which reads as follows (refer to clause F.3.11.6.1):

T1.2 TENDER DATA

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

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

Eligibility for preference points is subject to the following conditions:

- a) A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and
- b) The scorecard shall be submitted as a certificate attached to Returnable Schedule L; and
- c) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and
- d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and
- e) Compliance with any other information requested to be attached to Returnable Schedule L.

Total Scores for Financial and Preference

The points scored for a tenderer in respect of Price must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of the KwaZulu-Natal Department of Transport.

F.3.12 Acceptance of Tender Offer

F.3.12.1 Tender Offers will only be accepted on condition that:

- (a) The tender offer is signed by a person authorised to sign on behalf of the Tenderer;
- (b) A price is entered against each item in the schedule 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 "indicated" or "provided elsewhere" is entered will deem the tender invalid.
- (b) A valid Tax Clearance Certificate is included with his tender;
- (c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his tender submission;
- (d) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;
- (e) The Tenderer or a competent authorised representative of the Contractor who

T1.2 TENDER DATA

submitted the tender has attended the compulsory clarification meeting or site inspection.

- (f) The Contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders.
- (g) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his tender submission.
- (h) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges
- (i) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (j) The tenderer has not:
 - (i) Abused the Employer's Supply Chain Management System; or
 - (ii) Failed to perform on any previous contract and has been given a written notice to this effect.

F.3.13

Copies of Contract

The number of paper copies of the signed contract to be provided by the Employer is ONE.

CONTENT

SCM EVALUATION COMPLIANCE

SCM COMPLIANCE ANNEXURE: A

- Attach proof that you are registered on Central Suppliers Database (CSD)

SCM COMPLIANCE ANNEXURE: B

- Attach Valid BBBEE certificate certified or original or sworn affidavit

SCM COMPLIANCE ANNEXURE: C

- Sign MBD 1, 4, 5, 6.1, 6.2, 8 & 9

SCM COMPLIANCE ANNEXURE: D

- Attach Updated Municipal rates statement for the company not in arrears for more than 60 days / Valid lease agreement together with the latest letter from the landlord confirming rent is up to date on or recent statement / affidavit when you operate at Home

SCM COMPLIANCE ANNEXURE: E

- Attach Certificate of Authority" to sign all documents in connection with this Tender and any contract or agreement which may arise therefrom, duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached and must be on a Company letter head

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

CONTENT

T2.1 LIST OF RETURNABLE DOCUMENTS

The following valid information is required in the submission and will form part of the evaluation considerations:

- Company profile and experience on similar projects (previous work completed with contact details of references)
- Proof of professional registration (where applicable)
- Valid Tax Clearance certificate with verification pin
- Company registration document or certifies copy of ID if sole trader not older than 3 months
- Certified copy of a valid BBBEE certificate with SANAS logo or an affidavit
- Proposed implementation plan and item duration
- Outline of methodology
- Form of proposal offer
- Proof of municipal accounts not older than 3 months or a letter from the landlord stating that rent paid is up to date and includes municipal accounts
- Detailed CSD report

F.312.2 Special Bid Conditions

- Bids submitted are to hold good for a period of 90 (ninety) days and must be inclusive of VAT
- This bid will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and for this purpose the enclosed forms MBD 4, MBD 5, MBD 6.1, MBD 6.2, MBD 8 and MBD 9 must be scrutinized, completed, and submitted together with your bid.
- **NB: No bid will be considered from persons in the service of the state**
- The council does not bind itself to accept the lowest or any bid reserves the right to accept the bid as whole or in part, at the rates quoted
- Only locally manufactures produced goods that meet the stipulated minimum threshold for local production and content as determined by DTI will be considered for acceptance. Any tender that doesn't meet the minimum threshold is an unacceptable tender.
- Failure to comply with the above-mentioned conditions may invalidate your offer

T2.1: LIST OF RETURNABLE DOCUMENTS

T2.2 RETURNABLE SCHEDULES AND FORMS

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES.

- A. PROOF OF CSD AND CIDB REGISTRATION
- B. B-BBEE STATUS LEVEL VERIFICATION
- C. VALID TAX CLEARANCE CERTIFICATE AND VERIFICATION PIN
- D. MBD4, 5, 6.1, 6.2, 8 & 9
- E. MUNICIPAL SERVICES FOR THE COMPANY
- F. MUNICIPAL SERVICES FOR THE DIRECTORS
- G. CERTIFICATE OF AUTHORITY
- H. CERTIFICATE OF SITE ATTENDANCE MEETING
- I. COMPULSORY ENTRPRISE QUESTIONNAIRE
- J. RECORD OF ADDENDUM TO TENDER COCUMENT
- K. COMPANY RESITRATION DOCUMENTS AND ID
- L. PLANT AND EQUIPMENT
- M. EXPERIENCE TO TENDERER
- N. PRESENT COMMITMENTS
- O. PROPOSED SUBCONTRACTORS
- P. KEY PERSONNEL
- Q. CURRICULUM VITAE OF KEY PERSONNEL
- R. PRELIMINARY PROGRAMME
- S. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- T. CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
- U. TENDER'S FINANCIAL STANDING
- V. FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- W. CONSTRUCTION METHOD STATEMENT
- X. SKILLS DEVELOPMENT LEVY CERTIFICATE
- Y. WORKMENS COMPENSATION REGISTRATION CERTIFICATE
- Z. UNEMPLOYMENT INSURANCE FUND CERTIFICATE

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive. The same applies to the Preferential Procurement Schedule.

.....
Signature

.....
Date

(of person authorised to sign on behalf of the Tenderer)

ANNEXURE A: PROOF OF CSD AND CIDB REGISTRATION

[The Tenderer shall attach hereto the Contractor's Proof of Registration with CSD and CIDB].

.....

Date

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T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE B: B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

[The Tenderer shall attach hereto the Contractor's Proof of Certified B-BBEE Certificate or Sworn Affidavit].

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

ENDUMENI LOCAL MUNICIPALITY

Contract No: B08/2021-22.: -----

Forestdale Dlamini Electrification Project 217 connections

RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE C: VALID TAX CLEARANCE CERTIFICATE WITH VERIFICATION PIN

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE D: MBD 4, 5, 6.1, 6.2, 8 & 9

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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, hareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

¹MSCM 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);

T2.1: LIST OF RETURNABLE DOCUMENTS

- (e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars
.....

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

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

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

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

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

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

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

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

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

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

T2.1: LIST OF RETURNABLE DOCUMENTS

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

Full Name	Identity Number	State Employee Number	Owner of the Company (yes / no)	Share percentage on the Company

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 5

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

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

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

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

* Delete if not applicable

***YES / NO**

.....

.....

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

***YES / NO**

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

T2.1: LIST OF RETURNABLE DOCUMENTS

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

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?
***YES / NO**

***YES / N**

4.1 If yes, furnish particulars

.....
.....

T2.1: LIST OF RETURNABLE DOCUMENTS

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R150 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R150 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R150 000 000 (all applicable taxes included) and therefore the ...80/20.. preference point system shall be applicable;
or

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

P_{min} = Price of lowest acceptable bid

T2.1: LIST OF RETURNABLE DOCUMENTS

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

T2.1: LIST OF RETURNABLE DOCUMENTS

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

T2.1: LIST OF RETURNABLE DOCUMENTS

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 B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

T2.1: LIST OF RETURNABLE DOCUMENTS

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 6.2

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

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

T2.1: LIST OF RETURNABLE DOCUMENTS

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

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

T2.1: LIST OF RETURNABLE DOCUMENTS

Description of services, works or goods Stipulated minimum threshold

New Transformer 100kVA,11kV/230V	90%
New Transformer 200kVA,11kV/415V	90%
Cables	90%
Household prepaid meters	70%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated

T2.1: LIST OF RETURNABLE DOCUMENTS

minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....**Endumeni Municipality**.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) indicated below has been calculated using the

T2.1: LIST OF RETURNABLE DOCUMENTS

formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

T2.1: LIST OF RETURNABLE DOCUMENTS

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.

(C2) Tender description:

(C3) Designated product(s)

(C4) Tender Authority:

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

Pula

EU

GBP

(C7) Specified local content %

Note: VAT to be excluded from all calculations

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total tender value R 0

Signature of tenderer from Annex B

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

Date:

(C25) Average local content % of tender

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MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

T2.1: LIST OF RETURNABLE DOCUMENTS

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

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ 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.

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

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE E: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
FOR THE COMPANY

[Recent statement / letter from the landlord confirming rent is up to date or recent statement from landlord].

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE F: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
FOR THE DIRECTORS

[Recent statement / letter from the landlord confirming rent is up to date or recent statement from landlord].

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE G: CERTIFICATE OF AUTHORITY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20.....,

Mr/Ms, acting in the capacity of, was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading ashereby authorize Mr/Ms,

acting in the capacity of, to sign all

documents in connection with the tender for Contract No: B08/2021-22: B08/2021-22 and

any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

T2.1: LIST OF RETURNABLE DOCUMENTS

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

.....

hereby authorise Mr./Ms ,

acting in the capacity of , to sign all

documents in connection with the tender for Contract No: B08/2021-22: B08/2021-22
..... and any

contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms....., authorized signatory of the company,
..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No: B08/2021-22: B08/2021-22and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note : This certificate is to be completed and signed by all of the key partners upon whom

T2.1: LIST OF RETURNABLE DOCUMENTS

rests the direction of the affairs of the Partnership as a whole.

(V) **CERTIFICATE FOR SOLE PROPRIETOR**

I,, hereby confirm that I am the sole
owner of the business trading as.....

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE H: CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that (*tenderer*)

.....

of (*address*)

..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at Endumeni Municipality offices on the **02 FEBRUARY 2022** starting at **12H00 PM**

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:



Municipality Stamp

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE I: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1. Name of enterprise: _____

Section 2. VAT registration number, if any: _____

Section 3. CIDB registration number, if any: _____

Section 4. Particulars of sole proprietors and partners in partnerships.

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than three partners.

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. Record in the service of the state

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

- | | |
|---|---|
| ☐ a member of any municipal council | ☐ 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 any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Provinces | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

T2.1: LIST OF RETURNABLE DOCUMENTS

Name of sole proprietor, partner, directors, manager, principal share holder or stake holder	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* Insert separate page if necessary.

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

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

- | | |
|---|---|
| ☐ a member of any municipal council | ☐ 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 any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Provinces | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

T2.1: LIST OF RETURNABLE DOCUMENTS

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

* Insert separate page if necessary.

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

- authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other persons, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combatting of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- confirms that I/we am/are not associated, linked or involved with any other tendering entities submitting tender offers and have 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; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

Name: _____

Position: _____

Enterprise name: _____

ANNEXURE J: RECORD OF ADDENDUM TO TENDER DOCUMENTS

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

.....

Signature	Date
<i>(of person authorised to sign on behalf of the Tenderer)</i>	

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE K: CERTIFIED COMPANY REGISTRATION CERTIFICATE AND
OWNERSHIP ID DOCUMENT**

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE L: PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

Note: Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

T2.1: LIST OF RETURNABLE DOCUMENTS

1 Authorized Persons**1.1 High Voltage Authorization**

Name	ID Number	Permit Expiry	Permit/Certificate Date / No

1.2 LV Switching

Name	ID Number	Permit Expiry	Permit/Certificate Date / No

2 Eskom Mersey Accredited Linesman:

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

team No	Name	ID Number	Permit Expiry	Permit/Certificate Date / No
1				
2				
3				
4				
5				

Important Note (Items 1 & 2):

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

3 Safety Representatives:

Name	ID Number	Course / Certificate

4 First Aiders

Name	ID Number	Course / Certificate

Item	Serial No	Calibration Certificate	Expiry

Make	Model	Registration No.

Note: By submitting bids, Bidders would be deemed as having confirmed permanent availability of the proposed staff should their bid be successful or undertake to propose alternative staff of equivalent experience to those originally listed should that not be the case. Failure to do this may result on the awarded bid being reviewed and the bidder may risk proposal being set aside.

.....

Signature	Date
-----------	------

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE M: EXPERIENCE OF TENDERER

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

The following is a statement of work of similar nature recently successfully executed by myself / ourselves

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required.

.....
Signature Date
(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE N: PRESENT COMMITMENTS

The following are list of contracts or tenders that I or we are currently committed to complete.

Employer and Contract Description	Contract Amount	Duration and Completion Date	Consulting Engineer

Signature:..... Date:
(of person authorised to sign on behalf of the Tenderer)

ANNEXURE O: PROPOSED SUBCONTRACTORS

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

.....

Signature	Date
-----------	------

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE P: KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Plant Operators						
Unskilled Workers						
Others:.....						

.....
Signature Date
(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE Q: CURRICULUM VITAE OF KEY PERSONNEL

SITE AGENT	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to required services:	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Date:.....

Signature:.....

The tenderer must countersign indicating agreement with the contents of this form.

Date:

Signature of Tenderer:

T2.1: LIST OF RETURNABLE DOCUMENTS

FOREMAN	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to required services:	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Date:

Signature:

The tenderer must countersign indicating agreement with the contents of this form.

Date:

Signature of Tenderer:

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE R: PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE S: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer, desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts. as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

*[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

*[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*

T2.1: LIST OF RETURNABLE DOCUMENTS

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced]

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE T: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorised by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**
(* = delete whatever is not applicable)
4. Details of resources I propose;

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

T2.1: LIST OF RETURNABLE DOCUMENTS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided?
 - (ii) When will training be undertaken?
 - (iii) List the positions to be filled by persons to be trained or hired:
.....
.....
.....
- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
- Name of proposed subcontractor:
- Qualifications or details of competency of the subcontractor:
.....
.....
.....
5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

.....
Signature Date

(of person authorised to sign on behalf of the Tenderer)

ENDUMENI LOCAL MUNICIPALITY

Contract No: B08/2021-22.: -----

Forestdale Dlamini Electrification Project 217 connections

RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

CONTRACTOR'S SAFETY PLAN

[The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form J and in T2.1]

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE U: TENDERER'S FINANCIAL STANDING

In terms of Clause 9.2 of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (*at bank*):

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE V: FORM OF INTENT TO PROVIDE A PERFORMANCE
GUARANTEE**

[The Tenderer must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE X: SKILLS DEVELOPMENT LEVY CERTIFICATE

[The Tenderer's Skills Development Levy Certificate to be inserted here].

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE Y: WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

[The tenderer's Workmen's Compensation Registration Certificate or proof of payment of contributions to be inserted here].

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE Z: UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION
CERTIFICATE**

[The Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here].

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

ENDUMENI LOCAL MUNICIPALITY

Contract No: B08/2021-22.: -----

Forestdale Dlamini Electrification Project 217 connections

RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE AA: PROOF OF TENDER PURCHASE

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

T.2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT THAT WILL BE INCORPORATED INTO THE CONTRACT

PREFERENTIAL PROCUREMENT DECLARATION AFFIDAVIT

IMPORTANT NOTES:

1. *Tenderers with annual total revenue of R5 Million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.*
 2. *Tenderers other than Exempted Micro Enterprises must submit an Original or certified copy of a Valid B-BBEE status level verification certificate substantiating their B-BBEE rating.*
 3. *Submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.*
 4. *These certificates must be submitted by each Tenderer and, in the case of a Consortium or Joint Venture, by every member of the Consortium or Joint Venture. Any subcontractor(s) nominated for participation in the contract must also submit these certificates.*
 5. *False documents and/or information will invalidate the tender.*
 6. *The B-BBEE status level attained by the tenderer must be used to determine the number of points contemplated in the table below.*
 7. *The said certificates are essential and vital for the evaluation of the tender, and failure to submit these certificates will prejudice the tender and may invalidate it at the discretion of the Employer.*
 8. *The information for registration as in the possession of the ENDUMENI MUNICIPALITY will apply.*
 9. *It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.*
-

T2.1: LIST OF RETURNABLE DOCUMENTS

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)

BALANCED SCORECARD 2:

(80/20 PREFERENCE POINT SYSTEM)

For competitive bids/price quotations with a Rand value above R150 000 000, 00

Status Level of contributor	Scorecard	Preference Points based on scorecard (80/20 System)	Tick Score Claimed
1	≥ 100 points	20	
2	≥ 85 but < 100 points	18	
3	≥ 110 but < 85 points	14	
4	≥ 65 but < 110 points	12	
5	≥ 55 but < 65 points	8	
6	≥ 45 but < 55 points	6	
7	≥ 40 but < 45 points	4	
8	≥ 30 but < 40 points	2	
Non-compliant Contributor	< 30 points	0	

T2.2.3 PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER

- PERFORMANCE GUARANTEE T.85
- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION REGULATIONS 2003 T.87

1. Invalid Tenders

Tenders shall be invalid, and shall be endorsed and recorded as much as in tender opening records by responsible official (appointed by the Director: Supply Chain Management to pen the tenders) in the following instances:

1. If tender is not sealed:

1.2 The tender is not submitted on the Official Tender Offer:

1.3 If the tender is not completed in non-erasable ink:

1.4 If the tender offer and / or form of offer and acceptance has not been signed:

1.5 If the tender offer and/or form of offer and acceptance is signed but the tenderer is not stated, or is indecipherable: or

2. Non Responsive Tenders

Valid tenders will be declared non-responsive and eliminated from further evaluation if:

2.1 The tenderer has been in the register for the tender defaulters in terms of section 29 of the prevention and combating or corrupting activities act, 12 of 2004 or has been listed on national treasury database a person prohibited from doing business with the public sector.

2.2 The tenderer has been listed on the Endumeni Municipality registered of the tender and contract defaulters as contemplated in the Endumeni Municipality

2.3 The tenderer does not comply with the general conditions as set out in the Endumeni Municipality

2.4 The tenderer has not adhered to the instructions as per the price schedule.

2.5 The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).

2.6 The tenderer has failed to complete and/or sign the required declarations and /r authorizations.

3. Disqualified Tenders

The tender will be disqualified and eliminated from further evaluation if it fails to adhere to a written request (within the specified period set out in such request) to:

3.1 Comply with one or more of the provisions contained in the instruction to tenderers:

3.2 Comply with any other terms and conditions of the tender documentation after being called upon to do so:

3.3 Submit an original and valid tax clearance certificate from South African Revenue Services certifying that the taxes of the tenderer are in order or that suitable arrangements have been made with SARS.

PERFORMANCE GUARANTEE

Employer: *(name and address)*.....
.....
.....

Contract No: B08/2021-22:

(Contract title)

WHEREAS

(hereinafter referred to as "the Employer") entered into, on the day of 20....,
a Contract with
(hereinafter called "the Contractor") for (*CONTRACT TITLE*)
..... at

AND WHEREAS it is provided by said Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of the Contract by the Contractor;

AND WHEREAS(hereinafter referred to as the Guarantor)
has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,
do hereby guarantee to the Employer under renunciation of the benefits of division and excussion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 150%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

4. My/Our total liability in terms hereof shall be limited to the sum of R
(in words)
(10 % of the tender sum) which amount I/we agree to hold at your disposal.

5. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....

7. This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

IN WITNESS WHEREOF this guarantee has been executed by us aton this
..... day of20.....

Signature:

Duly authorized to sign on behalf of: (*Guarantor*)
.....

Address
.....

As witnesses:

1.
2.

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

***[This form must be completed and forwarded, prior to commencement of work on site, by
all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003,
to the office of the Department of Labour]***

1. (a) Name and postal address of Contractor:
.....
(b) Name of Contractor's contact person:
Telephone number:
.....
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name of client's contact person or agent:
Telephone number.....
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name of designer's contact person:
Telephone number.....
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1): Telephone number:
.....
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR:..... DATE:.....

CLIENT:..... DATE:.....

THE CONTRACT

CONTRACT

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C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

CONTRACT No.: B08/2021-22.:

Forestdale Dlamini Electrification Project 217 connections

The Tenderer, identified in the Offer Signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

R (In words.)

.....),

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

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

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Tenderer: (organisation):

Address:

.....

Telephone number: **Fax number:**

Witness:

Signature:

Name: (in capitals):

Date:

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

B. Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature:

Name: (in capitals)

Capacity:

Name of Employer (organisation)

Address:

.....

Witness:

Signature: **Name:**

Date:

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of tender.

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

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

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

1. **Subject:**
Details:

2. **Subject:**
Details:

3. **Subject:**
Details:

4. **Subject:**
Details:

5. **Subject:**
Details:

6. **Subject:**

Details:

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer:

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Tenderer:

.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

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

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

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

A. DATA TO BE PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REF. CLAUSE No	DATA BY EMPLOYER
1.1.1.13	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is 3 months measured from the Commencement Date, including special non-working days.
1.1.1.15	Name of Employer: ENDUMENI LOCAL MUNICIPALITY Address of Employer: Physical Address 64 Victoria Street Private Bag 2024 Dundee 3000 Telephone No: (034) 212 2121 Fax No: (034) 212 3856 E-mail: ndebeles@endumeni.gov.za
1.1.1.16	Name of Engineering Consultant: ELEMENT CONSULTING ENGINEERS (PTY) LTD Address of Engineering Consultant: 50 West Riding Row Office 08, West Riding Offices Sherwood, Durban, 4091 P.O. Box 47610 Greyville 4023. Telephone No: 031 702 9651 Fax No: 086 236 1817 E-mail: admin@btmn.co.za
3.1.3:	The Engineer is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.
5.3.1	The Contractor shall commence executing the Works within 14 days of the Commencement Date.
5.3.2	The documentation required before commencement with Works execution are: i) Health and Safety Plan (<i>Clause 4.3</i>) ii) Initial Programme (<i>Clause 5.6</i>) iii) Surety (<i>Clause 6.2</i>) iv) Insurance (<i>Clause 8.6</i>) v) Letter of good standing for and C.O.I.D.A (Workman's Compensation). vi) Proof of Notification for construction works to the Department of Labour

- 5.3.2 The documentation required before commencement with Works execution is to be submitted within 14 days of the Commencement Date.
- 5.8.1 The non-working days are Sundays.
- The special non-working days are the construction industry yearend break and the following statutory public holidays as declared by National Government:
- New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.
- The construction industry yearend break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.
- 5.13.1 The penalty for failing to complete the Works is R 11500 per calendar day.
- 5.16.3 The latent defects period is 1 year
- 6.2.1 The surety to be provided by the Contractor shall be:
Performance guarantee of 10% of the tender sum up to the issue of the certificate of completion.
- 6.5.1.2.3 The percentage allowance to cover overhead charges is 15%.
- 6.8.3 Price adjustment for variations in the cost of special materials is not allowed.
- Contract Price Adjustment will not be applicable.
- 6.10.1.5 The percentage advance on materials not yet built into the permanent works is 80%.
- 6.10.3 The percentage retention on the amounts due to the Contractor is 10%.
- The limit of retention money is 10% of the amount of the tender offer, excluding contingencies and VAT.
- A Retention Money Guarantee is permitted.
- 8.6.1.1.2 The value of materials supplied by the Employer to be included in the insurance sum is nil.
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 1 000 000.00.
- Special risk insurance issued by SASRIA is required.
- 8.6.1.3 The limit of indemnity for liability insurance is R5 000 000.00 (Five Million Rands only) for any single liability claim. Liability insurance shall include spread of fire risk.
- 10.4.2, 10.7.1 Failing Amicable Settlement and resolution by Adjudication, unresolved Disputes shall be referred to Arbitration.

B: DATA TO BE PROVIDED BY CONTRACTOR

**REF. CLAUSE
No**

DATA BY CONTRACTOR

1.1.1.9 **Name of Contractor:**

1.2.1.2 **Address of Contractor:**

Physical: Postal:

.....

.....

E-mail:

Telephone No: Fax No:

6.8.3 The variations in cost of special materials will be based on the following:

<u>Special Material</u>	<u>Unit</u>	<u>Rate or Price</u>
.....		
.....		
.....		
.....		

.....

.....

.....

.....

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

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case maybe, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered SCC followed in each case by the number of the applicable Clause or Sub-Clause in the General Conditions of Contract 2015, and the applicable heading.

An asterisk (*) placed next to an SCC sub clause number denotes the inclusion of an additional/new sub clause for which no equivalent appears in General Conditions of Contract 2015.

2. VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015), published by the South African Institution of Electrical Engineering, is applicable to this Contract.

1.1 DEFINITIONS

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

SCC1.1.16 The *Employers Agent* means: Element Consulting Engineers

SCC1.2.1 Add the following new sub-clauses to Sub-Clause 1.2.1:

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

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

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

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

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

a) which is at least two thirds Owned by one or more Previously Disadvantaged Individuals or, in the case of a company, at least two thirds of the shares are Owned by one or more Previously Disadvantaged Individuals; and

b) whose management and daily business operations are in the Control of one or more of the Previously Disadvantaged Individuals who effectively own it: provided, however, that the annual average turnover excluding Value Added Tax (VAT) and any turnover generated in respect of work performed by other parties in a joint venture or a consortium, of the business during the lesser of the period for which the business has been operating, or the previous three financial years, does not exceed:

1) R25 million in respect of contractors who generate more than 75% of their turnover as Prime Contractors;

2) R10 million in respect of contractor who generate less than 25% of their turnover as Prime Contractors;

3) R2.5 million, in respect of labour-only sub-contractors;

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

2. BASIS OF CONTRACT

SCC 2.1.4 *COMPLIANCE WITH APPLICABLE LAWS

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

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

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

SCC2.1.1 *AVAILABLE DATA AND EXISTING INFORMATION

Add the following:

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

The Contractor shall immediately inform the Engineer if he discovers the existence of any underground service which is not shown on the drawings. If such service is undamaged when discovered, it shall from then on be deemed to be known service and, if subsequently damaged by the Contractor, its repairs shall be a charge on the Contractor. If such unknown service is damaged when discovered, the cost of repair shall be met by the Contractor unless he establishes to the satisfaction of the Engineer

that such damage could not by the exercise of reasonable diligence have been avoided; such service shall thereafter be deemed to be known service and the provisions of the preceding paragraph shall apply.

2.6*
SCC2.6.1

GUARANTEE
GUARANTEE

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

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

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

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

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

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

4.2 ENGINEER'S INSTRUCTIONS

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

SCC4.7 FOSSILS, etc.

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

4.11 COMPETENT EMPLOYEES

SCC4.11.3* LOCAL LABOUR

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

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

8.3 CARE OF THE WORKS

SCC8.3.1 EXCEPTED RISKS

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

8.6 INSURANCES

SCC8.6.1 INSURANCES TO BE EFFECTED

Amend Sub-Clause 8.6.1 to read:

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

Amend Sub-Clause 8.6.1.1 to read:

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

SCC8.6.6 CONTRACTOR TO PRODUCE PROOF OF PAYMENT

Add to Sub-Clause 8.6.6.1

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

SCC8.6.7* LEGAL PROVISIONS

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

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

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

SCC8.6.8* CLAIMS AGAINST INSURANCE

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

10.1.6* EXTENSION OF TIME FOR COMPLETION

SCC10.1.6.1* TIME FOR COMPLETION

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

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

SCC10.1.6.2* EXTENSION OF TIME FOR COMPLETION

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

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

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

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

C1.2.4: FORM OF GUARANTEE

FORM OF GUARANTEE

PRO FORMA

Employer: *(name and address)* **Endumeni Local Municipality**

Contract No.: B08/2021-22

Forestdale Dlamini Electrification Project 217 connections

WHEREAS ENDUMENI LOCAL MUNICIPALITY

(Hereinafter referred to as "the Employer") entered into a Contract with

(Hereinafter called "the Contractor") on the _____ day of _____ 20____

Contract No.: B08/2021-22

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS _____ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excursion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

_____ (in words)

R_____ (in figures)

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

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20 _____

As witnesses:

1. _____ Signature _____

Name in Block Letters

2. _____ Signature _____

Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) _____

Address _____

C1.2.5: AGREEMENT WITH ADJUDICATOR

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

of (*address*).....

.....and the Contractor

(*name of company / organisation*)

of (*address*).....

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

and

(*name*).....

of (*address*)

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

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

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

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

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to

him in relation to the adjudication and he shall retain documents for a further period at the
 5. Request of either Party.

SIGNED by:

.....
 (Signature):

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

.....
 (Signature):

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

.....
 (Signature):

Name:
 the **Adjudicator** in the
 presence of

.....
Witness: (Signature)

Name:

.....
Witness: (Signature)

Name:

.....
Witness: (Signature)

Name:

Address:

.....

.....

Address:

.....

.....

Address:

.....

.....

Date:

Date:

Date:

**C1.2.6: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between

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

in his capacity as:

AND:

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

in his capacity as:

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

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

CONTRACT No.: B08/2021-22.
Forestdale Dlamini Electrification Project 217 connections

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

NOW THEREFORE the parties agree as follows:

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

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

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

on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.2.7 RETENTION MONEY GUARANTEE

PRO FORMA

RETENTION MONEY GUARANTEE ENDUMENI LOCAL MUNICIPALITY

CONTRACT No.: B08/2021-22.:
Forestdale Dlamini Electrification Project 217 connections

ISSUED TO: the **ENDUMENI LOCAL MUNICIPALITY**

Represented by **Technical Director** (Hereinafter referred to as "the Employer")

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

In connection with

CONTRACT NO B08/2021-22.: (Hereinafter referred to as "the Contract")

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

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

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

.....

or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.

2. The Engineer's certificate referred to in Clause 1 shall certify

(a) that he is the Engineer in office as such in terms of the Contract,

(b) that the Contractor is in breach of his obligations under the Contract, and

(c) that the amount demanded, which amount the certificate shall specify,

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
- (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 40 Main street, Endumeni or at

such other address as the Employer shall in writing notify us.

4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of

on this day of

Signature :

Capacity:

Address:

As Witnesses:

1. Name in Block Letters ...

2. Name in Block Letters

C2: PRICING DATA

C2.1 Pricing Instructions

- 1) All queries will only be answered in writing, through the Employers representative responsible for issuing the enquiry
- 2) The bill of quantities forms part of and must be read in conjunction with the specification which contains the full description of the work to be done and material and equipment to be used. Unless otherwise description in the bill of quantities, reference should be made to the specification for the full meaning of the description of work to be done and materials and equipment to be used in this service
- 3) The total tender price in the tender form shall constitute the contract price of the successful Tenderer. Tenderers are advice to check their item extensions and totals additions, so no claim for arithmetical errors will be considered.
- 4) No alterations, erasure or addition is to be made in the text of the bill of quantities. Should any alteration, erasure or addition be made it will not be recognized but the original wording of the bill of quantities will be adhered to.
- 5) The bill of quantities of the successful Tenderer will be checked and the *Employer* reserves the right to call for adjustments to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered.
- 6) The responsibility for accuracy of the quantities written into the bills remains with the person who prepared the bill. The Tenderer shall be relieved of responsibility of measuring quantities at the tender stage. The tender sum submitted shall be in respect of the quantities set out in the bills and the Tenderer will be required to make his assessment of items such as brackets, fixing, etc., from details stated in the bills and shall include in the item prices for such small installation materials as required for the complete installation in accordance with the specification. Conductor price shall include for the wastage and sagging.
- 7) All price entered in the bill of quantities shall include for the supply (inclusive of any taxes, duties and fees which may be applicable), installation, testing, and commissioning, guarantees (with free maintenance during the guarantee period) and profit, but EXCLUDING VAT
- 8) The successful Tenderer and the *Employer* or his representative may agree that the total of any bill, including any variations by way of additions thereto or deductions there from, represents a fair accurate quantification of the items set out in the bills and the parties may agree to final payment on that basis. In the event of any dispute as to the quantities, the disputed item or items shall be adjusted where necessary.
- 9) The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting in position, all installation materials and sundries, cutting and waste, sagging, patterns, models and templates, plant, temporary works, return of packing's, establishment charges, profit and all other obligations arising out of the condition of contract.
- 10) All provisional sums shall be expended as directed by the *Employer* and any balance remaining shall be deducted from the amount of the contract sum.
- 11) All items described as 'Rate only' shall be measured as executed and paid for according to the price. No work for which "Rate only" items are provided shall be commenced without written instructions from the *Employer*.
- 12) Unless a separate rate for the supply and for the installation of any item is specifically called for the supply and installation cost of any item shall be fully included in the price

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

C2.2 Bill of Quantities

Item No.	Description	Total Price Summary
1.	PRELIMINARY AND GENERAL	
2.	MEDIUM VOLTAGE EQUIPMENT	
3.	MV INSTALLATION	
4.	LV OVERHEAD DISTRIBUTION SYSTEM	
5.	HOUSE SERVICE CONNECTIONS	
6.	MISCELLANEOUS	
	SUB-TOTAL OFFER	
	10% OF CONTIGENCY	
	Sub-total	
	15% VAT	
	TOTAL OFFER	
	(Carried to Contractor's Offer)	

Contractor:

.....
 PRINT NAME

.....
 SIGNATURE

.....
 DATE

INDEX

Bill of Quantities (See the attached)

1. Electrification of Forestdale Dlamini Electrification Project 217 connections

Bill No. 1 – Preliminary and General	1-2 of 20
Bill No. 2 – Medium Voltage Equipment	3-5 of 20
Bill No. 3 – MV Installation	6-10 of 20
Bill No. 4 – LV Overhead Distribution System	11-17 of 20
Bill No. 5 – House Service Connection	18 of 20
Bill No. 6 – Miscellaneous	19 of 20
Summary of bills	20 of 20

C3

Item	Discription	Unit	Qty	Rate	Total Price
	Amount brought forward from previous page				
3	Compliance with the Requirements for the Expanded Public Works Programme (EPWP).				
	Note: The reports are to be submitted with the contractors monthly invoice.				
3.1	Compliance with the Requirements for the Expanded Public Works Programme (incl. monthly reports).	Item	1		
4	Meters and Readyboards				
4.1	The Contractor shall make allowance to receive, transport to site, off load and stack the free-issue materials supplied to the contract. The rate shall also include the implementation and maintenance Management System for the duration of the contract.	sum	1		
5	Time Related Items (To maintain site for the project)				
5.1	Operate and Maintain Facilities on Site Facilities for Contractor:				
	a) Offices & storage sheds	months	5		
	b) Ablution & latrine facilities	months	5		
	c) Tools & equipment	months	5		
	d) Water supplies, electric power & communications	months	5		
	e) Safety related items	months	5		
5.2	Provision of office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified.	months	5		
5.3	Contract management and full time supervision of the works for the duration of the contract.	months	5		
5.4	Overhead costs	months	5		
5.5	Other time related obligations	months	5		
5.6	Project Sterring Committee (PSC) & Community Liaison Officer (CLO)	months	5		
5.7	Provisional sum for the provision of additional Engineering Services inclusive of Pre-Marketing, Detailed Marketing, Survey, Environmental & Wayleaves, Documentation and Clerk of Works	Prov sum	1	R 330,000.00	R 330,000.00
5.8	Allowance for handling and profit in respect of item 5.7	%			
5.9	Provisional sum for the provision of a Technical Suport on site / Construction monitoring to assist the Contractor	Prov sum	1	R 120,000.00	R 120,000.00
5.10	Allowance for handling and profit in respect of item 5.9	%			
6	Security				
6.1	Contractor shall provide security guard/s to ensure the substation site including offices, storage sheds and all Free issue material are protected from theft or any damage. The Contractor needs to ensure that the above mentioned is guarded 24hrs a day.	months	5		
TOTAL: Carried forward to summary					

C5

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	Amount brought forward from previous page						
	Neutral Surge Arrestor						
	Supply and install a LV surge arrestor including lugs and galvanised bolts.						
2.10	6kV, 10kA Surge Arrestor	3088	No	5			
	MV Section Breaker						
2.11	Section Breaker Earthing 11+11kV, 400A, 8kA with IRTU.		No	0			
	Transformer & Equipment Earthing						
	Supply and install all materials for the complete earthing of transformer structures for ABC networks as specified. Included in the rate shall be all required spikes, insulated copper conductor, excavations, backfilling, etc. The rate shall allow for all required MV earth electrodes, consisting of four earth spikes in accordance with the Distribution specification, Part 2. Additional earth spikes / conductor shall be measured elsewhere if required.						
2.12	MV Earth	1860	No	5			
2.13	Section Breaker Earthing 11+11kV, 400A, 8kA with IRTU.	1829B	No	0			
TOTAL: Carried forward to summary							

C7

CONTRACT

C8

CONTRACT

C9

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	Amount brought forward from previous page						
	Testing						
	Allowance shall be made for the complete testing and commissioning of the Medium Voltage overhead distribution system.						
3.25	MV Test (per transformer installation)		No	5			
3.26	MV Test (per Auto-recloser installation)		No	0			
	TOTAL: Carried forward to summary						

BILL NO 4 - SUPPORT FOR OVERHEAD RETICULATION							
FORESDALE DLAMINI ELECTRIFICATION PROJECT							
Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	POLES AND CROSSARMS						
	Supply and safely store the following poles. Transport to site of works and install pole in excavated hole, including cutting and scaffing, kicking blocks, bonding, treating, etc. Excavations and compaction are measured elsewhere.						
4.1	7m Pole, 120-139mm top diameter	0050	No	0			
4.2	9m Pole, 140-159mm top diameter	0055	No	130			
4.3	10m Pole, 200-219mm top diameter	0052	No	0			
4.4	11m Pole, 140-159mm top diameter	0051	No	0			
4.5	11m Pole, 160-179mm top diameter	0051	No	5			
4.6	11m Pole, 180-199mm top diameter	0051	No	10			
4.7	11m Pole, 200-219mm top diameter	0051	No	5			
4.8	12m Pole, 180-199mm top diameter	0053	No	0			
4.9	13m Pole, 200-219mm top diameter	0056	No	0			
	Supply, off load and install the following wooden cross arms.						
4.10	2.5m, 140 -159mm Diameter	0061	No	38			
4.11	3.5m, 140 -159mm Diameter	0063	No	6			
4.12	4.5m, 160 -179mm Diameter	0064	No	10			
4.13	6m, 160 -179mm Diameter	0064	No	5			
	Stays, Flying Stays and Anti-Climbing Devices The unit price for a standard stay and an aerial stay shall exclude the wooden poles, but include the stay wire, stay rods, insulators, stay plate, stay guards, bitumastic paint, guy grip dead end, earthing of stay, line splice, precast concrete slabs, pole clamp, nuts bolts and washers etc.						
	The following stays shall be in accordance with the specifications and shall include stay plate.						
4.14	MV Stay (DDT0341 rev 9, BIL 40kV & 150kV)	0341	No	14			
4.15	LV Stay	0341	No	70			
	The following flying stays shall be in accordance with the specifications and shall include poles & excavation.						
4.16	MV Flying Stay	0343	No	0			
4.17	LV Flying Stay	0343	No	1			
	The following struts shall be in accordance with the specifications and shall include poles & excavation.						
4.18	MV Strut	0342	No	4			
4.19	LV Strut	1167	No	7			
	Amount carried over to next page						

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	Amount brought forward from previous page						
	EXCAVATIONS AND COMPACTION						
	The excavations for service connections are measured elsewhere.						
	Determination of pole positions, excavate, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval or the PM(C).						
	Before excavation work begins the Contractor shall evaluate the stability of the ground before excavation begins. Contractor shall use warning signs, positioned next to an excavation within which persons are working or carrying out inspections. Ref CR (11).						
4.20	Hole for 7m pole - 1.3m deep	0332	No	0			
4.21	Hole for 9m pole - 1.5m deep	0332	No	130			
4.22	Hole for 10m pole - 1.6m deep	0332	No	0			
4.23	Hole for 11m pole - 1.8m deep	0332	No	20			
4.24	Hole for 12m pole - 2.0m deep	0332	No	0			
4.25	Hole for 13m pole - 2.2m deep	0332	No	0			
4.26	Hole for MV stay - 1.5m deep	0350	No	14			
4.27	Hole for LV stay - 1.4m deep	0350	No	71			
4.28	Hole for MV strut - 1.8m deep	0342	No	4			
4.29	Hole for LV strut - 1.3m deep	0342	No	7			
4.30	Provisional blasting - Up to 2,2m deep. Each hole to be verified by Clerk of Works. Develop a method statement in accordance with explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed. Ref CR (11)		No	3			
4.31	Rock excavation (the contractor is to provide adequate measures to ensure a rock hole be excavated to the correct depth to facilitate the correct infrastructure, this may include the excavation per rock hole by mechanical means viz. Compressors dependent on diesel fuel to accommodate Jackhammer drilling). These Rock Holes to be verified by the relevant Clerk of Works. Ref CR (11)		No	3			
	Amount carried over to next page						

C13

BILL NO 5 - OVERHEAD DISTRIBUTION LINES							
FORESDALE DLAMINI ELECTRIFICATION PROJECT							
Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	LV ABC (insulated neutral)						
Note	The LV insulated aerial bundle conductor system shall be in accordance with SABS 1418 and insulated in accordance with SABS 0198 and the Distribution Standard Part 3. Ref. EI-092-LVL						
Note	The unit rate per meter shall include the tensioning and stringing of the bundle in accordance with the sag and stress tables provided by the manufacturer with all plant, equipment and accessories required to erect an LV overhead bundled distribution line i.e. Drum trailer, winch, wind-off pulleys, pulling rope/cable with connection, dynamometer, slide-lock, sheathed synthetic-fibre belt, woven snatch belt, snatch block, tackle, shackle, etc.						
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, off-cuts, etc.						
	Supply, safely store and transport to site and string. The conductor will be delivered on sealed drums and adequate allowance shall be made for the correct handling thereof.						
	Ensure correct tooling - D 51 Hydraulic Crimping Tool and dies, a 13mm tube spanner with T – bar, Phase separators, Slings, Wide Grooved Pulleys, Steel Pulling Socks, Pulling Swivels, Rickie, Come-along and Dynamometers.						
5.1	Single phase ABC (35mm ² , 2 core) - insulated neutral.	3141	m	0			
5.2	Dual phase ABC (35mm ² , 3 core) - insulated neutral.	3141	m	0			
5.3	Three phase ABC (35mm ² , 4 core) - insulated neutral.	3141	m	0			
5.4	Three phase ABC (70mm ² , 4 core) - insulated neutral.	3141	m	4000			
	LV STRUCTURES						
	Allow for the assembly of the following LV strain and suspension assemblies in accordance with the specifications shown in the drawings. Including all earthing, drilling of holes and treating of drilled holes. All LV ABC hardware, line connectors, PVC cable ties, nuts, bolts, washers, lock washers shall be allowed for in the appropriate item below. Excluding the supply and planting of poles, stays and struts, which are measured elsewhere. Use strain assembly when crossing roads.						
	Supply and install all the materials as specified for following:						
5.5	Single Phase ABC Intermediate Assembly	1153	No	0			
5.6	Single Phase ABC Terminal Assembly	1154	No	0			
5.7	Single Phase ABC Strain Assembly (0-60 deg)	1155	No	0			
5.8	Single Phase ABC Strain Assembly (60-90 deg)	1156	No	0			
	Amount carried over to next page						

CONTRACT

C15

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	Amount brought forward from previous page						
5.35	1-4 Way 1x50A MCB Split Box in ABC Split Box onto Insulated Neutral ABC	3055	No	106			
5.36	5-8 Way 1x50A MCB Split Box in ABC Split Box onto Insulated Neutral ABC	3055	No	8			
	TESTING						
	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.						
5.37	LV Test, per zone. Ref. SCSASABZ1		No	5			
TOTAL: Carried forward to summary							

C17

Item	Description	DDT Ref	Unit	Qty	Supply Rate	Install Rate	Total Price
	Amount brought forward from previous page						
	Determination of pole positions, excavate in all ground conditions as necessary, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval or the PM(C).						
6.11	Hole for 5m service pole - 1m deep		No	217			
6.12	Hole for 7m service pole - 1.3m deep		No	0			
TOTAL: Carried forward to summary							

C19

C3: SCOPE OF WORK

C3.1 SCOPE OF SERVICES

Description of the Works

C3.1.1 Executive Summary

ENDUMENI LOCAL MUNICIPALITY invites bids from suitably qualified and experienced Electrical Engineering Contractors approved for MV/LV overhead and underground works for the electrification of 217 connections at Forestdale Dlamini within ENDUMENI Municipality.

The project is for the provision of electrical infrastructure including the construction and installation of both MV/LV infrastructure to connect 217 connections at Forestdale Dlamini Electrification Project in ENDUMENI LOCAL MUNICIPALITY under the **UMZINYATHI DISTRICT MUNICIPALITY IN KWAZULU NATAL MIDLANDS REGION**.

C3.1.2 Extent of Works

This contract covers the supply, insurance, delivery, transport, handling, storing, erection, aligning, supporting, connection, commissioning and handing over in complete working order and providing as-built drawings, electrical equipment and other equipment described in greater details elsewhere in this document and/or shown on drawings and set out in the bills of quantity and as described below:

The scope of works includes the following:

The MV scope of work includes 1.1 km of New Three Phase Fox MV. The installation of 3x100kVA and 2x200kVA 11kV/415V transformers.

The LV infrastructure consists of 4km of LV ABC conductor with insulated neutral of 70²mm three phase.

The 217 house service connections are to be connected with approximately 10.8 km of 6mm² airdac and the 217 meters are to be sealed by the Contractor including making good walls where ready board has been installed. (To include one coat of paint if necessary)

The respective MV lines, transformers, auxiliary equipment and house services connections, are to be constructed, commissioned, tested, energised, and handed over to the Eskom. The quality of work is to be audited by the contractor, before being inspected by the Project Manager or his representative.

The contractor is required to supply, deliver, install, test, commission, mark-up as-built drawings and hand over in working order the whole of the works associated with all MV, LV and metering. The contractor will provide a suitable site store and office. The design is based on the Eskom DT Standards.

The detail of the works required is included in the design drawings and bill of quantities

C3.2 Risks:

The following risks have been identified at project design stage:

- Working in close proximity of existing overhead lines.
- Working on uneven terrain presenting risks of falls.
- This is a residential built up area and there are possible public liability risks.
- Ergonomic risks from working on elevated positions
- Weather related risks as temperatures can be extreme
- Hi-jacking risks
- Most parts of the area have explored rocks, earthing of Transformers and general work may pose a challenge.

C3.3 Material

All materials for Forestdale Dlamini Electrification Project shall be supplied and delivered by the contractor for safe keeping on site.

Transport for collecting of materials is for the Contractors account.

Transport for returning of **All** the Municipalities surplus and dismantled materials are for the Contractors account.

The Municipality representative and the Contractor shall sign the Goods Issue Document at collection as a declaration that;

- The quantities are correct as specified on the Good Issue Document
- The quality of material is acceptable
- Any discrepancies found shall be noted in the remarks column and co-signed by the Municipality representative
- Municipality representative and the Contractor

MATERIALS SUPPLIED ARE:

All other materials associated with the completion of the project as per the bill of quantities.

The Storekeeper shall action these remarks

The Contractor is responsible to store and safeguard the material on site.

All material received shall be neatly stored in clearly defined areas to facilitate checking of quantities and quality. Receipt slips shall be forwarded to the Project Manager on collection and a record shall be kept on site of the total quantities of material received. ENDUMENI Municipality will not be held responsible for any construction delays resulting from loss of material.

All surplus material, including off-cuts of phase and earth conductors shall be collected by the Contractor on completion of each scheme and returned to ENDUMENI Municipality's Operational Store.

Loss, theft or damage to material procured by the Contractor for this project shall be on the account of the Contractor. The risk in the material shall pass from ENDUMENI Municipality to the Contractor on receipt by the Contractor

It is the Contractors responsibility to ensure that delays in deliveries of materials are brought to the notice of ENDUMENI Municipality's Project Manager immediately.

The Contractor shall maintain a record of material receipts, on hand and where used at the storage premises at all times.

The Eskom Project Manager shall be allowed free access to audit and inspect such site stores

The Contractor shall ensure that all materials required for the completion of this Works, shall be timorously ordered and delivered. A minimum of 14 (fourteen) days' notice on a dispatch request form is required by Eskom for the preparation of each batch of materials to be delivered. The Contractor will nevertheless compile a detailed delivery schedule depicting types and quantities of materials and the dates on which such materials shall be available for collection.

The Contractor shall note that materials shall be specified in terms of standard assembly drawings as contained in the Eskom Distribution Standard

The Contractor shall nominate a responsible person for receiving of material from ENDUMENI Municipality Stores. The nominated person shall collect materials personally and shall present identification to Municipality's requirements.

At the end of the contract period, all surplus material shall be returned to Municipality's Operational Store(s) from where they originated

No person shall be allowed or permitted access to the material storage area without the written consent of the Project Manager.

The Contractor shall not release any material received by this store to any person, including Municipality personnel, without the written permission of the Project Manager. In the event of such permission being granted, date, time, quantity and recipient shall be noted, and signed for the person removing the material.

Copies of receipt slips shall be forwarded to the Employer's representative on receipt and a record shall be kept on site of the total quantities of material received. Such records will be subject to audit by the Employer's representative. The Employer will not be held responsible for any construction delays resulting from loss of material.

If meters are mislaid on a project, the *Contractor* must immediately notify the *Employer* of the loss. The *Contractor* will be liable to the *Employer* for all meters that are mislaid or lost on the project. The *Employer* will deduct an all-inclusive cost of R 3000.00 (excluding VAT) per meter from the payments due and / or retentions held.

"Contractors are at all times fully accountable for meters commissioned illegally or service connections completed illegally, for financial compensation or not, whether the connections were completed by their staff or by others. The contractor will not be relieved of his accountability based on whether the staff *introduced and employed for Eskom work is of temporary or permanent* nature.

Any illegal activity that is uncovered that is as a result of a particular contractors staff will result in the contractor and the staff being liable and being penalized, charged and possibly prosecuted."

C3.4 Meetings

It is envisaged that the Contractor will be attending the following meetings at his own cost

Meeting	Frequency
Site Inspection (Quality Assurance)	four times a month
Site Meetings	once a month
Pre-Energising commissioning	once after completion
Project Closing Out Meeting	once
Final Hand-over	once
Safety meeting	once/month
Feedback meetings	once/month

C3.5 Recording of Tests / Complaining / Safety Data

The Appointed Contractor should provide the books / manuals for recording the above data.

C3.6 Program

C3.6.1 Key Dates

Purchase of document	XXXXXXXXXX
Clarification meeting	XXXXXXXXXX
BOQ returnable	XXXXXXXXXX
Construction to Commence	XXXXXXXXXX
Construction Completion	XXXXXXXXXX
Energising of all connections	XXXXXXXXXX
Handover, CRP data. As-built drawings	XXXXXXXXXX

Anticipated connections

Total - 217 connections

A detailed construction and resource schedule to be provided by contractor as indicated in the annexure. This becomes part of the contract. Failure to provide this may result in disqualification

C3.6.2 Documents, Liaison and Reporting

- a) **Employer's Agent** duly authorised to administer this Appointment and to whom all related correspondence and copies of invoices shall be addressed is:

BTMN Engineers (Pty) Ltd
50 West Riding Row
Office 08, West Riding Offices
Sherwood, Durban, 4091
P.O. Box 47610|Greyville|4023.

ATTENTION: **Mr. Thembinkosi Nkosi**
Tel: 031 702 9651
Fax: 086 236 1817
Email: admin@btmn.co.za

- (b) *Original* invoices to be sent to:

BTMN Engineers (Pty) Ltd
50 West Riding Row
Office 08, West Riding Offices
Sherwood, Durban, 4091
P.O. Box 47610|Greyville|4023.

- (c) Reporting Requirements:

A weekly progress report containing:

- Executive summary (typical one to two paragraphs)
- Performances to date
- Problems experienced
- Priorities for the next week
- Corrective actions necessary and needed
- Overall performance of Contractor
- Etc.

has to be sent to the above-mentioned *Employer's Agent*, *no later than 12h00, every Thursday*.

The following feedback is also required by the above-mentioned responsible person:

Physical progress on all aspects of the project every Thursday before 12h00.

The Employer's Agent will discuss the format and definitions with the Contractor.

- (d) Payments:

The assessment for work done on site will be on the 15th day of each month

NOTE:

Section 6 of the Bill of quantities "House Connections" will only be paid once all correct information necessary for the loading of connections into Co-daptix has been submitted to Eskom/Consultant i.e. control sheets, meter cards, Uploaded PCS files etc.

C3.7 Temporary Works

The Contractor is to allow for all temporally works required erection and installation of the electrical plant and equipment to be installed under this contract.

C3.8 SMME / BWO Status

Contractors are requested to supply information pertaining the ownership and control of the company. The contractor is to supply their BEE Verification Certificate and CIDB confirmation status.

Confirmation of the above and current ownership is a Tender Returnable.

C3.9 Procurement

C3.9.1 Compliance with Employment Equity Act No. 55 of 1998

Contractors employing more than fifty (150) employees are required to submit a certificate of compliance with the Employment Equity Act No. 55 of 1998.

This certificate of compliance is a mandatory Tender Returnable and failure to do so would lead to disqualification of the offer / tender.

C3.9.2 Community Involvement

Generally

In all the Municipality activities (electrification, customer service, etc.) *ENDUMENI Municipality* involves the community, be it for prioritizing, identifying projects, advice or information.

Contractor must follow the established *Municipality* methods and channels

Contractor must organize all community meetings in respect of the Project.

This community involvement system must be understood and accepted by the Contractor

In any activity whatsoever the community by way of its structures (Village representatives, local and district electrification committees) should be notified and involved.

Implementation of ENDUMENI Municipality policy

The following aspects of ENDUMENI Municipality's intentions regarding community oriented projects

- Promotion of community participation
- Retention directly and indirectly of a significant portion of capital expenditure within the community
- Development of local entrepreneurs (*Contractors*)
- Transfer of administrative, managerial and commercial skills

C3.9.3 Expanded Public Works Programme

Description of the works

The project includes the following aspects:

- The erection of the installation, as per the approved design
- The testing and commissioning of the entire installation
- The provision of acceptable marked up signed, stamped and dated “as-built” drawings, sag and tension charts, compliance and hand over procedure.
- Making good of house walls where ready board has been installed.
- The handing over of the installation in a working order with all the necessary administration
- The contractor will fix marketing labels, provided by the Consultant’s Marketing Agent, as per the labelling standard, TQCSS005.
- Completing of PCS file for uploading of connections to be done immediately after energization
- Sealing of all installed customer meters
- The completion of all the necessary administration work in providing the works.
- Installation certificate to be completed by a competent resource and to be submitted within 7 days after energization.

The portion of works comprised in this contract is for the Forestdale Dlamini Electrification Project 217 connections located in ENDUMENI Municipality area.

Employer’s Objectives

The employer’s objectives are to deliver public infrastructure using labour intensive methods

Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

The degree to which Contractors are able to embrace these principles must be indicated in the Tenders submitted (see Tender Forms). This aspect of the Works is material and will be evaluated in consideration of the Tenders

To be collected by the Contractor:

- Base indicators to be collected on all EPWP projects (Table 1)

Table 1: Base indicators to be collected on all EPWP projects

B1 Number	Project level Indicator to be used in monitoring system	Comments
1	Number of people ("Different warm bodies") employed on relevant project	Will be assumed to be equivalent to number of job opportunities created. Will measure the number of people to benefit directly from the EPWP
2	Person-days of employment created	Total number of person days created will be divided by 230 to convert to person years of employment created
3	Minimum wage rate	Since local public bodies may set the wage rate as part of the EPWP to wage rate on a particular project will need to be reported
4	Number of training days provided	Since all workers are entitled to training it is important to ensure that actual training is delivered
5	Overall spending on the project	Will give an indication of how much is actually spent on EPWP projects
6	Demographics of workers on EPWP Projects	The percentages of women, youth and disabled to be reported on.

- KPI to be used for the EPWP (Table 2)

Table 2: KPI's to be used for the EPWP

KPI Number	KPI	Method for calculation	Comment
1	<i>Number of Job opportunities created</i>	Assumed to be equal to number of warm bodies employed per project	Will give an indication as to how many unemployed people benefit directly from the EPWP
2	<i>Person years of employment created</i>	Divide the total number of person days of all projects by 230 (Agreed upon number of person days of employment per year)	Indicator that shows the equivalent number of full-time jobs created
3	<i>Number of training days provided</i>	Total sum from all projects	Measure total amount of training provided
4	<i>Overall spending on EPWP projects</i>	Total sum from all projects	Measure total government spending on the EPWP
5	<i>Demographics of workers on EPWP projects</i>	Total sums of the project totals of women, youth and disabled employed	Measures the demographics of the people benefiting from the EPWP
6	<i>Average length of employment created</i>	Divide person years of employment created (KPI 2) by number of job opportunities (KPI 1)	Also allows comparison between sectors and types of projects
6	<i>Total income paid out to previously unemployed workers</i>	Multiply number of person-days (BI 2) by the minimum wage (BI 3)	
		C.39	
7	<i>Average income of EPWP worker</i>	Divide Total income (KPI 6) by Number of job opportunities (KPI 1)	
8	<i>Average duration of training provided</i>	Divide total number of training days (KPI 3) by number of job opportunities (KPI 1)	Provides an indication of the level of skills build in the programme
9	<i>Percentage of spending paid out to EPWP workers</i>	Divide total income paid out (KPI 6) by Overall spending on EPWP (KPI 4)	Measure the labour intensity of the EPWP

C3.10 Construction

C3.10.1 Outline of Additional Work Required by the Contractor

Community liaison

Materials management

Outage management

Quality management

Commissioning

Hand-over

C3.10.2 Statutory Requirements & Standards

All activities shall comply with the statutory requirements and where possible within the ambit of the relevant guidelines, inter alia:

The Occupational Health and Safety (OHS) Act 85 of 1993 and Construction Regulations, 18th July 2003

The principles of the Distribution Standards (Eskom)

The requirements of the relevant Eskom Standards in force at the time of tender, i.e. Distribution Standards, Technical Bulletins and Engineering Instructions

The Construction Regulation under Government Gazette No. 25207 of 18 July 2003

The Contractor is to note that should shortcomings appear in the Eskom standards, these are to be highlighted, and proposals offered, and allowances for changes based on these proposals are to be included in the tender.

All tenderers must make generic Health & Safety Plan and Health & Safety Competency information available to Eskom Risk for evaluation on acceptance of tender or provide relevant documentation indicating accreditation.

Contractor Requirements / Registration

The Contractor must ensure compliance with the following requirements / registration:

Wireman's License

Electricity Contractors Board Registration
Operation Regulation for High Voltage Systems

Appointment of a responsible person in terms of the Occupational Health and Safety Act , Act 85 of 1993

C3.10.3 Materials

All materials offered are to conform to the **Eskom Buyer's Guide Part 9** and they are to be procured from **Eskom Preferred Suppliers** (Refer to document **TQSN008** listed under section 3, Specifications), and shall be new and of the best quality. If any deviation or variance from the above to be approved by the Consultant prior to implementation.

Material options will be determined in accordance with the Distribution Standard packages. Where specific site circumstances require non-standard material application and / or due to shortcomings of the standard package, the designer / contractor shall develop "ad hoc" packages to submit these to Eskom Technology & Quality Department for approval before implementation.

Where materials other than those in the standard design packages are offered, the "Tendered material and Technique" schedule shall be completed as part of the tender.

In addition to the Buyer's Guide, all bare conductor shall comply with the Eskom Distribution Technology Standard SCSSCAAY5 Rev 1 "Specification for Phase Conductor for Distribution Lines" February 2001.

C3.10.4 Refurbished Materials

Only new material will be tendered on in the main offer. Refurbished / second-hand material may only be tendered as an alternative

C3.10.5 Marked Conductor

- Only marked conductor may be used on this project as per Eskom standard on projects
 - The tenderers provide for waste and off-cuts in their tenders.
 - The successful tenderer (Contractor) must procure marked conductor from an approved manufacturer, on behalf of the Municipality.
 - Endumeni Municipality will maintain ownership of the marked conductor at all times.
 - Conductor manufacturers may sell marked conductor only to those contractors who can prove that it will be used on Eskom related projects. Endumeni Municipality will provide such contractors with the necessary proof, indicating the name of the project and the quantities required.
 - The contractor provides for the necessary transport arrangement to deliver conductor to site.
 - Endumeni Municipality pays the contractor in accordance with the contract, and the contractor pays the supplier in accordance with their agreement.
- The contractor arranges for returning unused marked conductor to the supplier, should there be any.
- The contractor returns all waste and off-cuts to the Municipality stores.

- An accredited Distributor may only be included in the supply chain if Endumeni Municipality have received confirmation from the Eskom-approved Manufacturer of the following:
 - The Distributor is an approved/ accredited Distributor of the Manufacturer.
 - No marked conductor will be sold to anyone without a letter being presented to the manufacturer.
 - Marked conductor will be delivered directly to the contractor/ site.
 - No marked conductor may be at the premises of the Distributor.
- The Distributor merely arranges the deal, and the process as currently being applied, remains unchanged.

C3.10.6 Restriction Applicable to the Successful Tenderer

Eskom Procedures, Directives & Policies

The Contractor must ensure compliance with all applicable Eskom Procedures, Directives and Policies

C3.10.7 Plant and Materials, Including Materials Supplied by the Employer

C3.10.8 Offloading, Stacking and Liability for Breakages

The Contractor will be required, at his own expense; to make all arrangements for offloading and carefully stacking all plant delivered under this contract at the Site of the Works. The offloading and stacking shall be carried out strictly in accordance with the requirements of the Employers representative so as to permit a thorough and careful examination and testing of all items for breakages, fractures, etc, and any routine maintenance that may be required during storage and that will be carried out by the Contractor under this Contract.

The Contractor shall be fully responsible for the protection of all plant delivered by him to Site in accordance with the requirements of the Conditions of Contract. The tendered price submitted by the Tenderer shall be deemed to cover the provision of security during the installation and commissioning phases.

C3.10.9 Inspection at Site

All materials and plant will be carefully examined upon delivery at the Site by the Contractor and the Clerk of Works. All items showing defects or damage of any description shall be laid aside as being not in accordance with the requirements of the Contract and these shall be removed and repaired or replaced by the Contractor at his own cost.

Plant or materials supplied by the Employer will be examined and laid aside, but not removed, repaired or replaced at the Contractors cost

C3.10.10 Earthing

The Contractor will be responsible for ensuring that soil resistivity tests are carried out, and that the earthing design is completed and submitted with the tender. (as per Earthing Standards part 2).

C3.10.11 Clearances and shared structures

As per the Distribution Standard.

C3.10.12 Equipment and Structures

The Contractor is to ensure that structures are uncluttered and that working clearances are maintained with regard to the amount of equipment installed and shall ensure that provision is made for safe and easy operational practice. This is especially pertinent to strain poles, switching points and transformer structures. Equipment must not be positioned on angle or strained structures. In addition, there shall be no three-phase tees, or equipment placed on vertical structures. Medium Voltage routes are to be as straight and simple as possible. Correct sag and tension techniques are to be used.

C3.10.13 Site Visits

A site diary will be signed by all personnel visiting the site. Deviations will be reported to the Project Manager.

(The Consultant and Endumeni Municipality personnel will be granted full and unconditional access.)

C3.10.14 Connections

The following principles apply to connections

- (a) Where only a meter change occurs,

The requirements of the standard, "Connecting existing customers in townships which Eskom is electrifying Ref.: CD/s019" applies

- (b) New Connections

Combined Neutral and Earth (CNE) service to be provided in line with the new earthing policy

All meters to be sealed by the Contractor. (see bill no. 6 in all the project bills)

Note:

The contractor is responsible to make good walls where ready-boards have been installed which may include the wall to be plastered and an application of one coat of paint. (See bill no. six (5) in the Bill of Quantity.)

Section 5 of the Bill of quantities "House Connections" will only be paid once all correct information necessary for the loading of connections into Co-daptix has been submitted to Eskom/Consultant i.e. control sheets, meter cards, Uploaded PCS files etc.

C3.10.15 Upfront Payment

Tenderers may submit an alternative tender indicating the savings in cost if the Contractor was to be paid for the upfront purchase and delivery of material.

The upfront payment for materials on site is subject to the Contractor meeting the following criteria:

Contractor provides proof that the ownership of the said materials has passed from the supplier to the Contractor (i.e. letter from supplier stating that the materials are paid for in full / or cession from supplier ceding title to the Contractor);

List of materials supported by copies of invoices and delivery notes;

Cession from the Contractor transferring ownership of said materials to Endumeni Municipality;
Verification by Employers representative / Clerk of Works that materials are on site.

C3.10.16 Marketing and PCS data

1. Gather all project and customer information.
2. The area to be covered must be indicated on a map with clear boundaries.
3. Community meeting must be held explaining the purpose of the contractor's visit to the area prior to commencement of fieldwork.
4. Explain the electricity process to the customers.
5. Capture final GPS coordinates of installation where the meter is installed.
6. Installation AltID must be indicated on the .dgn.
7. The installation data must be updated and presented in the latest PCS.xls spreadsheet
8. The GPS coordinates must have an accuracy of 3-5 meters
9. The Installation Certificates are to be filled per transformer zone in a lever arch file.
10. PCS file needs to be verified by the consultant and customer services DC's

C3.10.17 Sample infrastructure Installation

- The successful Contractor will be required to build a sample reticulation sub system for the Municipality's Project Manager's approval, to serve as a quality benchmark for the project before construction commences. This sample system shall include the tendered commodities (sample board) and the construction techniques (stubby line) applicable to the project and shall be built at a central point (to be agreed with the Project Manager). The cost of the sample system in its entirety will be for the Tenderer's account.
- The sample installation proposal shall be submitted at the detailed design stage and the construction work shall not commence until such time as the sample installation has been completed and approved by the Project Engineer. Furthermore, all materials used shall comply with the requirements of the Buyers Guide, Distribution Std part 9, and shall be new and of the best quality.
- The stubby line and sample board shall remain available and intact for the full duration of the project.

C3.10.18 Approvals

The *Contractor* shall obtain the statutory approvals for the construction of this project on behalf of the Municipality from the Authorities concerned and such approvals must be forwarded to the Eskom's Technical Evaluation Office. All approvals to be done via Eskom's Technical Evaluation Office to cater for annual consideration/records etc. Statutory approvals for any given transformer area have to be submitted prior to the construction of that particular transformer area, to the Municipality Project Manager

C3.10.19 Specification for “As-Built” Plans (Rev. 4 1999-10-25)

Main Objective

The main objective behind the requirement for the provision by the Contractor of “as-built” information is to provide the computerized mapping service for the Marketing, Planning, Survey Records, and Construction and Maintenance of Urban/Rural reticulation projects. The Contractor is to mark-up the construction drawings with all changes on site showing the as-built configuration and these are to be submitted to the Consultant technical evaluation for the creation of the as-built drawings.

C3.10.20 Reporting to the Consultant and Municipality

The *Contractor* is referred to the required Progress Report Format, as per the above. The form compares the “Planned” progress at the start of the project with the actual progress achieved

The form is to be completed weekly with all the information as required on the form.

C3.10.21 Excavation

Due to excavations being entirely the Contractors risk, Contractors must make themselves fully aware of the soil conditions during the Tendering phase.

Contractors are warned that the terrain is uneven and the access to pole positions may prove to be difficult in certain areas.

Contractors are advised to obtain as much information as possible regarding the soil structure in this area as no claims will be entertained should excavations prove to be more difficult than what Contractors allowed for in their Tender Submission.

Blasting of holes will be compensated at a quoted rate as per attached Bill of Quantities. No extra compensation for rock excavation using mechanical tools will be considered. All holes to be blasted will have to be verified by the Consultant prior to blasting and will be measured as extra over. The contractors offer will be evaluated with the provisional quantity of rock inclusive and exclusive of the tendered price.

C3.11 PROGRAMME, PLANNING & REPORTING

A programme is to be submitted within 14 days of contract award. The programme shall indicate critical path activities and shall be submitted in hard copy and MS Project format (.mpp) or Excel (.xls).

When work under this Contract must of necessity be carried out in conjunction with the work of other contractors or with that of the Employer, it shall be co-ordinated and programmed in such a manner as to interfere as little as possible with the progress of such other work, and so as to offer every reasonable facility to other contractors and to authorized employees of the Employer.

One quarter of the Price for work done to date will be retained in assessments of the amount due until the Contractor has submitted their first programme showing the information which the Works Information Requires

The *Contractor* shall submit a programme in the form of an activity schedule, which itemizes the Works and indicates both the Rand value and the duration/completion of each activity.

Reporting Requirements:

A weekly progress report containing:

- Executive summary (typical one to two paragraphs)
- Performance to date
- Problems experienced
- Priorities for the next two weeks

- Corrective actions necessary and needed
- Overall performance of Contractor (s)

has to be sent to the *Employer's Agent*

The following feedback is also required by the above-mentioned responsible person:

- Physical progress on all aspects of the project every Thursday before 12H00

The format and definitions will be discussed with the *Contractor* and by the *Employer's Agent*.

C3.12 COMPLETION

The Contractual Completion Date will only be achieved when the as-built information supplied by the Contractor accepted and approved by the Municipality and Consultant; when all connections are energized and handed over to Eskom.

The Contractor must submit marked-up drawings to the Consultant, who will compile and submit the as-built drawings to Eskom for approval.

The Contractor to liaise with the Employer's Agent with regards to approval of as-built.

C3.13 QUALITY MANAGEMENT

Eskom's Quality requirements for the implementation of a Quality System to be in accordance with the Eskom Standard ESKASAAU7. Quality checks to be carried out in accordance with TQRRPO20 Rev1, by the contractor prior to the Consultant/Eskom Clerk of Works or the depot inspections. All documentation must be signed by the contractor and forms part of the hand-over. Should the Contractor not fulfill this requirement, any extra time spend on site by the above-mentioned personnel to re-inspect, shall be for the Contractor's account.

C3.14 SAFETY

The following documents are applicable:

SCSPVABF3 – Occupational Health & Safety Requirements to be met by Contractors and Sub-contractors Employed by the Municipality.

SCSPVABM9 – Co-ordination of Safety on Capital Projects

SCSASAAW8 – Standards Applicable to Contractors working in Close Proximity to Live Apparatus.

Further to the above clauses the following must be strictly adhered to on inception and award of contract:

- Crimping tool calibration test certificate
- Dynamometer test certificate
- List of team leaders and their training records which should include, proof that they have been trained and are in acknowledgment of the follows skills/methods of construction and or other factors involved in building of power lines:
 - # Sagging
 - # Crimping
 - # Building power lines
 - # First aid
 - # Emergency preparedness
- HV REG's certificates for those who will take permit during outages
- Minutes of safety meetings that were carried out during the project
- Access to site documentation
- Accreditation records of personnel on site from Mersey
- Sagging chart used for stringing
- A full list of employees working in the project as well as their duties (this must include all

- "casual" and local labour as well)
- A list of personnel in charge of First Aid, including training records, as well as their appointment in terms of the Statutory and OSH Act.
- The Contractor is to provide safety clothing to all labour employed including casual as well as local labour.

C3.15 ENVIRONMENTAL MANAGEMENT

Environmental Management to be in accordance with the following *Eskom* policy / procedure:

- ESKPBAAD6
- ESKPVAAZ1

Environment Management issues to be referred and co-ordinated through *Eskom's* Eastern Region Environmental Department (New Germany).

C3.16 SITE SERVICES & PROCEDURES

The *Contractor* is to provide everything necessary for the proper and timeous completion of the project.

- a) The Contractor provides an area for the construction offices, stores, yards, etc. to the approval of the Employer's Agent In addition, the Contractor shall make available a desk to be used by Employer's Agent / Employer's Representative.
- b) The Contractor erects a 1,8m fence around his construction site and fits a lockable gate
- c) The Contractor provides a construction supply at their site camp and anywhere else as may be required
- d) The Contractor provides the necessary connecting cables and distribution board(s) from the electricity supply source to the points of demand. The Contractor provides all the necessary connection to the electricity supply and maintains and secures all cable, etc.
- e) The Contractor is to provide an adequate communication network to facilitate the project including telephones. (Telkom telephone)
- f) The Contractor is to provide all necessary water and sewage connections
- g) The Contractor provides facilities and resources for first aid, fire fighting and emergency repair services in accordance with the Occupational Health and Safety Act and the local authority regulations and requirements.
- h) The standard documents listed below form part of the contract:

Ref.	Rev.	Title
NWS 1058	4	Safety at Construction sites : Requirements to be met by Contractor
NWS 1494 NWS 1007/T	3	Fire Prevention and Protection of Contractor's Premises on New Works Sites The Management of construction, commissioning and handing over of Transmission Projects
HV REGS	0	HV Regulations for HV Systems
ESKASAA4		Occupational Health and safety requirements to be met by Contractor and Sub-Contractors

- i) Other Contractors may be involved in work on other parts of the Site or on associated equipment. Co-ordination with the other parties will be required for testing of systems involving other plant.
- j) Salvaged equipment from the dismantling process is to be removed from site and returned to the ENDUMENI Municipal Store in consultation with the Employer's Representative.

- k) The Contractor must allow free access to authorised personnel when required and co-ordinates all interfaces with the Employer.
- l) The Contractor shall make its own arrangements, to the Employer and the Local Authorities approval for the disposal of all surplus material and construction waste resulting from the Works.
- m) The Contractor arranges for accommodation of his personnel. The Contractor provides temporary and/or mobile toilet facilities on the Site, and removes all evidence of a construction camp on completion of the contract, which should be restored to its original, or better environmental state.
- n) In addition to his own signage details which shall, prior to erection, be submitted to the Employer's Agent for approval, the Contractor shall provide, erect and maintain one project signboard bearing the name of the project, The Municipal name and logo and the name of the Employer's Agent together with the Contractor's own name, all to the approval of the Employer's Agent. The cost of this sign will be borne by the Contractor.
- o) The switching of all MV feeders shall be performed by Eskom. Written notification shall be given to the appropriate depot supervisor 14 (fourteen) calendar days in advance. The Contractor shall be allowed to perform LV switching with written permission from the Eskom Personnel.
- p) Whenever it may be required to de-energise any approved portion of the electrical network during the course of the contract, the Contractor shall post notices to that effect in terms of the relevant regulations. The minimum requirement shall be as contained in this paragraph of the specification.
- q) Each Section affected by the proposed power outage shall be notified by means of suitable notices fixed to the wooden electrical network poles. The notices shall be constructed from plain white paper glued to a firm "Masonite" backing board. The notice board shall be of minimum dimensions 600mm x 8150mm.

C3.19 ACCOUNTS AND RECORDS

Records are to be kept of all invoices on the project.

C3.20 SPECIFICATIONS

List of Specifications applicable to this Contract:

Document No.	Revision	Title
	Latest	Eskom Distribution Standard Copies available from Eskom Distribution Technology, Technical Administrator, Telephone 011-871 2214. Important Note: where material options (i.e. coastal and inland) are available the coastal option will be applicable in Eskom's Eastern Operating Region (Refer to Engineering Instruction EI-039-MVL).
	Latest	Engineering Instructions As issued by Eskom's Eastern Technology and Quality Department, New Germany. Copies of the relevant Engineering Instructions are available on request.
	Latest	Technical Bulletins As issued by Eskom's Distribution Technology, Simmerpan Copies of the relevant Bulletins are available on request.
Annexure C 1999-10-25 1999-10-25 1998-08-25 D67-231		As-Built Drawings Specifications for As-Built Drawings Microstation Data Levels Standard Microstation Design File Settings As-Built Drawing
Annexure D ESKPVAZ1 ESKPAAD6		Environmental Management Environmental Management Programme (EMP) Procedure Environmental Management Policy
Annexure E ESKASAAU7		Quality Quality Requirements for the Procurement of Assets, Goods & Services
Annexure F DISPVABF3 SCSPVABM9 SCSASAAW8		Safety Occupational Health and Safety Requirements to be met by Contractors and Subcontractors Employed by Eskom. Co-ordination of Safety on Capital Projects Standard applicable to Contractors working in Close Proximity to Live Apparatus
SCSPVABP4	0(B)	Management of Substance Abuse
ESKADABD7	1	Business Conduct Suspending Suppliers from Eskom's Supplier Lists Eskom Business Conduct Policy and Guidelines Declaration of Conflict of Interest Copies of the abovementioned documents are not attached but are available from Eskom's Tender Advise Centre, Clare Loitering, (031) 710 5429
E1-048-MVL		Technology & Quality Engineering Instruction : Generic Stubby Line
TDQES001		Authorisation of contractors / Eskom staff
SCSASABW3 SCSPVACL6 SCSSCABA5	Latest Latest Latest	Standard for a fall arrest system Procedure for using a fall arrest system Specification for a fall arrest system
TQSNK008	Latest	Checklist of Eskom Qualified Suppliers List of Eskom Qualified Suppliers

C3.21 REQUIREMENTS FOR THE PROGRAMME

The contractor is to provide a detailed construction programme in the form of an activity schedule which itemizes the works and showing the start and completion dates shall be submitted to the employer representative within 14 days of receiving the appointment.

A weekly progress report shall be submitted electronically to the employer's representative each Thursday before 12H00

A daily log (provided by Eskom) shall be kept and completed daily. Eskom's quality assurance document shall be kept on site by Eskom's clerk of works and shall be updated as work progress.

C3.21.1 Employer's Health and Safety

The Employer's safety officer may at any time enter the premises or site to carry out safety inspections. The safety officer will notify the Contractor or his duly appointed representative of any safety hazards that he may find.

Tenderers are required to comply with the Construction Regulations and the Health and Safety Specification included in this document. An item has been included in the Schedule of Rates to cover this work.

In carrying out its obligations to the Employer in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the Contractor complies and procures and ensures the compliance by its employees, agents, Subcontractors and mandatory's with:

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and
- the Eskom "Safety, Health and Environmental Requirements for Contractors" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the Contractor (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the Employer and all amendments will be provided in writing to the Contractor. The Contractor complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and
- the health and safety plan prepared by the Contractor in accordance with the SHEQ Requirements.
- (The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)
- The Contractor, at all times, considers itself to be the "Employer" for the purposes of the OHSA and shall not consider itself under the supervision or management of the Employer with regard to compliance with the SHEQ Requirements, the Contractor shall furthermore not consider itself to be a subordinate or under the supervision of the Employer in respect of these matters. The Contractor is at all times responsible for the supervision of its employees, agents, Subcontractors and mandatory's and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

The Contractor ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees.

The *Employer*, or any person appointed by the Employer, may, at any stage during the currency of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the Contractor;
- refuse any employee, Subcontractor or agent of the Contractor access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- issues the *Contractor* with a stop order should the Employer become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The Contractor immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the Project Manager.

The Contractor appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The Contractor confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Subcontractors or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the Contractor confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the Contractor and the Employer regarding health and safety for the purposes of section 37(2) of the OHSA.

The Contractor agrees that the Employer is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the Contractor, and the Contractor's employees, agents or Subcontractors, to the extent permitted by the OHSA.

The Contractor hereby indemnifies the Employer and holds the Employer harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Employer and/or suffered or incurred by the Employer (as the case may be) as a result of, any failure of the Contractor, its employees, agents, Subcontractors and/or mandataries to comply with their obligations in terms of this clause 18, and/or the failure of the Employer to procure the compliance by the Contractor, its employees, agents, Subcontractors and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.

C3.21.2 Health and Safety Plan:

It is mandatory for the Principal Contractor to submit a Health & Safety Plan to the Employer (client). The Employer will discuss and negotiate with the Principal Contractor the contents of the Health & Safety Plan contemplated in 5(1) of the Construction Regulations and thereafter finally approve the Health & Safety Plan for implementation.

The Principal Contractor must forward their Health & Safety Plan to the Employer's Representative (Programme / Project Manager) within two weeks of contract award or as soon as practically possible after contract award. **No construction work to commence without the prior approval of the Health & Safety Plan.**

Any changes to the Contractor's submitted Health & Safety Plan will not result in a compensation event or changes to the contract value.

C3.22 HANDOVER

The Clerk of works may inspect all medium voltage and low voltage lines as detailed below prior to the

agreed outage date negotiated with Field Services.

The pole to pole checklist is to be completed in detail for every structure by the Contractor and made available to the Clerk of works at least three days prior to the outage date.

The completed pole to pole checklist must be verified by the Clerk of works and Field Services at least one day prior to the outage.

The Hand over certificate will be completed and signed on the day of the outage

The Hand over certificate will be completed by all the relevant personal and signed by the contractor, Clerk of works and Field Services.

The contractor is responsible to supply the following fully detailed and completed information that will be used to determine the quality of the workmanship:

- Name plate details of asset, e.g. transformers, breakers, etc.
- Transformer serial number
- Year of manufacture
- Completed quality checklists per structure
- For meter changes, the final meter reading

When the project is energized and handed over, the list of original documents as listed below signed by Field

Services, Clerk of works as well as Contractor must be handed to the Employers representative:

- All Contractor quality checklists
- COW random checklists
- Hand-over certificate

The contractor will ensure completion of the checklists contained in annexure B of document TQRRP020 Rev.2 as well as the asset and customer information contained in SCSASABZ1.

As soon as the Contractor has handed over all of the plant and equipment that has been supplied, installed, satisfactorily tested, and commissioned as a complete unit in proper working order in accordance with the specifications and the General Conditions of Contract, the Certificate of Completion will be issued.

If any significant item(s) of plant or equipment fails to perform to the approval of the *Employer* and the *Contractor* is unable, within three months of the prescribed date, to rectify the matter, the Employer retains the right to reject the item(s) and to instruct the Contractor to remove, at his own cost, all such plant and/or equipment after refunding to the Employer any or all monies which may at that time have been paid to the *Contractor* or otherwise expended

C3.23 FINAL ACCOUNTS

The Final Account must be mutually agreed as soon as practically possible after contract completion but not later than 2 months after completion. Failure to do so may result in forfeiture of monies due as the project will be closed.

C3.24 HEALTH AND SAFETY RISK ASSESSMENT

In order to maintain occupational health and safety at the highest possible level, all hazards have to be identified and then either be eliminated, reduced or controlled in a reasonable manner. The RISK VALUES associated with identified hazards are merely an indicator in respect to the priorities to be allocated towards the management thereof

It is important to note that, although Endumeni Municipality has taken all reasonable steps to ensure that all hazards of a significant nature have been identified, it cannot be guaranteed that all such hazards were identified. Endumeni Municipality will, however, be prepared to give clarity on any other issues that may be identified after this hazard identification and associated risk assessment.

C4: PROJECT SPECIFICATION

C4.1 Site of Works & Site Conditions

The Contractor must familiarize themselves with the following before commencement of the project:

- All Reports, Drawings and Information forwarded by the Employer
- Physical conditions within the site and surroundings (e.g. Rock, Soil Conditions etc)
- Publicly available information about the site and surrounding
- Information about piped and other services below the surface of the site
- Buildings and structures that are within and adjacent to the site
- Atmospheric and environmental data

The site area covered by the Endumeni Field Services network.

The tendering Contractor shall make provision in the prices to undertake the Works in a multitude of differing terrains. Attention is drawn to the likelihood that some roads and areas may not be completely accessible by construction vehicle and some of the work may need to be undertaken by hand.

All excavations requiring blasting are to be assessed and approved by the Employer prior to the excavation thereof.

Blasting will be done by specialists under the regulation of the Explosives Act.

Should blasting be necessary, the tendering Contractor shall take every precaution to protect the Works, persons, animals and property in the vicinity of the site. The tendering Contractor will be held responsible for any injury or damage caused by any blasting operations and shall, at his own expense, make good such damage.

The tendering Contractor must take into account any limitations identified and recommendations made during the environmental studies when deciding on access routes to the construction site

The location of all services and servitudes must be identified and confirmed prior to commencing any excavation. Any damage to any other services during the contract is for the Contractors account.

All IAP's shall be notified in advance of any known potential risks associated with the construction site and the activities on it.

Examples of these are:

- Stringing of power lines
- Blasting
- Excavations
- Machinery on steep slopes above houses / infrastructure
- Risk to residents along haulage roads / access routes

Work at places where the overhead line crosses roads shall be carried out in accordance with the requirements laid down by the National Department of Transport and by the KwaZulu-Natal Department of Transport.

All travelling is to be included in the unit rates per item.

The Forestdale Dlamini Electrification Project 217 connections falls under the Endumeni Local Municipality. Access to this project is via Endumeni CBD. This project situated in a dry and hot area in the KwaZulu-Natal Province. A summary of the conditions likely to be encountered on site is given below.

Temperatures	Very hot in summer, very cold in winter
Rainfall	Average to stormy and lightning strikes
Vegetation	Dense bushes
Agriculture	Small scale subsistence farming
Topography	Semi flat
Soil type	Partially Hrd rock and River sand

a

The Contractors must familiarize themselves with the following before commencement of the project:

- All Reports, Drawings and Information forwarded by the Employer
- Physical conditions within the site and surroundings.
- Publicly available information about the site and surrounding
- Information about piped and other services below the surface of the site
- Buildings and structures that are within and adjacent to the site
- Atmospheric and environmental data

C4.3 STANDARD SPECIFICATIONS

SECTION	DESCRIPTION
1.	GENERAL
1.1	Definitions
1.2	Introduction and General
1.3	Scope of the Works
1.4	Drawings
1.5	Site Conditions
1.6	Site Facilities
1.7	Contract Administration
1.8	Laws, Bye-laws, Regulations, Standards and Codes
1.9	Operation and Maintenance Documentation
1.10	Electricity Supply
1.11	Repairs and Clearing
1.12	Notice Board
2.	MATERIAL, EQUIPMENT AND INSTALLATION
2.1	Quality of Materials and Equipment
2.2	Delivery of Materials and Equipment
2.3	Finishes on Materials and Equipment
2.4	Operating Conditions
3.	OVERHEAD RETICULATION
3.1	Applicable standards
3.2	Existing and new MV network
3.3	Notices, prescriptions and precautions
3.4	LV line conformation and attachments
3.5	MV line configuration and attachments
3.6	Wooden poles and cross-arms
3.7	Stays
3.8	Climbing obstacles and danger signs
3.9	Erection of conductors
3.10	ABC Connections
3.11	MV surge arrestors
3.12	Setting out, clearing and pegging of routes
3.12	Corrosion protection treatment
4.	TRANSFORMERS
4.1	Transformers
4.2	Padlocks
4.3	Inspections, testing and commissioning
4.4	Drawings
5.	EARTHING
5.1	General
5.2	Transformers
5.3	LV side
5.4	Medium voltage cable
5.5	Distribution and/or meter kiosks
6.	POLE MOUNTED SERVICE CONNECTION BOXES
6.1	General
6.2	Excavation
6.3	Backfill
6.4	Clearing
7.	INSPECTIONS, TESTING AND COMMISSIONING
7.1	Inspections by the Engineer
7.2	Inspections by the Contractor
7.3	Requirements for Testing
7.4	Commissioning
7.5	Certificates
8.	POLE MOUNTED SERVICE CONNECTION BOXES

- 8.1 Enclosure
- 8.2 Circuit breakers
- 8.3 Loom conductors
- 9. **SERVICE CONNECTIONS, PRE-PAYMENT METERS AND READY BOARDS**
 - 9.1 General
 - 9.2 Service connection cables
 - 9.3 Pre-payment meters
 - 9.4 Ready boards

1. GENERAL

1.1 DEFINITIONS

The following words and expressions shall have the meanings assigned to them hereunder, except where the context otherwise requires:

Contract Number	:	T.B.C
Tender Number	:	T.B.C
Local Authority	:	Endumeni Municipality
Local Supply Authority	:	Eskom
LV	:	Low voltage, i.e. 415/240V
MV	:	Medium voltage, i.e. 11kV
Schedules	:	The Schedules of Quantities
Site	:	Varies

1.2 INTRODUCTION AND GENERAL

1.2.1 Order of Precedence

Should any of the technical requirements in terms of the Specification and the Drawings for the Works be found to be contradictory, the following list of documents, in descending order of precedence, shall apply:

- a) Schedules
- b) Tender Document
- c) Technical Specification
- d) Drawings

1.2.2 Contradictory Requirements

Should any requirements of the Specification and/or the Drawings be found to be contradictory, the Contractor shall bring such contradictions to the attention of the Engineer prior to the ordering of materials and/or equipment and prior to the execution by the Contractor of any work which may be affected by such contradictions.

1.3 SCOPE OF THE WORKS

The MV scope of work includes 1.1 km of New Three Phase Fox MV. The installation of 3x100kVA and 2x200kVA 11kV/415V transformers.

The LV infrastructure consists of 4km of LV ABC conductor with insulated neutral of 70²mm three phase.

The 217 house service connections are to be connected with approximately 10.8 km of 6mm² airdac and the 217 meters are to be sealed by the Contractor including making good walls where ready board has been installed. (To include one coat of paint if necessary)

The respective MV lines, transformers, auxiliary equipment and house services connections, are to be constructed, commissioned, tested, energised, and handed over to the Eskom. The quality of work is to be audited by the contractor, before being inspected by the Project Manager or his representative.

The contractor is required to supply, deliver, install, test, commission, mark-up as-built drawings and hand over in working order the whole of the works associated with all MV, LV and metering. The contractor will provide a suitable site store and office. The design is based on the Eskom DT Standards.

The detail of the works required is included in the design drawings and bill of quantities.

1.3.2 Site Location

The Site is located in the Municipal area of Endumeni Municipality. The sites are known as Foresdale and Dlamini.

1.3.3 Extent of the Works

The Works contained in this contract involves:

- a) MV FOX overhead lines
- b) Transformers
- c) LV ABC overhead lines
- d) Wooden poles
- e) House installation (Airdac, pre-paid meter and ready board)
- f) Earthing
- g) Excavations and backfilling
- h) Testing and commissioning

1.3.4 Time for Completion

The Time for Completion shall be stated in the appointment letter.

1.4 DRAWINGS

The following layouts are to be constructed.

E001
E002
E003
E008A
E008B
E0010

1.5 SITE CONDITIONS

1.5.1 Access to the Site

Access to the Site will be from existing roads.

1.5.2 Other Contractors on Site

T.B.C

1.5.3 Co-operation During Construction

The Contractor shall co-operate with all other sub-contractors on Site and co-ordinate activities in order to allow all contractors to do their work.

The Contractor shall co-operate closely with the Local Supply Authority about the disconnection of the 22kV supply and adhere to conditions for outages.

1.5.4 Supervisory Personnel

The Contractor will be required to nominate a responsible person to supervise the Contractor's activities on Site and to act as the liaison officer on the Contractor's behalf.

The Engineer will nominate a responsible person who will carry out inspections on Site and act as the Engineer's liaison officer.

1.6 SITE FACILITIES

1.5.1 Site Office

To be provided by Contractor if deemed to be necessary.

1.6.2 Toilet and Ablution Facilities

To be provided by Contractor.

1.6.3 Storage of Materials

No materials on Site which have not been installed as yet will be paid for. Such materials shall be stored in a secure storage area. This storage area shall be provided, maintained and operated by the Contractor at his own cost. The storage area shall consist of a lockable building or an area with security fence. The Contractor shall be responsible for the safe keeping of all materials.

The location of the storage area shall be determined in liaison with the Engineer's Representative on Site and on completion of the Contract, the storage area shall be removed and the area cleared to the satisfaction of the Engineer.

1.6.4 Living Quarters

Not required.

1.6.5 Water, Electricity and Sewerage

Water may be available on Site, but sewerage disposal and electricity not.

1.6.6 Communication

The Contractor shall provide his own communication facilities on Site.

1.6.7 Weather Conditions

The Contractor shall consider the local weather conditions when planning the Works. The construction program shall allow for the normal weather conditions prevailing at the Site during the construction period.

1.6.8 Bedding Sand

The Contractor shall evaluate the available sand on Site for suitability as bedding sand. The removal of such sand shall be subject to the approval of the Engineer. On completion of the removal process, the Contractor shall level the removal area and clear same to the satisfaction of the Engineer.

1.6.9 Dumping Facilities

Excess soil from excavations shall be levelled on Site. Rock and other rubble shall not be dumped on Site and the Contractor shall negotiate with the Local Authority for a suitable dumping site.

1.6.10 Existing Services

The Contractor shall negotiate with the Employer, other contractors on Site, the Local Authority, the Local Supply Authority (if not the Local Authority), Telkom and other relevant parties regarding the presence of existing services on Site.

The Contractor shall exercise care to avoid any damage to existing services. Excavations in the vicinity of existing underground services shall be done by hand and under supervision of the Site foreman.

The Contractor shall be liable for the costs involved to repair any damage inflicted upon existing services by the Contractor or his personnel. Such repairs may not be undertaken by the Contractor unless approved by the Engineer, since such existing services may still be under guarantee and any interference by the Contractor with such services may nullify such guarantees. All damage shall therefore be reported to the Engineer who will arrange for the repairs of such damage.

The Contractor is however strongly advised to insist on written quotations in respect of repairs to damage prior to the undertaking of such repairs.

The Engineer reserves the right to issue variation orders on this Contract to omit any costs due to repairs by others.

1.7 CONTRACT ADMINISTRATION

1.6.1 Pre-construction Launching Meeting

The Contractor shall attend the pre-construction launching meeting at the site at the date and time that will be notified by the Engineer.

1.7.2 Site Meetings

It will be required from the Contractor to attend all Site meetings and inspections. It is a requirement that both the senior foreman on Site and the liaison officer of the Contractor shall attend such Site meetings and inspections and shall be bi-weekly.

1.7.3 Site Instructions

The Contractor shall provide a duplicate copy instruction book as Site instruction book. All Site instructions regarding the Works will be noted in the Site instruction book. However, instructions contained in minutes of meetings or in letters by the Engineer, need not of necessity appear in the Site instruction book.

Only instructions issued by the Engineer or approved by him, shall be executed by the Contractor.

All instructions resulting in variations to the Works as described in the Specification and on the accompanying drawings, shall be confirmed by means of written variation orders, whether such variations result in cost implications or not. The Contract amount will only be adjusted once approved official variation orders by the Engineer have been issued.

1.7.4 Employer's and/or Local Authority's Representative

The Employer and the Local Authority are authorised to send an inspector or any other representative to the Site for observation and inspection purposes. Such inspector or other representative will however not be authorised to issue any instructions to the Contractor. The Contractor shall under no circumstances perform work as a result of any instructions from such inspector or other representative, unless the necessary approval therefore is obtained from the Engineer first. No claim for additional compensation as a result of work performed by the Contractor on the instruction of an inspector or other representative of the Employer and/or the Local Authority will be considered by the Engineer, unless such instructions were obtained in writing and approved by the Engineer.

The Contractor is strongly advised to request an inspector or other representative from the Employer and/or the Local Authority to get in touch with the Engineer should such inspector or representative require any variation to the Works.

1.7.5 Construction Program

The Contractor shall be prepared to commence with the execution of the Works immediately after receipt of the Letter of Acceptance. The Contractor will be advised in writing of the actual starting date for the execution of the Contract.

The Contractor will be required to compile a construction program which will include all work related to the Works. The construction program shall be co-ordinated with all other construction activities on Site.

1.8 LAWS, BYE-LAWS, REGULATIONS, STANDARDS AND CODES

1.8.1 Compliance

The Contractor shall be responsible to ensure that the Works comply in full with the requirements laid down by the following laws, regulations, standards and codes of which the latest issues and revisions shall apply:

- a) The Occupational Health and Safety Act, Act 85 of 1993
- b) Code of Practice for the Wiring of Premises, SANS 10142-1: 1993
- c) The Regulations of the Local Supply Authority.
- d) The Regulations of Telkom SA.
- e) The Standard Regulations of any Government Department or Public Service Company where applicable.
- f) Specifications and codes by the South African Bureau for Standards where applicable.
- g) The technical guidelines and/or technical specifications as issued by the relevant Local Supply Authority and applicable to electrical installations within the Local Supply Authority's area of jurisdiction.

1.8.2 Notices and Fees

The Contractor shall complete and submit all notices and pay all the fees in respect of the Works as may be required by the Local Authority and the Local Supply Authority, except for the electricity connection cost which will be paid by the Employer directly to the Local Supply Authority.

1.8.3 Exemption

The Contractor shall exempt the Employer from all liabilities, losses, costs or expenditure which may arise as a result of the Contractor's negligence to comply with the requirements of the laws, bye-laws, regulations, standards and codes specified above.

1.8.4 Contradictions

It is assumed that the Contractor is conversant with the above-mentioned laws, regulations, standards and codes. Should any law or regulation contradicting the requirements of this Specification, apply or become applicable during construction of the Works, such law or regulation shall overrule the requirements of this Specification. The Contractor shall immediately inform the Engineer of such a contradiction, if possible prior to the ordering of any materials affected and prior to the execution of any work affected. Under no circumstances shall the Contractor carry out any variations to the Works in terms of such contradictions without first obtaining the written permission to do so from the Engineer.

1.9 OPERATION AND MAINTENANCE DOCUMENTATION

1.9.1 Record Drawings

During the construction of the Works, the Contractor shall record the as built conditions on a set of drawings to be supplied by the Engineer for that purpose. On completion of the Works, the Contractor shall submit a complete set of record drawings to the Engineer.

1.9.2 Handing Over Certificate

The submission of operation and maintenance documentation will form part of the Works and the Handing Over Certificate will not be issued unless acceptable and complete documentation had been submitted to the Engineer.

1.10 ELECTRICITY SUPPLY

1.10.1 Connection Points

The connection points for the electricity supply will be as shown on the applicable drawings.

1.10.2 Liaison with Local Authority

The Contractor shall closely co-operate with the Local Supply Authority regarding their requirements for the connection to the permanent electricity supply in order to meet the technical requirements and the time program.

1.10.3 Application for Electricity Connection (Not Applicable)

The Contractor shall submit the necessary application for the permanent electricity connection to the Local Supply Authority. The Employer will pay all costs directly associated with the permanent electricity connection directly to the Local Supply Authority.

1.10.4 Wayleaves

The Contractor shall submit the application for wayleaves to the Local Supply Authority and Telkom. The Contractor shall be subject to the provisions and specifications of the Local Supply Authority and Telkom regarding such wayleaves.

1.11 REPAIRS AND CLEARING

1.11.1 Repair of Incidental Damage

The Contractor shall be liable for the repair of any incidental damage caused by the Contractor or his personnel on Site. Such repairs shall be effected to the satisfaction of the Engineer and the Engineer reserves the right to call for the replacement of any items which are badly damaged. All such repairs and replacements shall be effected at the cost of the Contractor.

1.11.2 Clearing

On completion of the Works, the Contractor shall clear away and remove from Site all excess materials and rubble resulting from the execution of the Contract. The Contractor shall further tidy and clean the Site to the satisfaction of the Engineer.

1.12 NOTICE BOARD

A multi-disciplinary notice board for the project is not required.

2. MATERIAL, EQUIPMENT AND INSTALLATION

2.1 QUALITY OF MATERIALS AND EQUIPMENT

All material to be supplied in terms of this Contract shall be new and unused. Where specific manufacturers' materials or equipment were not prescribed in the Specification, materials and equipment supplied shall be of the best quality available. Preference shall be given to materials of South African manufacture and in particular to materials bearing the SABS mark of quality. The Engineer reserves the right to call for the replacement of any materials found on Site which do not conform with the above requirements, provided that alternative materials which do conform with the above requirements, are available. Any such replacements shall be effected by the Contractor at his own cost and the cost shall not be recoverable from the Employer or the Engineer.

2.2 DELIVERY OF MATERIALS AND EQUIPMENT

The Contractor shall ensure that all materials required for the completion of the Works, shall be timeously ordered and delivered. Delivery dates and possible delays shall be established at an early stage. No claims for extension of the Contract period as a result of delays in delivery of materials shall be considered by the Engineer, unless such delivery periods are in excess of the Time for Completion.

2.3 FINISHES ON MATERIALS AND EQUIPMENT

2.3.1 General

All materials and equipment to be supplied for the Works, shall have durable finishes to withstand the weather conditions on Site for acceptable periods of time. The Contractor shall

exercise care regarding materials to be utilised in corrosive areas.

The types of finishes required on various materials and equipment and the final colour are specified in the relevant sections of the Technical Specification.

In the event of painting, baked enamel and electrostatically applied powder coating, the metal surfaces shall be prepared as follows prior to painting. All sharp edges shall be smoothed and rounded to ensure that the finishing layer(s) will adhere properly to the entire metal surfaces.

Surface preparation shall comply with the requirements of SABS 064. All metal parts shall be thoroughly cleaned of corrosion, mill scale, grease and foreign matter to a continuous metal finish. Sand or shot blasting or acid pickling and washing shall be employed for this purpose.

2.3.2 Finishes

The following terms will be used to specify the required finishes and are defined as follows:

a) Painting:

In the event of **ungalvanized metal work**, one layer of approved zinc chromate undercoat conforming to the requirements of the SABS 679, Type 1, shall be applied immediately after cleaning is completed and the metal properly dried. The undercoat dry film thickness shall measure at least 25 microns. Once the undercoat layer has dried for a period of minimum 24 hours, the first of two final coats of high gloss paint shall be applied. The paint shall conform to the requirements of SABS 630, Grade 1. The dry film thickness for each coat shall be minimum 25 microns, resulting in an overall paint dry film thickness of at least 75 microns. In highly corrosive areas or in areas within 50km from the coast, the paint thickness shall be increased so that the total dry film thickness shall be at least 120 microns.

In the event that painting of **galvanised metal work** is required, the galvanised metal shall be treated with a passivative coating and then washed with water and dried. Thereafter one coat of calcium plume undercoating complying with the requirements of SABS 912 shall be applied, followed by one coat of approved undercoat conforming to the requirements of SABS 681, Type 2. Once the undercoat has dried for a period of minimum 24 hours, the first of two final coats shall be applied. The paint shall conform to the requirements of SABS 630, Grade 1. The dry film thickness for each coat shall be minimum 25 microns, resulting in an overall paint dry film thickness of at least 75 microns.

In the event that painting of **aluminium** is required, one coat of self-etching primer, conforming to the requirements of SABS 723 (Plascon Hi-Sheen or similar and equal) shall be applied immediately after the cleaning is completed and the metal properly dried. Once the primer has dried for a period of minimum 24 hours, the first of two final coats shall be applied. The paint shall conform to the requirements of SABS 630, Grade 1. The dry film thickness for each coat shall be minimum 25 microns, resulting in an overall paint dry film thickness of at least 75 microns.

Paint thickness shall be determined in accordance with the SABS 140 or 141 methods.

b) Baked enamel:

Immediately after cleaning, all surfaces shall be covered by a tough, corrosion inhibiting, unbroken, metal phosphate film and then properly dried. Within forty eight (48) hours after phosphatising, a passivating layer, consisting of a high quality zinc chromate primer shall be applied, followed by two coats of high quality alkyd based baked enamel paint. The enamel finish shall comply with the requirements of SABS 783, Type IV. The minimum dry film thickness shall be 75 micron and in coastal areas the dry film thickness shall be increased to at least 120 micron. The paint finish shall further have an impact resistance of 5,65J on cold rolled steel plate and a scratch resistance of 2,0kg.

c) Powder coating:

Immediately after cleaning, the metal shall be pre-heated and then covered by a microstructured paint powder applied electrostatically. Particular care shall be taken to cover all sharp edges properly. The paint shall then be baked and shall harden within 10 minutes at a temperature of 190°C. The minimum dry film thickness after baking shall be 50 micron and in coastal areas the dry film thickness shall be increased to 100 micron. The paint finish shall further have an impact resistance of 5,65J on cold rolled steel plate and a scratch resistance of 2,0kg.

d) Galvanising:

All galvanising shall be of the hot dip process and shall conform to the requirements of SABS 763. All completed galvanised structures shall either bear the SABS mark of approval or shall be accompanied by a certificate by the galvanising company to confirm that the galvanising conforms to the requirements of the SABS 763. It will be the Contractor's responsibility to obtain and submit such certificates to the Engineer and pay all costs in such regard. Should the

Engineer at his own discretion prefer to have the galvanising evaluated by the SABS and the SABS should find that such galvanising does not conform to the requirements of the SABS 763 specification, the Contractor will be instructed to have all suspect structures regalvanised at his own cost. In addition, the Contractor will be liable for all costs incurred by the Employer and the Engineer during the process of evaluation by the SABS and the regalvanising process.

Prior to galvanising, the metal work shall be designed and prepared to ensure thorough liquid zinc coverage of all metal surfaces, both inside and outside, and to prevent undue distortion of the metal structure due to the heat of the hot dip process. The metal structure shall be prepared with all drilling, welding, punching, cutting, bending and other forming processes completed prior to galvanising. Furthermore, all welded seams shall be inspected for suitability and properly prepared prior to galvanising.

In the event that the galvanising finish should get damaged after galvanising and prior to the first handover of the Contract, the Contractor will be liable to repair such damage at his own cost and to the satisfaction of the Engineer. Repairs shall be in the form of either regalvanising or on site repairing. On site repairing shall be by means of soldering or preferably hot zinc spraying in accordance with SABS 763, as called for by the Engineer at his own discretion.

2.4 OPERATING CONDITIONS

All material and equipment supplied by the Contractor and all installation methods applied by the Contractor shall be suitable for the following operating conditions:

2.4.1 Environmental Conditions

Altitude above sea level	:	T.B.C
Distance from sea	:	T.B.C
Ambient temperature	:	0°C to +42°C
Wind speed	:	In excess of 120km/h
Rain	:	From a light drizzle to heavy driving rain in stormy conditions

2.4.2 Electrical Conditions

Supply voltage	medium voltage	:22 000V ± 5%
	low voltage	:415V ±10% line voltage 230V ±10% phase voltage
Frequency	:	50Hz
Vector group	:	Dyn 11
Fault level	:	To be confirmed
Phase rotation	:	To be confirmed with Local Supply Authority.
Earth system	:	Solidly earthed neutral at distribution transformers.

3. OVERHEAD RETICULATION

3.1 APPLICABLE STANDARDS

The Standards referred to or which are applicable to equipment, material or methods shall be the latest revised issue of the following:

SABS 753/754	Pine/Eucalyptus Poles and Cross-arms for Power Transmission, Low Voltage Reticulation and Telephone Systems
SABS 763	Hot-dip (galvanised) Zinc Coatings
BS 16	Stay Rods and Turn Buckles
BS 183	Anchor Wire
BS 2914	Surge Arresters for Alternating Current Systems
AMEU	Code of Practice for the Application of Multiple Earthing of Low Voltage Networks
CP 1013	Earthing (British Code)
SAIEI	Code of Practice for Overhead Power Lines for Current Conditions in South Africa
NRS023: 1991	Overhead Reticulation: Recommended Practice for Low Cost urban Reticulation

3.2 EXISTING AND NEW MV NETWORK

The existing MV network is overhead. The MV network for this project is overhead and is connected to the adjacent network.

3.3 NOTICES, PRESCRIPTIONS AND PRE-CAUTIONS

3.3.1 Notices

The Contractor must notify the following persons/organisations before the starting of any construction work on the overhead line:

- a) The Local Supply Authority: Notify the Local Supply Authority in writing, at least one week prior to a planned outage. A program must at that stage be submitted to indicate when all the outages are planned.
- b) Telkom SA (Ltd)
- c) The civil department of the Endumeni Municipality.
- d) Any other relevant authority as required.
- e) The Engineer: Notify the Engineer 7 days prior to such outage and when all parties agreed on a suitable time for the outage.

3.3.2 Special Conditions

The Contractor shall strictly comply to the abovementioned conditions and of the Authorities about the installation of overhead networks in the vicinity of other networks (like Telkom) property or fencing, etc. The following special conditions shall apply for the outages:

The power shall be disconnected during normal working hours (08:00 to 17:00) and during normal working days (Monday to Friday, excluding public holidays).

3.3.3 Precautions

The Contractor shall take the necessary pre-cautions and provide the necessary danger signs and/or danger lights to ensure the safety of the public and own workers during construction.

3.3.4 Danger Signs

A danger sign, with a lightning strike logo and manufactured according to the provisions of the OHS Act, Act 85 of 1993, must be supplied and installed on every transformer and strut pole. The sign must be attached to the pole with galvanised nails at a height just above the climbing obstacle.

3.4 LV LINE CONFORMATION AND ATTACHMENTS

The low voltage overhead lines shall be the aerial bundled system as per Eskom specification

3.4.1 Structures

- a) Suspension Assembly (0°-30°)
- b) Terminal Assembly
- c) Strain Assembly (0°-60°)
- d) Strain Assembly (60°-90°)
- e) T-Off Assembly from Intermediate
- f) Cross Intermediate – Intermediate
- g) T-Off Assembly from Strain
- h) Cross Intermediate - Strain Assembly

3.4.2 Connections

- a) LV Fuses at terminations of transformer to ABC line:
 - 70mm² ABC tails to 70mm² ABC line
 - 35mm² ABC tails to 35mm² ABC line
- b) Pole top box to LV ABC:
35mm² or 70mm² ABC tails onto LV ABC line

3.5 MV LINE CONFIGURATION AND ATTACHMENTS

The line configuration shall be as follows:

3.5.1 Structures

- a) Suspension Assembly (0°-30°)
- b) Terminal Assembly
- c) Strain Assembly (0°-30°)
- d) Strain Assembly (30°-90°)
- e) T-Off Assembly from Intermediate
- f) Cross Intermediate – Intermediate Assembly
- g) T-Off Assembly from Strain
- h) Cross Intermediate - Strain Assembly

3.6 WOODEN POLES AND CROSS-ARMS

3.6.1 Pole Material

Wooden poles shall comply with the requirements of SABS 753 and shall bear the SABS mark of approval. Poles shall be selected to be straight, free of cracks and undamaged. The poles shall conform to the following requirements:

Pole material	:	Eucalyptus
Pole length	:	11m, 9m, 7m and 5m
Strength group	:	55MPa
Treatment method	:	Creosote

3.6.2 Cross-arms

Cross-arms shall be 2.5m wooden as per Eskom specification.

3.6.3 Planting of Poles

- a) Planting depths
Poles shall be planted to a depth of 2m for 12m poles, 1,8m for 11m poles, 1,6m for 9m poles and 1,5m for 7m poles.
- b) Erection and Alignment
Poles shall be planted absolutely vertical and no deviations from a perfectly straight line shall be visible along straight line sections of the line.
- c) Mounting of Equipment on Poles
Equipment may be mounted before or after erection of the poles.
- d) Safety Precautions during Erection of Poles
The Contractor shall take due precaution to prevent abnormal loads being imposed on the poles during erection, maintenance or repair and shall provide additional safety measures where required.

3.7 STAYS

3.7.1 Stay Wires

Stay wires shall comply with BS 183 and shall be 7 x 4mm dia twisted galvanised steel wire with a minimum tensile strength of 1100 MPa.

3.7.2 Stay Rods, Stay Plates, Guy Grips and Poletop make-offs

Stay rods and plates shall be hot dipped galvanised to SABS 763 and comply with BS 16. Stay plates shall have nominal dimension of 450mm x 450mm x 6mm for MV and 300mm x 300mm x 6mm for LV.

Stay rods of the following diameter and corresponding tensile strength shall be utilised: Stayrods shall be M20 rod for MV and M16 for LV Guy grips and poletop make-offs shall be used. Guy grips and pole-top make offs shall be pre-formed.

3.7.3 Stay Insulators

Each staywire shall consist of two parts, separated by a glazed porcelain type insulator. The insulator shall have a minimum tensile strength of 100kN. The insulator shall be minimum 3 m above ground level, but below the lowest live conductor. The minimum dry sparkover voltage shall be more than 35kV and the wet sparkover voltage minimum 30kV for this insulator.

3.7.4 Stay Guards

Each stay guard shall consist of a 3m length of 16mm dia UV stabilised PVC water pipe which shall be installed as a sleeve over the lower part of the cable just above stay rod. This is applicable where stays are hindering the walkways.

3.7.5 Positioning of Stays and Strain Directions

Stays shall be provided as pegged. Stays shall not obstruct any roadways or be unsightly.

3.7.6 Distance between Stay Point and Pole

The distance between the stay point and the pole shall be determined by the angle between the stay and the pole. This angle shall not exceed 45°, nor be less than 30°, without the Engineer's approval.

3.7.7 Fixing of Stay to Pole, Insulators and Turnbuckles

a) Fixing of Stay to Pole top:

The stay shall be made off at the pole top before erection of the pole. The pole top make-off shall be wound around the wooden pole top twice at a point as close as possible to the point where the maximum strain will be exerted on the pole.

b) Insulators:

The pre-formed guy grip shall be passed through the insulator holes before it is twisted.

c) Corrosion Protection:

Where the stay make-off is not of the preformed type the termination shall be painted with one coat calcium plumbate and two coats of aluminium paint.

3.7.9 Tensioning of Stays

Stays shall be properly tensioned during installation and the tension checked during and after the construction period.

3.7.10 Temporary Stays During Construction

Temporary stays needed by the Contractor during construction shall be supplied, installed and removed at the Contractor's expense.

3.8 CLIMBING OBSTACLES AND DANGER SIGNS

Climbing Obstacles must be supplied and installed to all MV and LV strut poles supporting the overhead lines.

The climbing obstacle must consist of at least 10 turns of galvanised barbed wire spread over 1m length of the pole, with the lower end thereof 2m above ground level.

Each turn of the barbed wire shall be equally spaced and firmly fixed to the pole with a galvanised or stainless-steel staple.

Danger signs (for warning against electricity) shall also be installed with galvanised nails above each climbing obstacle.

3.9 ERECTION OF CONDUCTORS

3.9.1 Conductors shall be run out of freely rotating drums mounted on suitable jacks and axles.

3.9.2 Conductors shall not be run out along the ground. Running blocks or insulators on the poles shall be used to support conductors being run out.

3.9.3 Manufacturer's stringing and tension charts shall be used to erect conductors.

3.9.4 Initial tensioning of conductors shall be by means of suitable rated winches on chain ratchet pullers and "come alongs" designed for the type and size of conductor specified.

3.9.5 Final tensioning and regulation of conductors shall be by means of suitably rated and sized line vices. All conductors shall be tensioned simultaneously.

3.10 ABC CONNECTIONS

3.10.1 Mechanical Shovels and Cranes

Mechanical shovels and cranes may be applied at safe distances from underground services or existing overhead lines, for the construction of overhead electrical networks.

3.10.2 Tension Equipment

Equipment used for the erection and tensioning of bare conductors shall be of approved design and shall not damage the conductors in the process of erection or tensioning.

3.10.3 Scales, Dynamometers and Thermometers

Tension scales and dynamometers shall be used during the erection process to ensure that the specified or recommended sag or tension curves are not exceeded. Thermometers shall be used during the erection process to determine the ambient temperature and to ensure that the conductors are tensioned correctly for the given temperature.

The Contractor shall upon a request from the Engineer, produce calibration certificates for the tension scales and dynamometers.

3.11 MV SURGE ARRESTORS

3.11.1 General

Surge arrestors shall comply to BS 2914 and/or IEC 99-1 and shall be of the series gap or ZnO gapless type. The porcelain sleeve shall be clearly marked with the following information: type, rating and date of manufacture. Surge arrestors shall be provided at every 22kV overhead cable termination and transformer. Two sets of surge arrestors to be installed per transformer.

3.11.2 Construction

The surge arresting elements shall be housed in a sleeve of high dielectric strength porcelain with the end hermetically sealed with metal caps and rubber seals to prevent the ingress of moisture. A pressure relief valve shall be built into the bottom seal to enable the internal pressure built-up due to operation or damage to elements to escape.

3.12 SETTING OUT, CLEARING AND PEGGING OF ROUTES

The land surveyor shall mark or peg the position of all poles and stays as indicated on the drawings. The cost for the survey will be included in the bill of quantities.

All bushes and trees on the proposed route shall be cleared by the contractor before conductors are drawn into position.

The Contractor shall ensure that the most practical positions for poles and stays are selected with due regard to any other services, buildings, road crossings and natural obstructions. Deviations from the route as indicated on the Engineer's drawings shall be approved by the Engineer before excavations are started.

3.13 CORROSION PROTECTION TREATMENT

All equipment and components used for above ground installation shall be properly protected against corrosion or manufactured of corrosion resistant material. Refer to the section FINISHES ON MATERIALS AND EQUIPMENT.

To prevent corrosion at the air/ground interface to these items the sections in and up to 300 mm above the ground shall be treated with two layers of an epoxy tar coating, applied to a thickness of 250 micron. Plascon Parthenon Gehopon Epoxy Tar coating or equivalent may be used.

The threaded parts, pins, bolts and bearings of pole mounted equipment shall be treated with a non-oxidising corrosion resistant grease during installation. The internal grooves of line taps shall be coated with conductive grease before installation and the complete installation with corrosion resistant grease after installation.

Screwed terminal connectors shall be coated with Densal paste, as applicable.

4. TRANSFORMERS

4.1 TRANSFORMERS

4.1.1 General

The Contractor shall supply and install the transformers as indicated on the applicable drawing. The transformers shall have MV open bushings (682mm creepage) and be suitable for Raychem dry-type terminations.

On the low voltage side the transformer shall have open bushings suitable for standard M12 lug crimp terminations.

4.1.2 Transformers

The transformer shall be of the hermetically sealed, low loss, double wound, 3 phase, oil immersed, core type arranged for natural oil cooling (ONAN), manufactured, rated and tested in accordance with SABS 780/1966, SABS 555: Insulating oil, SABS 833: bushing and NRS 005-1990).

The transformer shall be rated as per specifications called and shall be of the Vector Group Dyn

11.

The primary voltage shall be 11 000 or 22 000 volt and secondary voltage 415 volt three phase at mid tap (no load).

Each transformer shall be provided with constant kVA tapplings in the centre of the primary winding to give a variation of $\pm 2,5\%$ and $\pm 5\%$. Tap changing shall be effected by means of a lockable, external, off-load circuit tapping switch. Tapping switches shall be insulated for the full line voltage between tapplings which shall be fully capable of withstanding all normal currents, fault currents, voltage surges and other abnormal conditions that could be applied to the transformer during testing that might occur at any time in service. The tap switch shall be lockable with a padlock or suitable bolt.

All terminals on both the primary and secondary sides, including starpoint (on the secondary) shall be brought out to open bushings. All MV connections shall be properly insulated.

A rating plate stating all the relevant information shall be provided on the outside of the transformer tank.

An oil level gauge shall be provided.

Other electrical properties:	- Frequency	: 50 Hertz
	- Impedance	: 4 - 5 %
	- MV/LV Winding material	: Copper
	- Other tank fittings	: Earth terminals and rating plate
	- Corrosion protection	: Tank housing: 3CR12 : Radiators: Zink sprayed

4.1.3 Low Voltage Compartment (Not Applicable)

The LV compartment shall contain the following:

- A set of busbars rated 150 % of the full load current and capable to withstand the fault current for the particular transformer, 3 phases and neutral of which the busbars shall be mounted behind the front panel on appropriate LV insulators. All live parts shall be covered to prevent inadvertent human electrical contact.
- The LV terminals of the transformer shall be directly connected to the circuit breaker with busbars by means of PVC insulated conductors of the correct ampere rating and colour coded red, white and blue. The conductors shall have current ratings in excess of the current rating from the busbars shall be the correct current rating of the main circuit breaker. A black PVC insulated conductor of the same cross sectional area as the phase conductors shall be installed between the neutral terminal of the transformer and the neutral bar. The neutral bar shall be connected to the earth bar by means of an appropriate stranded bare copper conductor.
- Three maximum demand/instantaneous indication ammeters (ratio's to be in accordance with rating of the transformer). The time lag shall be 15 minutes. The current transformers shall be of the ring type, class 1 and 7,5 VA burden, mounted firmly on the busbars.
- A voltmeter with a rotary selection switch for phases and phase to neutral selection shall be fitted to the front panel.
- Unistruts for gland plates shall be installed, together with the gland plates for the cable sizes as specified.
- A removable front panel finished in white enamel paint shall be fitted over equipment, with cut-outs provided to operate equipment. All fuses shall be fully accessible without removing the front panel. This panel shall be fitted with a padlockable access door (green) which covers the white front panel completely.
- All circuits shall be provided with engraved traffolite or "Darvic" labels.
- A full length copper earth bar of minimum dimensions of $\pm 31,5 \times 6,3\text{mm}$ shall be mounted above the gland plate. This shall be connected to the transformer neutral, transformer tank, and LV distribution using 70mm^2 bare stranded copper conductor.
- A gland plate manufactured using 3mm steel, hot dip galvanised after drilling shall be provided. The gland plate shall be drilled to suit outgoing cables, including provision for future expansion.
- LV circuit breakers shall be installed at the manufacturer and as stated in the Bill of Quantities.

4.1.4 Identification Labels

Each transformer shall be provided with a label on the tank (front section facing away from pole) to identify the transformer. Each label shall be painted in white lettering minimum 150mm high. The exact legend will be confirmed by the Engineer at a later stage.

4.2 PADLOCKS (Not Applicable)

The Contractor shall supply and install a padlock for each panel of the outdoor switchgear and

any other equipment that need to be secured. The padlocks shall be purchased from the Local Authority to ensure that the correct type of padlocks are provided. The quantity of padlocks shall be to the requirements of the Local Supply Authority.

4.3 INSPECTIONS, TESTING AND COMMISSIONING

(See INSPECTIONS, TESTING AND COMMISSIONING elsewhere in this Specification.) Two sets of test probes shall be provided for the switchgear.

4.4 DRAWINGS

Tenderers shall complete the schedule (Schedule of Equipment Offered) annexed to this Specification.

The Tenderer shall include with his tender a comprehensive technical description of the equipment offered. No tender shall be considered which is not accompanied by sufficient information to permit the merits of the equipment offered to be examined.

5. EARTHING

5.1 GENERAL

The Contractor shall supply and install the complete earthing installation. The entire Works shall be properly and effectively earthed and bonded as prescribed in the Wiring Code (SABS 0142: 2001) and in the Specification.

The following requirements apply in general:

A separate earth bar shall be provided for each of the minisubs, stand-alone MV switchgear and kiosks. All other earth conductors shall be connected to the earth bars by means of bolts, nuts and washers.

Iron, Lead and Zinc shall not be used in direct contact with copper earth bars or conductors. Suitable bi-metallic or stainless steel connectors shall be employed wherever such a connection is required.

Jointing of lengths of earth conductor and T-off's therefrom shall be performed by means of Cadwelding or silbralloy welding. An overlap of minimum three times the width of the conductor shall be used to ensure proper contact.

Where lugs are used for connecting earth conductors, care shall be taken to ensure that the lugs are matched in size to both the conductors and the bolts they have to be connected with.

Oversize lugs will not be accepted. The lugs shall be crimped onto the conductors with a hydraulic type of crimping tool. The lugs shall be so positioned on contact surfaces that the full contact area of each lug is in contact with the contact surface.

Wherever an earth conductor is looped from one piece of equipment to another, the conductor shall not be cut at or in between the pieces of equipment. At each connection point, the conductor shall be bent into a U-shape and the lug crimped onto the U-section. This will ensure that the continuity of the earth conductor is maintained even when the earth conductor has to be removed from the connection point of any individual piece of equipment.

Wherever an earth connection is required to be made off onto a painted surface, the paint shall be removed over a minimum, but sufficient area to ensure good contact between the lug and the surface. Exposed areas where paint was removed, shall be coated with Petroleum jelly before bolting on the lugs. Once a lug is bolted on, any exposed area not covered by the lug, shall be made good. The Petroleum jelly shall be removed and the area cleaned. The exposed area shall then be treated against corrosion to match the quality and type of finishing on the adjoining surface.

All exposed copper earth wires shall be installed in galvanised conduit to a height of 3m above ground level and 500mm below ground. Where the use of galvanised conduit is impractical, exposed copper earth wires shall be painted black immediately after installation.

On completion, every earth installation shall be tested and the earth resistance reading recorded. The tests shall be witnessed by the Employer, the Engineer or the Local Supply Authority.

All screws, bolts, nuts and washers to be used, shall be stainless steel.

5.2 TRANSFORMERS

An earth resistance of maximum 2 ohm is required, measured with all contributing earth wires connected to the earth bar.

The "crows feet" formation shall be used as follows:

- MV side: 3 x 6m x 16mm² bare copper earth conductor connected to transformer tank with 15m x 16mm² black PVC coated conductor.

5.3 LV SIDE

An earth resistance of maximum 2 ohm is required, measured with all contributing earth wires connected to the earth bar.

The "crows feet" formation shall be used as follows:

- MV side: 3 x 6m x 16mm² bare copper earth conductor connected to transformer tank with 15m x 16mm² black PVC coated conductor.

5.4 MEDIUM VOLTAGE CABLE

The cable armouring shall be connected to the earth bar of the equipment at each cable termination. Where jointing between lengths of MV cable occurs, the cable armouring of both cables shall be effectively connected.

5.5 DISTRIBUTION AND/OR METER KIOSKS (IF APPLICABLE)

An earth resistance of maximum 5 Ohm is required, with all contributing earth wires connected to the earth bar.

A 35mm² bare earth copper conductor shall be installed with the supply cable in the same

trench from the kiosk. The earth conductor(s) shall be connected to the earth bar of the kiosk.

6 POLE HOLES

6.1 General

The Contractor will be responsible for all excavations. The Contractor will be responsible to ensure that excavations are done in accordance with the requirements of this Specification. The Contractor will be responsible for backfilling and clearing.

6.2 Excavation

Holes for streetlight and other poles shall be excavated to the minimum diameter and depth to ensure that the pole is supported by undisturbed soil. The depth of each hole shall be equal to one sixth of the length of pole to be planted. All holes shall be drilled. Backfilling shall be done and also compacted to 100% MOD AASHTO.

6.3 Backfill

The Contractor shall ensure that the backfill into the pole hole is properly compacted to ensure that the pole is adequately supported to prevent lateral movement. Should the Contractor doubt the load bearing capacity of the backfill material, cement shall be mixed in with the material to increase the load bearing capacity.

Wooden poles however, shall not be cemented in as this may trap moisture around the pole and promote rot.

On completion of the backfilling, soil shall be heaped around the pole and levelled over an area of 1m diameter, with the pole as the centre of the circle. At the base of the pole, the finished ground level shall be 100mm higher than at the edges of the circle where the level shall be the same as the natural ground level at that point.

6.4 Clearing

Upon completion of the backfilling, the excess soil shall be levelled in the vicinity of the pole. In the event that excessive spoil remains, such spoil shall be removed and dumped in suitable dumping locations to be agreed with the Engineer. The area around the pole shall be cleared and levelled to the satisfaction of the Engineer.

7. INSPECTIONS, TESTING AND COMMISSIONING

7.1 Inspections by the Engineer

a) Engineer's responsibility:

Inspections by the Engineer will take place on a sampling basis only. The Engineer is not responsible to ensure that the Contractor meets with the requirements of the Specification, but will assist the Contractor in an effort to identify problem areas at an early stage. **At no time will an inspection by the Engineer alleviate the Contractor of his responsibility to provide the Employer with a Works which conforms in all respects with the requirements of the Specification.**

b) At manufacturers' premises:

Wherever applicable, manufacturers shall inspect and test equipment and materials in accordance with the requirements of this Specification and the applicable SABS specifications. The Engineer shall have the right to attend such inspections and/or tests and shall therefore be given notice of such intended inspections and tests. Notice shall be in writing and shall reach the Engineer at least forty eight (48) hours prior to the inspection or test time. The Engineer shall decide at his own discretion whether to attend the inspections or tests, or not. Should the Engineer attend the inspections and or tests at the manufacturer's premises, such inspections shall be regarded as assistance only to the Contractor in an effort to identify any possible shortcoming at an early stage. The fact that the Engineer may attend the inspections or tests and approve the relevant equipment or materials at that stage, will in no way alleviate the Contractor of his responsibility to ensure that the equipment or materials meet with the requirements of the Specification.

c) On Site:

The Engineer will inspect the Works as the work progresses. Typical unacceptable work will be identified and the Contractor will be expected to rectify such work and to prevent the recurrence thereof.

d) Contractor to be liable for cost of aborted first Handing Over inspection by the Engineer:
Should the Engineer have been advised in writing by the Contractor of the completion of the Works and then find during the first Handing Over inspection that the Works are incomplete, the inspection will be aborted and the Contractor shall have to arrange for a further inspection upon completion of the outstanding work. Furthermore the Contractor will then be liable to pay the Engineer full professional fees on a time and cost basis for the time wasted during the aborted inspection. Should the Contractor fail to settle the Engineer's account, the Engineer reserves the right to issue a variation order on the Contract to omit an amount of money equal to the cost involved in which case the Engineer's account will be submitted to the Employer for settlement.

7.2 Inspections by the Contractor

In terms of the Contract, the Contractor is responsible to ensure that the Works conform with all the requirements of the Specification. To this effect, it is recommended that the Contractor shall inspect all materials and equipment prior to the installation thereof. In addition, the Contractor shall regularly inspect the Works in order to ensure quality control.

Upon receipt of a written advice from the Contractor, requesting a first Take Over inspection, the Engineer will conduct an inspection in the presence of the Contractor or his representative and compile a fault list.

Upon receipt of a written advice from the Contractor that the remedial work has been completed and that a further Take Over inspection is requested, the Engineer will conduct a further inspection. Provided the Works are acceptable and all required documentation has been submitted, the Engineer shall then issue a Taking Over Certificate.

Upon receipt of a written advice from the Contractor that a Completion inspection is required on the expiry of the Defects Liability Period, the Engineer will arrange for a final inspection (if deemed necessary by the Engineer). Provided the Works are acceptable, the Engineer shall then issue a Completion Certificate.

7.3 Requirements for Testing

The Contractor shall provide, at his own cost, the tools, instruments, equipment and consumables necessary for the performance of the tests as required. The Contractor shall further arrange for the tests to be performed at times suitable for the Engineer, the Local Supply Authority and the Employer. The Contractor shall perform the tests in the presence of and to the satisfaction of the parties represented.

In general the following tests shall be performed:

- a) Medium voltage equipment : Pressure test in accordance with the relevant SABS or IEC standards shall be performed at the manufacturers' premises.
- b) Medium voltage cables : Continuity, DC pressure (to SABS 97-1991) and phase rotation tests to be performed by the Contractor. (Live MV phasing shall be carried out by qualified personnel)
- c) Low tension cables : Continuity and insulation resistance tests, to be performed by the Contractor.
- d) Low tension installations : Earth resistance, continuity and insulation resistance tests, to be performed by the Contractor.

The Contractor shall employ a competent company/person for testing of the MV cables. This company/person shall be approved by the Local Supply Authority.

After the successful completion of the tests, the Contractor shall issue the necessary certificates and submit same to the Engineer. In the case of the certificate of compliance by installation electricians which shall be issued in terms of the Act on Occupational Health and Safety, the original of the certificate shall be submitted to the Local Supply Authority and a copy to the Engineer.

7.4 Commissioning

The Contractor shall commission the Works upon approval thereof by both the Engineer and the Local Supply Authority, after which the Taking Over of the Works will take place.

The Contractor shall employ an approved (by the Local Supply Authority) technical specialist for the commissioning of the MV equipment.

7.5 Certificates

The Contractor shall hand over the original copies of the required test certificates to the Engineer on completion of the project about the following:

- a) Certificates, as issued by the manufacturer, for the tests done.
- b) Test certificate for the measurement of the earth resistance for each transformer earthing system.
- c) Test certificates as been issued by the Manufacturer as applicable for each voltage transformer for impedances and voltages.
- d) Certificate of Compliance for each connection.

8. POLE MOUNTED SERVICE CONNECTION BOXES

8.1 Enclosure

The enclosure for the service connection box shall be of tough, hard polyethylene or glass fibre and shall be supplied complete with hot dip galvanized or stainless steel bolts, nuts, washers and clamps to secure the enclosure to the pole or alternatively with 12mm stainless steel strapping around the pole.

The service connection box shall conform to Eskom's requirements.

Each enclosure shall also conform to the following:

8.1.1 2-way Boxes:Wired for 4 x 20A circuit breakers, 4 x 6mm² concentric cable (Airdac).

8.1.2 4-way Boxes: Wired for 4 x 20A circuit breakers, 4 x 6mm² concentric cable (Airdac).

8.2 Circuit Breakers

Moulded case circuit breakers in accordance with SABS 156 with a rupture capacity of 5kA and similar or equivalent to Eskom Standard shall be used. Terminal clamps shall be corrosion resistant.

8.3 Loom Conductors

Each service connection box shall be connected to the ABC conductors by means of 35mm² or 70mm², XLPE insulated, aluminium loom conductors. The number of loom (jumpers) conductors is stated under Item 9.1 above.

The loom conductors shall be terminated into the enclosure by means of suitably sized compression glands. The loom conductors shall be terminated onto the busbars inside the pole top boxes on the one end and with IPC's onto the ABC at the other end.

9. SERVICE CONNECTIONS, PRE-PAYMENT METERS AND READY BOARDS

9.1 GENERAL

The Contractor shall supply and install the service connection cables. And will supply a CoC for each house connection.

9.2 SERVICE CONNECTION CABLES

The service connection cables shall be 6mm², Airdac type cables as per Eskom Specification. The Airdac shall be of the concentric type.

9.3 PRE-PAYMENT METERS

The pre-payment meters and ECU units shall be to Eskom specification and rated for 20A.

9.4 READY BOARDS

9.4.1 Equipment

The ready boards shall be to Eskom specification:

9.4.2 General Requirements

The ready board shall also conform to the following requirements:

- Robust construction
- Sealable with sealing wire
- Fully extendable (conduit or cable wiring)
- Breakouts for future circuit breakers
- Breakouts for future electrical cables
- With light fittings and lamp
- Wall-mounted (onto backing board)

C5: SITE INFORMATION

Project Risk Assessment Worksheet

Site of Project Title/Number: **FORESDALE DLAMINI
ELECTRIFICATION PROJECT**

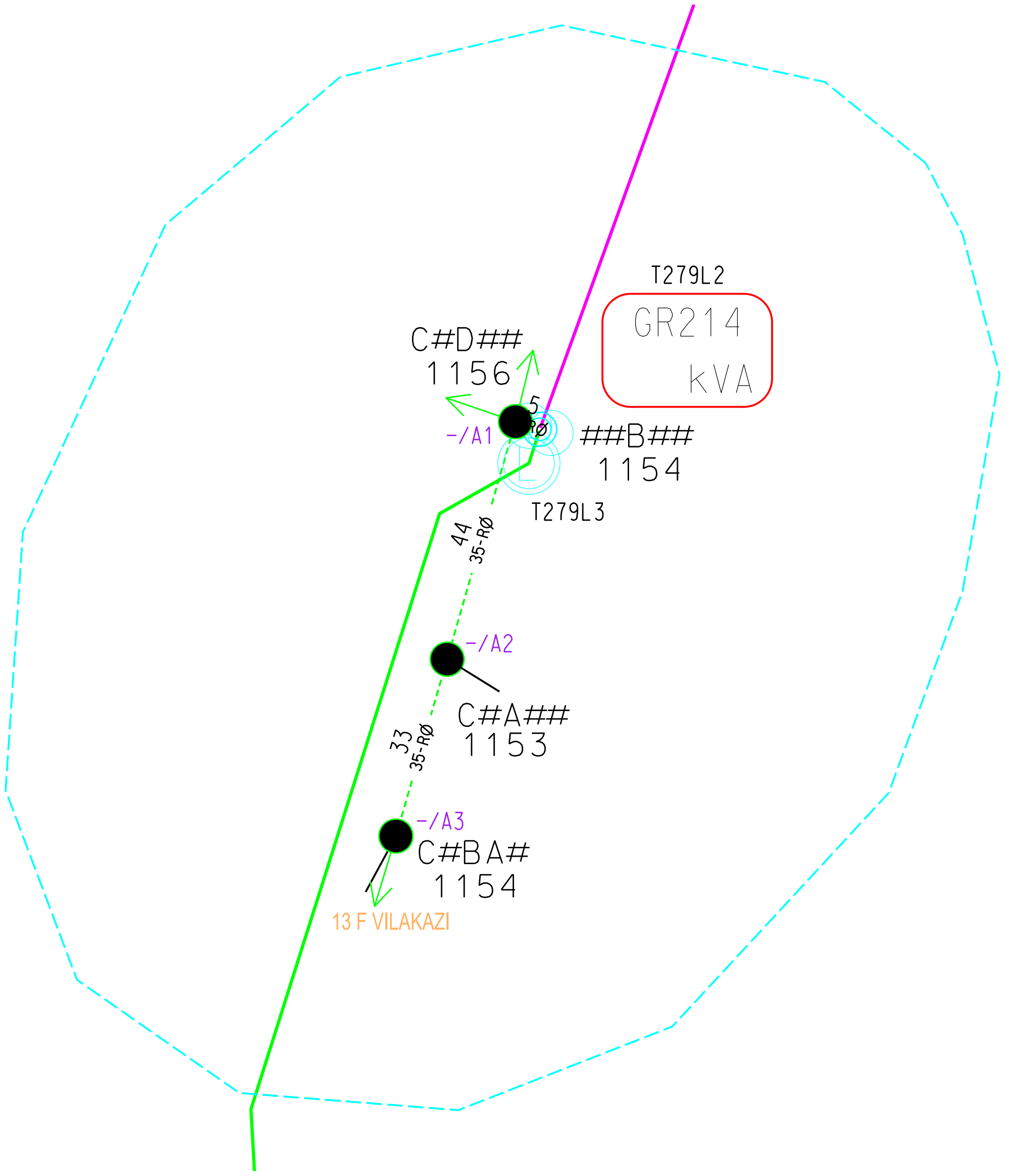
Enquiry No. B08/2021-22.:

Nature of work: **Electrification**

No	Hazard present	Ye s/ N o	Describe the hazards and obvious control or protective measures necessary	Likely consequ ences of an accident (a)			Number of workers exposed to hazard (b)			Probabili ty of harm (c)			Risk rating and risk category	Extra control measures necessary
				L	M	H	L	M	H	L	M	H		
1	MV Electrocution	Ye s	Work is carried out close to MV and LV lines ensure that the line is dead and only the competent person can work with the correct PPE such as long sleeve overalls' and rubber gauntlets.			X			X			X	High	The competent person with epileptic disease should not be allowed to work
2	Water on site	Ye s	Contractors will be working on site without water for worker to drink, wash and cook, therefore it is expected the contractor to bring clean water from their workshop to site every day.			X			X			X	High	Water tank must be provided on site
3	Snake bites	Ye s	Contractors will be working on site(bushes) without proper PPE's e.g. safety boots (covering ankle) the workers are exposed to snake bites therefore it is expected the contractor to ensure that, their employees wear PPE's every day.		X			X				X	High	The foreman must check that all employees are wearing proper PPE's

4	Sanitation	Yes	Contractors will be working on site without toilet and rubbish bin for worker therefore it is expected the contractor to bring moving toilet and rubbish bin from their workshop to site.			X			X			X	High	Ensure availability of a mobile toilets and rubbish bin
5	Security	Yes	Site office must be fenced and a security guard must be available on site			X			X			X	High	Fence and a security guard
6	Pole holes and trenches	Yes	Contractors will be expected to barricade all pole holes and trenches so that people and livestock will not fall into the pole holes.			X			X			X	High	Barricade pole holes and trenches
7	Holy grounds	Yes	Contractors must not enter the graveyards as they might step on the graves		X			X		X			Low	

C6: LOCAL DRAWINGS



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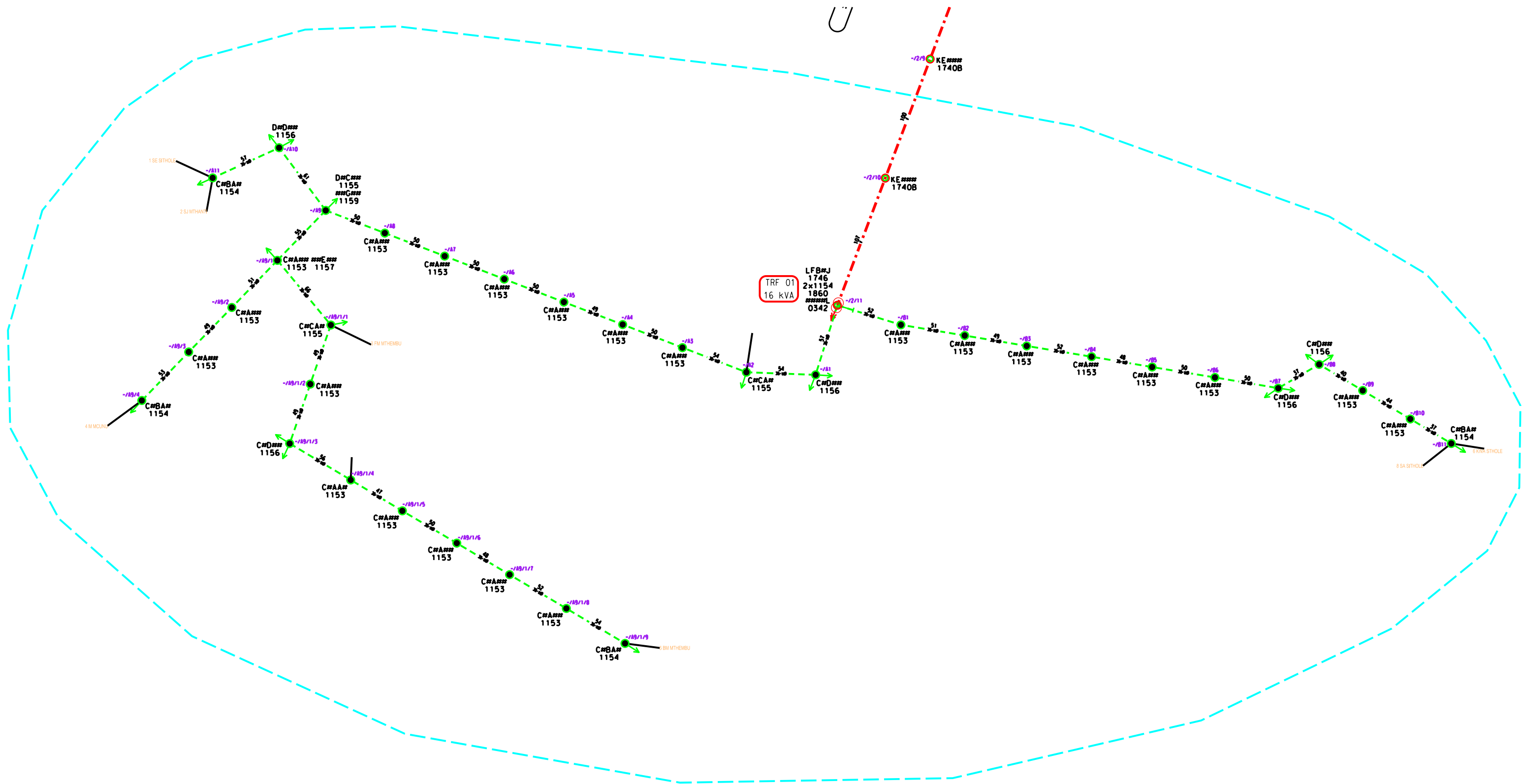
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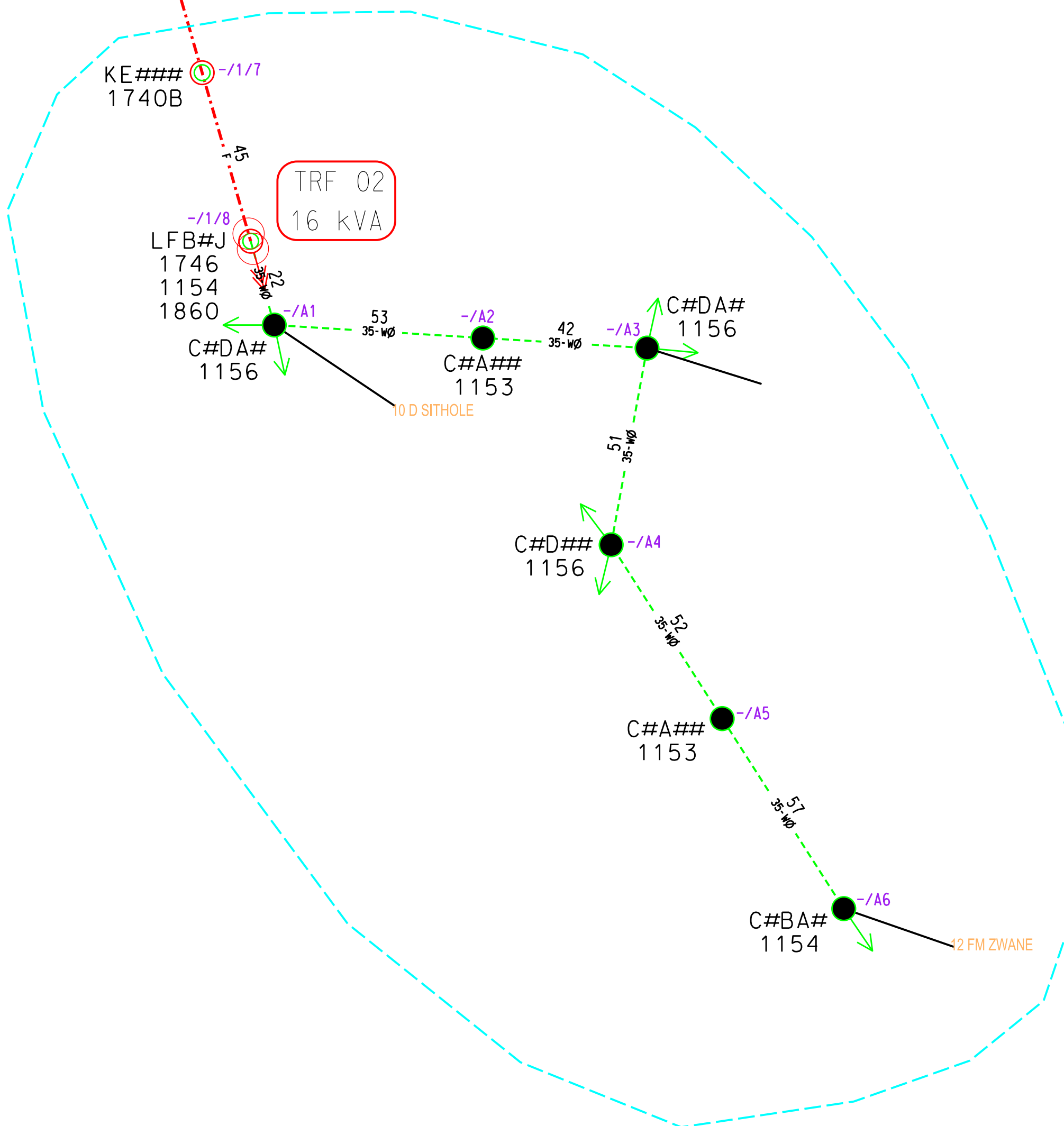
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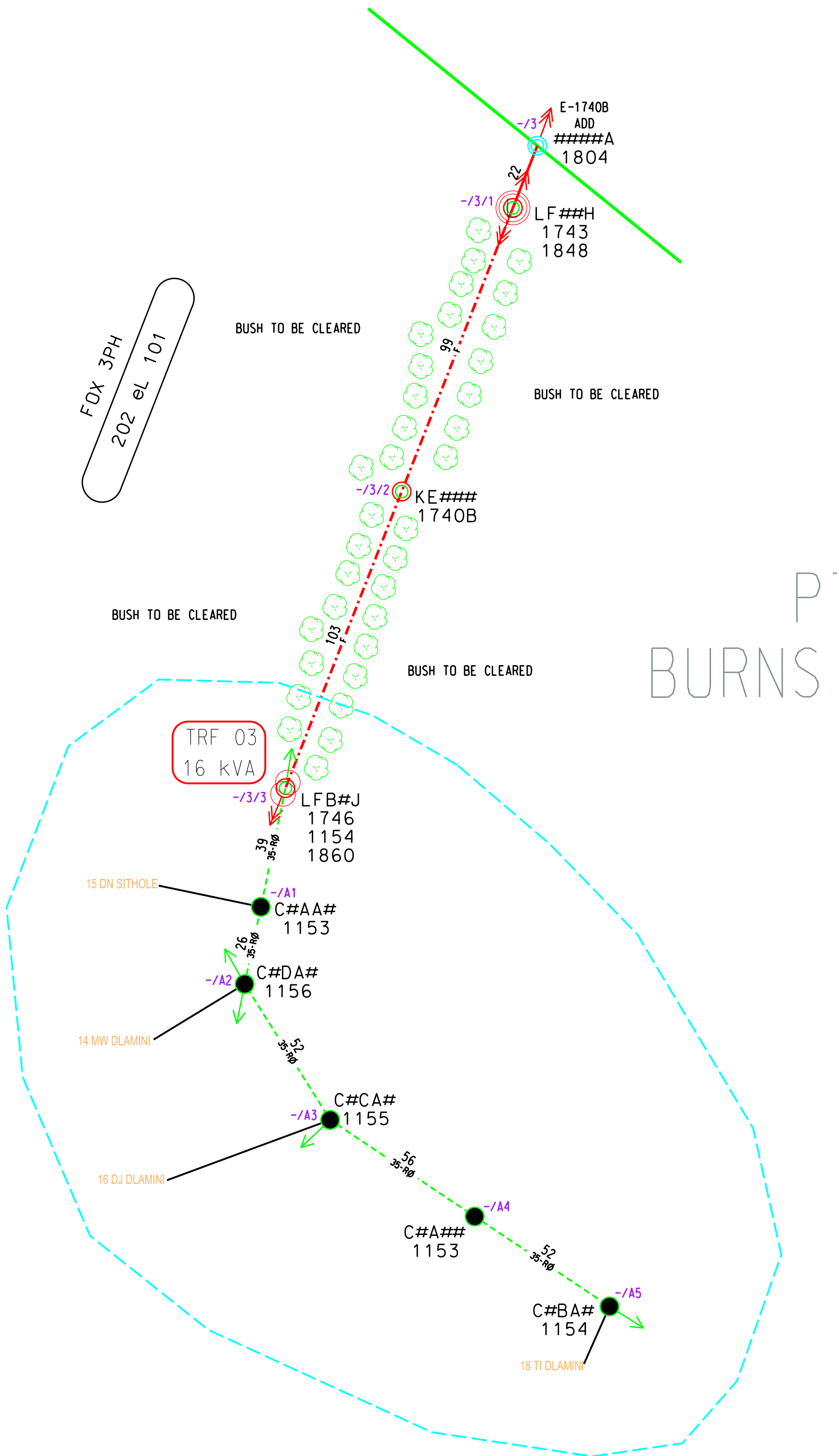
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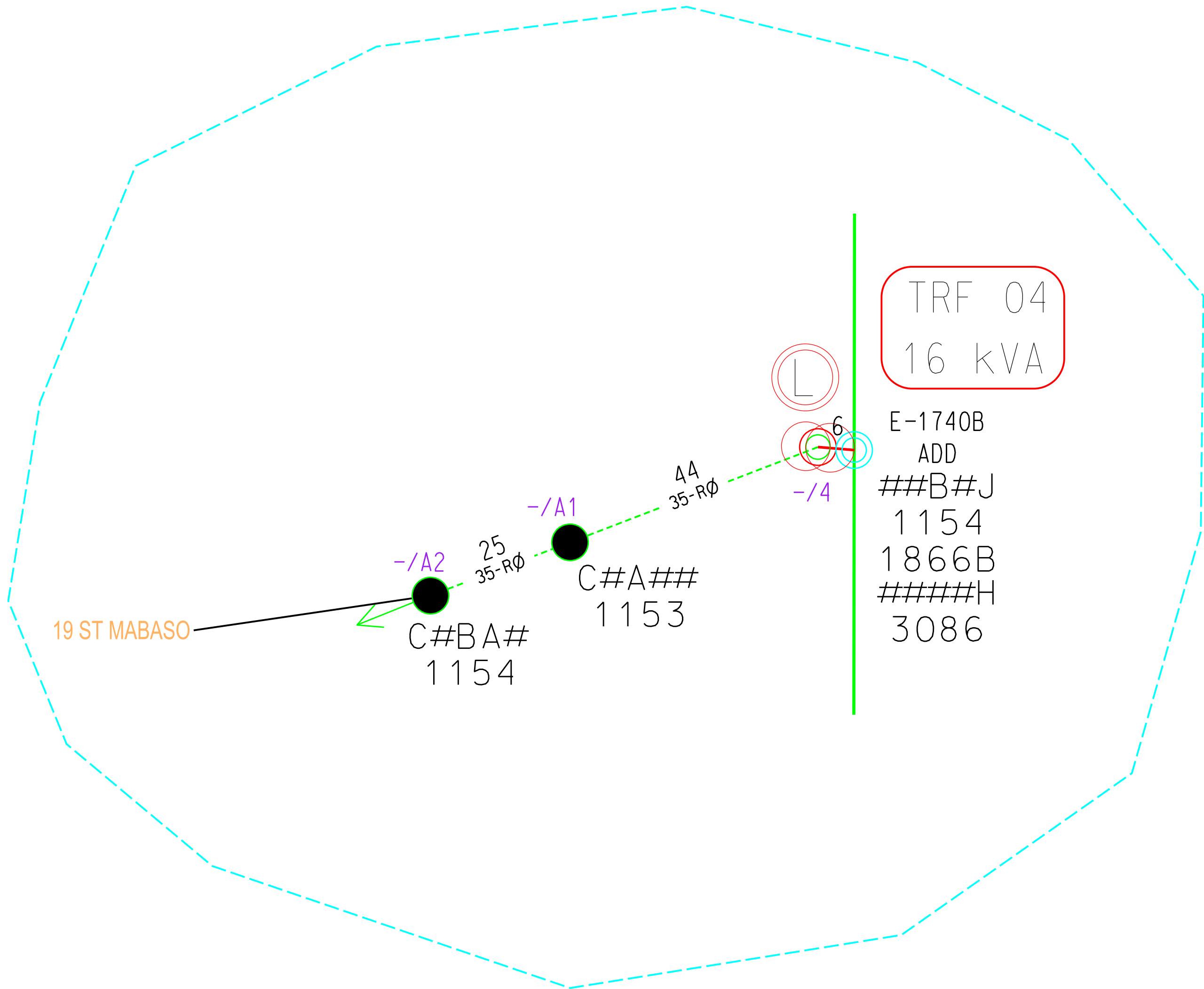
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