



Nkomazi
Local Municipality

9 Park Street
Malalane,
1320

Tel: (013) 790 0245

Fax: (013) 790 0886

Customer Care No. (013) 790 0990

**BID NO: NKO 37/2025 APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE
ELCTRIFICATION OF 73 HOUSEHOLDS AT SIBANGE VILLAGE (PHASE 2)**

BID NO: NKO 37/2025

**NKOMAZI LOCAL MUNICIPALITY
PRIVATE BAG x 101
MALELANE
1320**

**The Acting Municipal Manager
Mr ON Nkosi**

**TEL.: 013 – 790 0245
FAX.: 013 – 790 0886**

VAT Registration No: 4300102938

PLEASE NOT THAT THIS DOCUMENT MUST ACCOMPANY YOUR PROPOSAL AND RELEVANT DOCUMENTATION

Name of Bidder	
Address	
Contact Numbers	
Telephone No. or Cell phone No.	
Fax No.	
E-mail Address	
Tendered Amount (VAT INC)	

CIDB GRADING CLASS: 3EP/EB or higher

CLOSING DATE: 23/10/2025

BID NO:	NKO 37/2025	INITIALS	
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NKOMAZI LOCAL MUNICIPALITY

BID NO: NKO: 37/2025

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Tender Advert



9 Park Street - Malalane
Private Bag X101
Malalane,
1320
Tel: (013) 790 0245
Fax: (013) 790 0886
Customer Care No. (013) 790 0990

www.nkomazi.gov.za

BID NO: NKO:37/2025: APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 73 HOUSEHOLDS AT SIBANGE VILLAGE FOR NKOMAZI LOCAL MUNICIPALITY.

Nkomazi Local Municipality invites interested parties who are registered as CIDB grade 3EP/EB or higher for the appointment of an electrical contractor for the electrification of 73 households at Sibange village for Nkomazi Local Municipality. Tender documentation with complete details is available upon the payment of a non-refundable amount of R1 740.02 on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from 01/10/2025 and to be obtained at Nkomazi Local Municipality: Budget and Treasury office (Old Malalane Taxi Rank), 22 Impala Street from the Cashiers Desk from 07h45 to 15h30 (Monday-Friday).

A non-compulsory tenderer briefing session will be held on 08/10/2025 at 10h00 at the Municipal Town Hall (Kobwa Hall) at Fish Eagle. Bidders are advised not to commit fraudulent activities or forgery to document. All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004.

A preferential system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, no 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Completed bid documentation must be deposited on/before 12h00 on 23/10/2025 in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street, Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in the official bid documentation or which is received after the closing of the bids, will be ignored. It must also be noted the tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. R. Mabuza at 013 790 0386, and for technical enquiries contact Mr. M Zitha at 013 790 0145, between 07h15 – 16h00 on working weekdays.


M. O. N. NKOSI
ACTING MUNICIPAL MANAGER

25/09/2025
Date

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Bidders will be evaluated on the following administrative compliance. Therefore, the undermentioned documents must be complied with, and where an attachment is required, it should be attached.

PART A

The following conditions must be complied with failure to adhere to any of these conditions will lead to immediate disqualification:

- a. All pages must be submitted, and all pages that require completion must be completed in the tender document. Therefore, no page removal is allowed.
- b. Painting over rates/use of correcting fluid is not allowed.
- c. Failure to submit documents required in this tender documentation.
- d. Form of offer not filled (it should be completed in words and numbers).
- e. The bid has been submitted before the closing date and time.
- f. Initial or sign all pages of the tender documents.
- g. Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of "certified copies" will not be accepted as true copies of original documents.
- h. All declarations and authorisation forms must be duly signed.
- i. Price amendment without initials and signature of authorised personnel in the bills of quantity is not allowed.
- j. Original certified copy of company registration certificate (CK) and all pages certified.
- k. Original certified copies of ID's all Directors/members/board members.
- l. Copy of the SARS Tax PIN or tax clearance certificate.
- m. Original certified copy of current municipal account for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) or copy of valid Lease Agreement of the **business**. If the rates and taxes account are not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflected on the municipal rates and taxes statement to confirm that the company operates from their property. If the business is situated in an area in which the respective municipality does not bill, attach the proof of residence issued by the municipality stating that the area in question is not billed.
- n. Original certified copies of current municipal account for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) or copy of valid Lease Agreement for **all directors and/or board members** of the company. If the rates and taxes account are not in the names of the directors/members of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name is reflected on the municipal rates and taxes statement. If the directors and/or board members reside in an area where the respective municipality does not bill, attach the proof of residence issued by the municipality stating that the area in question is not billed.
- o. Signed Letter of Authority on the company letterhead
- p. CSD detailed report (printed after the tender advert and on or before tender closing date)
- q. Joint Venture Agreement (In case of a Joint Venture) must be submitted
- r. Joint Ventures must be registered on CSD as Joint Venture.
- s. Complete the bill of quantity.
- t. Alterations to the bid document or submission of a copy of the original bid document is not allowed.
- u. Completion of the bid document using pencil is not allowed
- v. Minimum Bank rating of code C.

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PART B

SPECIAL DISQUALIFICATION CRITERIA

Non-submission of the following documents will result in the bidders not being able to go to the next stage:

NO	DOCUMENT NAME	RETURNABLE / INCLUDED IN THE BID DOCUMENT (Mark)		
		Included in Bid Doc	Returnable	Required Documents from Supplier
1.	An Original/certified Tax Clearance or SARS Pin?	No		Yes
2.	CSD Registration Report (printed after the tender advert and on or before tender closing).	No		Yes
3.	Certified copy of Company Registration (CK) (If the copy has more than one page, all pages must be certified)	No		Yes
4.	Copy of B-BBEE Certificate (SANAS accredited) or sworn affidavit	No		Yes
5.	Authority of Signatory; Original if a copy must be certified (must be on the company letterhead)	No		Yes
6.	Certified copy of proof of payment for Municipal rates and taxes or letter from the municipality that indicates that your business is situated in an area in which it does not bill for all directors, Board members and business. If the rates and taxes account is not in the name of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name/s is reflected on the municipal rates and taxes statement to confirm that the company operates from their property	No		Yes
7.	Schedule of Rates (T10) (should be completed in full)	Yes	Yes	Yes
8.	Appointment letters and project supporting documentation stating the bidder's experience on related or similar work and track record with the value/amount of the contract.	No		Yes
9.	Contactable Reference Template T2.13 (should be completed in full by all relevant referees)	Yes	Yes	Yes
10.	Stamped Bank Rating letter not older than 3 months	No		Yes

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as defined in this bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NKOMAZI LOCAL MUNICIPALITY)					
BID NUMBER:	NKO: 37/2025	CLOSING DATE:	23/10/2025	CLOSING TIME:	12:00 PM
DESCRIPTION	APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELCTRIFICATION OF 73 HOUSEHOLDS AT SIBANGE VILLAGE (PHASE 2)				
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 (9 Park Street - Malalane Private Bag X101

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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? ☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		R	
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDERWHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Mr Mabandla Zitha	
CONTACT PERSON	Richard Mabuza		TELEPHONE NUMBER	(013) 790 0245/6/7	
TELEPHONE NUMBER	(013) 790 0386		FACSIMILE NUMBER	(013) 790 0886	
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS	richard.mabuza@nkomazi.gov.za		Mabandla.Zitha@nkomazi.gov.za		

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**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, 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:

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1. BID INSTRUCTIONS

- 1.1 The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
- 1.2 Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.
- 1.3 Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s), No electronic signatures allowed.
- 1.4 Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
- 1.5 Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
- 1.6 Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
- 1.7 Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
- 1.8 All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
- 1.9 Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
- 1.10 Nkomazi Local Municipality require as a condition of the bid that the non-compulsory/optional explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
- 1.11 Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, for those who purchased the tender document. No tender document will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid. Alternatively, the bid documentation can be downloaded for free on e-Tender or Nkomazi Website.
- 1.12 Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late and will not be admitted for consideration.
- 1.13 The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
- 1.14 It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council

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1. INTRODUCTION

SIBANGE VILLAGE is a low-income residential area under Nkomazi Local Municipality (25°50'22"S 31°47'45"E). Nkomazi continues to grow with new areas developing and therefore there is a growing need to offer basic services such as accommodation to more residents. In order to improve the lives of the residents, the Nkomazi Local Municipality, in conjunction with the Department of Mineral Resources and Energy (DMRE) ensures that electricity is provided safely to its residents, and it is properly maintained. With the available funding, 73 units have been identified to be electrified due to the convenience of the electrical infrastructure in SIBANGE VILLAGE.

2. Tenders' Experience

The minimum experience acceptable is outlined in the table below:

Category	Tenderer's experience
<u>Projects</u> Provide details of similar projects undertaken in the last 5 years.	Tenderer has successfully completed Electrification projects worth R2 million or above
<u>Quality, Environment and Safety</u> This shall be demonstrated by accredited certifications or documented quality management, environmental management and health and safety management systems. NB: Attached SANAS Accredited Certification or Management System documents.	- Valid SANAS accredited (QMS) ISO:9001 or Quality Management System document. - Valid SANAS accredited (EMS) ISO:14001 or Environmental Management System document. - Valid SANAS accredited (HSMS) ISO:45001 or 18001 Certification or Health and Safety Management System document
<u>Registration and affiliations</u> NB: Registration must be in the name of the Principal Contractor. In a case of JV registration must be in one of the Company's names in partnership. Electrical Contractor Registration must show the name of the Site Supervisor.	Valid registration with the department of Labour (Now known as Department of Employment and Labour) as an Electrical Contractor (as Installation Electrician or higher in the name of the bidder)
<u>Bidders Physical Resources</u> This shall be demonstrated by vehicle registration certificates in the bidder's name or/and letter by reputable and contactable equipment leasing company specifying an intent to allow contractor to lease.	Resources such as but not limited: - Cherry Picker - Truck Mounted Crane - LDV (Bakkie)

2.1. Schedule of the Tenderer's Experience

The Tenderer's experience, as opposed to that of the key staff members/experts, in similar projects or

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areas and conditions in relation to the scope of work will be evaluated. The Tenderer shall very briefly describe his level of competence and experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

The tenderer can reproduce this extract in the layout below, if not completed manually.

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e., the service provided) inclusive of VAT (Rand)	Date Completed

2.2. Contactable Reference Template

This document must be completed in full by the referee and included in the tender submission.

A separate form must be completed for each reference required in the evaluation criteria. The reference letters will form an integral component of the evaluation of the Tenderer's experience, and therefore, failure to adhere to this requirement will result in such tender being prejudiced. The tenderer can reproduce this extract in the layout below, if not completed manually. If the reference is in the name of the referee, then all components, as per the extract below, should be included in the letter. Non-compliance with the requested information will render your reference letter as not qualifying.

Note: Please see an example below:

Extract | Reference Letter Template

I, the undersigned being duly authorised to do so, hereby furnish a reference to _____
_____(Company) relative to tender **NKO:30/2025: APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELCTRIFICATION OF 73 HOUSEHOLDS AT SIBANGE VILLAGE (PHASE 2)**

Name of Tenderer: _____

Description of goods/service provided: _____

Period of Appointment: _____

Appointment Value: _____

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Total value of Asset Register: _____

Audit Opinion: _____

Was their performance satisfactory? Yes / No*

If No, please furnish details _____

Name of authorised person: _____ **Signature:** _____

Telephone: _____ **e-mail** _____ **date** _____

Completed on behalf of (Name of business) _____

NB: This document must be completed in full by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose, provided it complies with all the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Failure to adhere to this requirement will result in such tender being prejudiced. Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.

2.3. Minimum Qualifications, Registrations and Competence of Key Personnel

2.3.1. Key Proposed Contract Personnel

Full Names	Related Experience in years (Earliest to Current)	Qualifications	Professional Registration body	Proposed Project Position
				Site Manager
				Site Supervisor
				Electrician
				Construction Health and Safety Officer

SIGNATURE: _____ **DATE:** _____

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

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2.3.2. The Minimum Requirements with Respect to Key Personnel for Qualifications is as Follows

Key Personnel	Minimum Qualification and Registration
Site Manager	National Diploma in Electrical Engineering (Heavy Current) and 3 years or more electrical experience upon obtaining qualification
Site Supervisor	In possession of a wireman's license (Installation Electrician) and 3 years or more electrical experience upon obtaining qualification.
Electrician	In possession of trade test (Electrician/Millwright) and 3 years or more electrical experience upon obtaining qualification.
Construction Health and Safety Officer	CHSO Valid Registration

2.3.3. The Minimum Requirements with Respect to Key Personnel for Experience is as follows.

Key Personnel	Minimum Experience per relevant tendered category
Site Manager	Must have led in similar projects or at least three (3) years electrical experience providing site management expertise upon obtaining qualification
Site Supervisor	Must have been a supervisor in similar projects or at least three (3) years electrical experience providing supervisory expertise upon obtaining qualification
Electrician	Must have led in similar projects or at least three (3) years electrical experience upon obtaining qualification
Construction Health and Safety Officer	Must have experience on construction projects providing expertise in ensuring compliance of Health and safety on site.

3. TERMS OF REFERENCE

3.1. Scope of Work

The tenderer must ensure they are well conversant with the contents of the scope of work before finalizing their bids.

This Scope of Work shall be read in conjunction with technical specification documents. If there is any perceived conflict between the scope of work and specification, the CONSTRUCTION

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CONTRACTOR and the appointed Engineer, in conjunction with the Nkomazi Local Municipality Electrical team shall resolve the conflict.

The total number of household connections is 73.

The CONSTRUCTION CONTRACTOR shall supply and install all the necessary equipment and materials to accomplish the electricity connections in a timely manner, safely and of the correct quality. The CONSTRUCTION CONTRACTOR shall ensure the safety of all personal in accordance with Occupational Health and Safety Act and as per approved safety file. Toolbox talk shall be conducted and recorded daily, and the minutes handed to be made available as and when required.

Each task shall have a risk analysis conducted before it can be done. A risk assessment shall also be conducted if there is any major change to the work whether expected or unexpected. This shall be done by means of a daily safety task instruction (DSTI). The CONSTRUCTION CONTRACTOR's representative shall have the right to stop work if there is a violation of the safety requirements or if the necessary safety documentation cannot be provided upon request. Lifting shall not be conducted without an approved lifting plan as there are residential areas in proximity and there will be traffic (human and vehicle) passing close to work areas. No excavations shall be made if they cannot be backfilled on the same day. Barricades and warning tape shall be installed wherever there is excavation in progress. All excavations shall be by hand as the location of existing underground services was not established.

The CONSTRUCTION CONTRACTOR shall not conduct any switching activities on the existing network unless authorized in writing by the Municipality. No live line work shall be conducted on this project. A two (2) week advance notice for any switching activity shall be given to the Municipality and Eskom. The CONSTRUCTION CONTRACTOR shall participate in the finalization of the cut-over plan with the Engineer and Municipality. The cut-over plan for teeing off or connecting from existing MV overhead lines at SIBANGE VILLAGE (PHASE 2) will consist of the safety requirements, identification of the correct isolation points, requirements to isolate the points, testing for dead after isolation, tagging and applying earths and re-energization after completion of cut-over.

CONSTRUCTION CONTRACTOR shall pre-commission, test, and commission the installation.

The CONSTRUCTION CONTRACTOR shall be responsible for informing and negotiating with household owners to obtain access onto the premises to make the necessary installations.

3.2. Project Components

The Works comprise of the following elements, which are defined in the following detailed specifications:

- 3.2.1.** Low voltage reticulation
- 3.2.2.** Earthing
- 3.2.3.** Electrification of rural Villages
- 3.2.4.** Single phase prepayment energy smart meters and dispensing equipment
- 3.2.5.** Installation of pole mounted transformers
- 3.2.6.** Medium Voltage reticulation

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3.3. Low Voltage Reticulation

3.3.1. Scope of the low voltage reticulation

The Electrical Contractor shall supply and install low voltage overhead electrical reticulation utilizing ABC conductor supported on wooden poles to provide for the electricity services to the 73 rural erven.

The low voltage reticulation includes the installation of the service connections to each erf.

3.3.2. Code of practice

The quality of materials and workmanship for the low voltage reticulation shall comply with the Code of Practice for Overhead Power lines for conditions prevailing in South Africa (NRS 041-1995) and the Specifications defined in the Bid documentation.

3.3.3. Reticulation Drawings and detailed design drawings

The LV reticulation shall be constructed in accordance with the following:

4.3.1 Reticulation design drawings provided with Bid documentation.

4.3.2 Standard structure drawings provided with the Final Design Package which will be issued to the successful Bidder.

3.4. Erection of Low Voltage Reticulation

3.4.1. General Erection Practices

The following clearances shall apply to low voltage reticulation and service connections utilizing for aerial bundle conductor up to a maximum rated phase-to-phase voltage of 1,1 kV.

The low voltage reticulation shall be installed within the roadway reserves as indicated on the Drawings.

The Consulting Electrical Engineer shall provide the Electrical Contractor with the applicable sag tables for aerial bundle conductor.

The low voltage reticulation shall utilize 9m /7m wooden poles with 120 mm - 140 mm pole top diameters, which shall comply with SANS 754 (1994) (pine poles), or as may be specified in the drawings and/or BoQ.

3.4.2. Electrical protection for the low voltage reticulation.

The low voltage overhead ABC conductor circuits shall be protected by 63A fuses, which shall comply with the rating specified in the Schedules and shall be situated in the low voltage Moss Dorf holder mounted on the transformer structure.

3.4.3. Low voltage service distribution protection boxes (SDP)

The SDPs shall comprise either Type 1, 2, 3, 4, 6 or 8 way, as detailed in the Drawings and the Schedules of Quantities.

The complete SDP shall be rated to suit a 5kA fault level.

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The SDP shall be secured to the pole with two straps, which shall comprise 16 mm stainless steel “Bandit” strapping, or equal and approved. The SDP shall be mounted on the line side of the pole (i.e. facing the feeding transformer).

3.4.4. Consumer service connections:

Service connections will consist of overhead 16mm² AIRDAC cable. The Electrical Contractor shall terminate each overhead service connection utilizing M16 pigtail bolts and strain clamps, as detailed in the Drawings. The pigtail bolt is to be secured to the highest point of the house, unless instructed otherwise. Pigtail bolts are to be mounted in the following ways:

1. Through the top or side of a suitable sized truss or timber member and may not be mounted to the end of any timber. The mounting may require fastening through the eaves roof sheeting, or
2. Through the brick or block wall, or
3. 5m kicker poles to be planted next to each dwelling.

The electrical contractor is to obtain the correct fastening method from the consulting engineer prior to the installation as it may vary depending on the various houses.

All 16mm² AIRDAC service cable installed requiring a kicker pole for clearance, is to have 2 strain clamps at each pole to take the strain of the Airdac from both sides by forming a loop between the two strain clamps. Only one strain clamp is required where kicker poles are planted within 1 m of the house. Where parallel service airdac are installed, the airdac is to be loomed with suitable sized cable ties at 1m intervals.

The consumer distribution boards shall be supplied and installed by the Electrical Contractor and shall comprise “Ready boards” which shall comply with the Nkomazi Local Municipality Specification. The consumer distribution board mounting rails shall be secured to the walls of each house with four lengths of 6 mm galvanised threaded rod, utilising two galvanised 30 mm * 6 mm washers and nuts on each rod. Ready boards are to be installed in the kitchens of houses unless otherwise instructed.

3.5. Earthing

This specification covers the earthing requirements for the reticulation installation.
The transformer earthing must be at least to $p = 300$ (Eskom Specification)

3.5.1. Code of Practice

The earthing installation shall comply with all relevant requirements as stipulated in this document.

3.5.2. Definition and Terminology

Earth resistance: The resistance of the electrode and surrounding earth as measured between the earthing lead and the general mass of the earth.

Earth resistivity: The resistance between the opposite faces of a cube of earth having sides of length 1 m.

Earthed: So connected to the general mass of the earth as to ensure at all times an immediate discharge of electrical energy, without danger.

Earthed lead: A conductor, including any clamp or terminal, by which connection of the consumer's earth terminal is made.

Earthing system: A system intended to provide at all times, by means of one or more earth electrodes, a low impedance path for the immediate discharge of electrical energy, without danger, into the general mass of the earth.

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3.5.3. Detail design drawings

The earthing installation shall be constructed in accordance with the Eskom standard design drawings as per the drawing schedule list.

3.5.4. Earthing Connections and Earthing at distribution Centres

3.5.4.1. General Requirements

The earth electrodes utilized for all electrical reticulation comprising overhead lines shall consist of copper earth rods of 16-mm diameter.

All pole mounted transformer substations shall incorporate separate MV and LV three-point star earth assemblies. The separate earthing leads shall comprise 16 mm² insulated copper conductors but shall be rated to suit the short circuit rating of the electrical installation. There must be a 5m separation between the MV and LV earth at the transformer. The transformer must have an N surge-arrester. The earthing must be installed as per the Eskom specification.

The MV earth to be connected to the tank.

The LV earth to be connected to 'N'. The bottom of the LV 'N' surge-arrester to be connected to the transformer tank.

All earthing terminals on equipment and supporting structures must be separate and visible. Earthing bolts and screws should be used to secure earthing connections and shall not serve any other mechanical purpose.

All earthing connections must be so arranged that they are permanently connected and do not have to be disconnected for any purpose, such as when a neutral conductor is disconnected for testing purposes, etc.

All normally accessible earthing terminations should be made with compression lugs and shall be bolted.

3.5.4.2. Stays

All stays shall be fitted with a stay insulator on all MV reticulation networks and LV distributors.

3.5.4.3. Pole mounted Transformers

All the transformers are to be earthed in accordance with the included drawings.

3.5.4.4. Lightning arrestors

The "earth" side of arrestors shall be connected always via the tank of protected equipment as directly as possible to the main earth conductor, by an earth conductor of 16 mm² in section.

Where arrestors are provided with devices for disconnecting the arrestors in the event of its failing, the connection from the "earth" side must be flexible enough to allow the disconnecting device to blow clear of the arrestor if it operates but must prevent its coming closer than the specified clearance to any live point.

3.5.4.5. Other plant and equipment

All accessible metallic portions of electrical plant or apparatus, which, though not forming part of an electrical circuit, may accidentally become alive, shall be earthed (except for cross arms).

3.5.4.6. Overhead lines (general)

On overhead line construction employing steel cross arms, steelwork on the poles need not be earthed.

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3.5.4.7. Customer service cable and earthing at point of supply to customer

TNS-C system to be used. 'N' to be bonded to earth.

3.5.4.7.1. Impedance of the earth electrode connection

3.5.4.8. MV Earth Connections

The earth connection of the MV earthing system shall be so located, installed, and maintained as to have an impedance to earth, at all times of not more than 30 ohms.

3.5.4.9. Neutral earthing at distribution centers

The overall resistance to true earth of the LV electrodes one span away from the transformer must be less than 20 ohms.

All exceptions, i.e. maximum effort without attaining the required resistance values, are to be recorded and be available for investigation on request.

3.6. Overhead un-insulated power lines up to 33kV

3.6.1. Scope of the medium voltage reticulation

The Electrical Contractor shall supply and install medium voltage overhead electrical reticulation utilizing hare and mink conductor as per the design drawings, supported on 13m and 12m wooden poles to provide for the electricity services to the Sibange Village (Phase 2).

The 22 kV overhead electrical reticulation comprises the wooden poles, cross-arms, stays, conductors, insulators, fuse links, transformers, lightning arrestors and other equipment specified in the project specifications.

All transmission line materials and fittings used shall be new and shall comply with the material and performance specifications.

3.6.2. Poles and cross-arms

3.6.2.1. Quality of materials

- a) Wooden poles and cross arms shall conform to SANS 753.
- b) The poles and cross arms shall be of group strength A and shall bear the SANS mark of approval.
- c) Preservatives of the poles and cross arms shall comply with the requirements for type A1 of SANS 590 and the impregnation shall be carried out in accordance with SANS 05 using the empty cell pressure process.
- d) The method of banding of the poles and cross arms shall be loop tensioning on both ends of the poles and cross-arms.

3.6.2.2. Pole dimensions

- a) The pole dimensions listed in the table below shall be used. Poles not complying with these dimensions shall be removed from site.

LENGTH	TOP DIA (mm)
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(m)	Min	Max
5	80	99
7	100	119
7	120	139
9	140	159
9	160	179
11	160	179
11	180	199
12	200	219
13	200	219

b) Templates shall be used for drilling holes required to fix cross-arms, brackets, insulators, etc. to the poles. After drilling, the holes shall be coated with a mixture of creosote and tar.

3.6.2.3. Cross arm dimensions

- a) Cross arms shall be of steel or wood as specified in the detailed technical specification.
- b) Steel cross arms shall be manufactured from standard steel sections complying with SANS 221 or BS 4360.
- c) Wooden cross arms shall comply with SANS 753, group strength A, and shall be straight in grain.
- d) The minimum diameter of cross arms shall be as follows:

LENGTH (m)	TOP DIA (mm)	
	Min	Max
2,0	140	160
2,5	140	160
3,0	160	185
3,5	160	185
4,0	160	185
4,5	160	185

- e) Tie straps shall be manufactured of mild steel to SANS221 or grade 43 of BS 4360.
- f) Cross arms and tie straps shall be bolted to poles using galvanised bolts, nuts and washers, and curved wood pole washers shall be fitted between bolt heads and the poles and between cross arms and the poles.
- g) Back straps and U-bolts may be used to attach wooden cross arms to the poles.
- h) Curved wood pole washers shall also be fitted between the collars of insulator pins and the cross arms or pole and between the pin nut and the cross arms or the pole.
- i) Curved wood pole washers shall be galvanised malleable cast iron or mild steel with a minimum thickness of 6 mm and shall have a minimum square outside dimension of 63 mm.

3.6.3. Conductors

3.6.3.1. Conductor specification

- a) Conductors of overhead electrical transmission lines shall comply with the following specifications:

Steel core Aluminium SANS 182 Part 2
- b) The cross-section Village of conductors shall comply with the detailed technical specifications.

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3.6.3.2. Stringing of conductors

- a) Conductors shall be run out from freely rotating drums mounted on suitable jacks and axles, but the drum must be braked during running out to prevent overrun and damage to the conductor.
- b) Conductors shall not be run out along the ground. Pulleys shall be used to support conductors being run out on poles.
- c) Manufacturers' stringing and tension charts shall be used to erect conductors.
- d) Initial tensioning of conductors shall be by means of suitable rated winches or chain ratchet pullers and come along designed for the type and size of conductor specified.
- e) Final tensioning and regulation of conductors shall be by means of suitably rated and sized line grips. All conductors shall be tensioned simultaneously.
- f) Conductors shall not be tensioned to more than 25% of breaking strength of the conductor at -5.5C with no wind.

3.6.3.3. Termination of conductors

- a) Conductors shall be terminated utilising one of the following methods on system voltage specified:
High voltage systems: Pistol grip or small tension clamps.
Dead end grips.

Where steel cored Aluminium conductors are specified, they shall be bound with a stress relieving Aluminium tape, the dimensions of which shall not be less than 1.5 mm thick and 5 mm wide, on the length of the conductor that pass through the tension clamp.

- b) The use of "Crosby" type clamps is not acceptable for the termination of conductors or stays.
- c) Binding in conductors on support insulators shall be by means of a preformed type binding to suit the conductors and insulators specified.
- d) Conductors shall be protected by means of preformed armour rods to suit the conductor specified on all intermediate support insulators unless otherwise stated in the detailed technical specification.

3.6.4. Insulators

Insulators and their metal fittings shall comply with SANS 177 for system voltages from 1 kV and SANS 161 for system voltages up to 22 kV.

Only insulators that passed the requirements of DPC 34-213 and DPC 34-224 will be acceptable.

The minimum creepage distance will be 31mm/kV.

Sheds shall have an open aerodynamic profile in accordance with IEC 6815.

3.6.4.1. Post insulators

- a) Post insulators shall comprise a porcelain insulator mounted on a steel pin.
- b) Post insulators shall be of class B.
- c) The insulators for nominal system voltages of 22 kV shall be designed to limit radio interference and the marking "RIF" must be displayed on the insulator. A semi-conductive glaze coating applied to the tie-top portion of the insulator and cemented-in metal thimbles in the pinhole may be employed for this purpose.
- d) The pins of post insulators shall be straight and shall be complete with washers and nuts. The shank and threaded lengths shall be as specified on the drawings or as required for the mounting application. Pins, nuts and washers shall be hot dip galvanised in accordance with SANS 763.

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3.6.4.2. Long rod insulators

a) Ceramic long rod insulators

The insulators shall be glazed porcelain and shall comply with IEC 60383-1.

The end fittings shall be clevis / tongue fittings and be manufactured from ductile or malleable cast iron galvanised to comply with SANS 121 / ISO 1461.

b) Composite long rod insulators

- Composite insulators consist of a core, housing (including weather sheds and sheath, where applicable) and metal end fittings.
- End fittings shall be the galvanised steel crimped type and not the wedge type.
- The core, which provides strength, shall be an acid-resistant glass fibre reinforced rod.
- The housing and sheds are the external insulating part of the insulator and provides the necessary creepage distance.
- The insulators shall be designed, manufactured and tested in accordance with IEC 61109 with the exception of test of housing: tracking and erosion tests in IEC61109. This test shall be replaced with the natural ageing and pollution performance tests and shall be completed at the KIPTS test station.
- The insulator design shall ensure that the core is totally sealed and no part of the core shall be exposed during normal handling and use. The design shall be proved by means of the required design tests.

3.7. Lightning impulse withstands and flash-over voltages

- a) The 50% lightning impulse withstand voltage of a single insulator unit shall be at least 170 kV.
- b) The minimum dry flash-over voltage shall be 84 kV, and the minimum wet flash-over voltage shall be 53 kV.
- c) The minimum puncture withstand voltages of post insulators shall be as stipulated in Table 4 of SANS 177.

3.8. ABC Fittings

Table 1 shows the list of standard fittings used by Eskom Distribution Group in the construction of bare neutral ABS systems.

Table 1 – List of fittings (bare neutral only)

	DESCRIPTION	SAP	STD, DWG D-DT ...	SPEC
1	SUSPENSION CLAMP 35-50MM ²	0168578	3061	NRS018-3
2	STRAIN CLAMP 35-50 MM ²	0168575	3060	NRS018-3
3	PIGTAIL BOLT ASSEMBLY	0163767	3003	NRS018-3
4	IPC 35-95/IPC 35-95 (BLACK) ABC INS PHASE/ABC INS PHASE	0165496	3039 SH2	NRS018-5
5	IPC 35-95/IPC 6-25 (BLACK) ABC INS PHASE/SERVICE INS PHASE	0165494	3039 SH1	NRS018-5
6	PG 35-50/IPC 6-25 (BLUE)	0165498	3039 SH3	NRS018-5

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	BARE NEUT (PG)/SERV (IPC)			
7	IPC 35-54.6/IPC 35-50 (CREAM) INSUL NEUT (IPC)/BARE NEUT (PG)	0165521	3039 SH4	NRS018-5
8	PG 35-50/PG 35-50 (METALLIC) AL BARE NEUT/AL BARE NEUT	0165495	3058	NRS018-5
9	35 MM ² 1PH ABC TENSION JOINT SET 1 PHASE + 1 BARE NEUTRAL	0165767	3089 SH2	NRS018-5
10	35 MM ² 2PH ABC TENSION JOINT SET 2 PHASE + 1 BARE NEUTRAL	0165766	3089 SH2	NRS018-5
11	35 MM ² 3PH ABC TENSION JOINT SET 3 PHASES + 1 BARE NEUTRAL	0165720	3089 SH1	NRS018-5
12	70 MM ² 3PH ABC TENSION JOINT SET 3 PHASES + 1 BARE NEUTRAL	0165721	3089 SH1	NRS018-5
13	35 MM ² BI-METAL INSUL LUG	0165693	3116	NRS018-5
14	70 MM ² BI-METAL INSUL LUG	0165667	3116	NRS018-5
15	35 MM ² BI-METAL BARE LUG	0165722	3024	NRS018-5
16	LINE TAP	0165566	3048	PER DWG
17	50 MM ² BI-METAL BARE LUG	0165723	3024	NRS018-5
18	H-CRIMP: BARE NEUT/BARE NEUT/BARE NEUT/INS SERV N	0168675	3019	NRS018-5
19	LOOSE END CAP 35-95 MM ²	0168474	3079	NRS018-5
20	CABLE TIE 9 X 270	0168521	3075	NRS020

3.9. Fittings

3.9.1. General

- All fittings made of steel of malleable iron, including the treaded portions of bolts, shall be hot-dip galvanised in accordance with SANS763 to prevent corrosion.
- Bolts and nuts shall be of steel with hexagonal heads. Where bolts and nuts secure metal parts, single flat mild steel washers shall be used at both the bolt head and nut sides.
- Bolts shall be locked by means of lock nuts or other approved methods.
- All line, earth conductor and stay wire fittings shall not employ screw threads loaded in tension with the exception of cross arms eye bolts and turnbuckle type stay rods.
- Adequate bearing Villages between fittings shall be provided. Point or line contacts shall be avoided where possible without adversely affecting the flexibility of the fittings.
- All split pins shall be of phosphor bronze or stainless steel and shall be backed by flat steel washers.
- The mechanical strength of insulators and fittings shall provide a factor of safety of at least 2,5 based on the guaranteed minimum failing load when they are subjected to the maximum design tension in the conductor or earth wire to which they are attached. The ultimate breaking strength of insulators and fittings specified for tension applications shall in any event not be less than 70 kN.

3.9.2. Tension clamps

- Tension clamps shall be of the bolted type snail clamps.

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- b) The clamps shall be made of malleable cast iron to BS 310 and manufactured in compliance with SANS178.
- c) Tension clamps shall not permit slipping of or cause damage to or failure of the complete line conductor or any part thereof at a load less than 94% of the ultimate strength of the line conductor for which it is intended.
- d) The tension clamps shall be designed so that relative movement between individual conductor layers shall not occur during assembly.
- e) All bolts or U-bolts shall be provided with locknuts or an alternative locking manner approved by the Engineer. All nuts shall be backed with flat steel washers.
- f) The clamps shall match the clevis and tongue string insulator units without additional adaptors and shall also be suitable for the specified conductor type and size.

3.9.2.1. Thimble clevis

- a) Thimble clevis shall be used with preformed dead-ends.
- b) Thimble clevis shall be made of malleable cast iron to BS 310.
- c) The radii of the thimble clevis shall be suitable designed to accept the preformed dead-ends.
- d) The thimble clevises shall match the clevis and tongue string insulator units without additional adaptors.

3.9.2.2. Cross arms and tower attachments, shackles, links, adaptors and yoke plates

- a) All fittings will be according to the Eskom Specifications.

3.9.3. Fuse links

- a) Fuse links shall be of the type specified.
- b) Fuse links shall be installed at all transformers and where specified.

3.9.4. Transformer mountings

- a) All transformers will be mounted out of line as per the Eskom DDT1866 drawing.

3.9.5. Lighting Arrestors

Lightning arrestors shall be provided and mounted on the transformer tank and wired as per specification specified.

3.9.6. Stays and Struts

3.9.6.1. General

- a) Stays or struts shall be installed at every terminal support and at other points where it is necessary to ensure stability of the overhead line.
- b) Stay rods, plates and associated equipment shall be manufactured according to the Eskom Specifications.
- c) Stay rods shall be supplied complete as per Eskom Specifications.

3.9.6.2. Stay wire

Stay wires shall comply with the relevant Eskom MV and LV stay assembly drawings for galvanised steel

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wires and stranded conductors.

3.9.6.3. Stay insulator

- a) Stay insulators shall be manufactured of brown glazed porcelain or fiberglass rod and ductile iron and galvanised end fittings and have an ultimate breaking strength of 100 kN.
- b) The minimum wet and dry flash over voltages of stay insulators shall be 30 and 35 kV respectively.

3.9.6.4. Strut pole

- a) Strut poles shall be installed where the use of stays is not practical.
- b) Where strut poles are installed the carrier pole shall have a stay plate installed at its base to prevent pivoting.
- c) All strut poles will be installed with an anti-climbing device and a danger sign as specified.

3.10. Earthing at structures carrying equipment

- a) Steelwork and poles shall generally not be earthed except at structures for transformers, isolators, fuse links, cable boxes, lightning arresters, etc.

3.11. Excavations

- a) Excavations for poles, stays and trench earths shall remain open for as short a period as possible. The Electrical Contractor shall erect and maintain guards, warning notices and lights at open excavations and soil heaps.
- b) Excavations shall be classified as follows:
 - HARD ROCK : shall mean rock that can only broke by explosives.
 - INTERMEDIATE ROCK : shall mean rock that cannot be economically excavated by hand but without the use of explosives. Mechanical means i.e. machines shall be used for this purpose.
 - PICKABLE : shall mean all material not classified as rock or soft rock
- c) After poles and stays have been planted, the holes shall be backfilled and well compacted. Compaction shall be executed in layers of not more than 300 mm to obtain a high compaction density.

No holes shall be left open at any stage.

- d) The poles shall be planted at the following minimum depths

LENGTH (m)	PLANTING DEPTH (m)
7	1,3
8	1,4
9	1,6
10	1,8
11	1,8
12	2,0
13	2,2
15	2,5

- e) The following dimensions shall be used when calculating the cubic capacity of excavations:

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Pole holes : 1.2m x 0.6m x depth
Stay holes : 1.2m x 0.6m x 1.5m
Trench earths : 0.5m x 0.6m x length

- f) All the poles shall be installed with the marking tags facing the roadside, where applicable, or else face in the same direction where a road does not exist alongside the overhead line.
- g) Poles shall not be installed in clayed soil or in swampy conditions without the necessary precautions to stabilise the installation. Kick blocks and bases shall be provided where grounds with poor bearing qualities are encountered.
- h) If unsatisfactory conditions for the installation of poles are encountered during the excavations, the Engineer shall be informed without delay in order to facilitate alteration of the foundation design or alteration of the route of the line.
- i) Poles and stays shall be installed on undisturbed soil.
- j) If wooden poles are installed in concrete or other water retaining foundation the pole shall protrude through the concrete to ensure adequate natural drainage to prevent rotting of the wooden pole in the foundation due to the accumulation of water between the pole and the foundation.

3.12. Documents and Drawings

- a) The Contractor shall supply all relevant documentation together with manufacturers' test certificates for equipment specified or approved for installation.
- b) The Engineer prior to installation shall approve any deviation from materials or equipment specified.
- c) All alterations shall be marked up by the Electrical Contractor on "as built" drawings and handed over to the Engineer.

3.13. Tests and Commissioning

The minimum requirements for the testing of overhead line installations shall be as follows:

- a) For voltages not exceeding 1 kV, tests shall consist of at least:
- Insulation and continuity test by means of a 500-volt insulation-resistance tester.
 - Phase rotation at each connection and/or shackle point
 - No load voltage at supply point
 - No load voltage at terminal point
 - Full load voltage at terminal point
- b) For voltages exceeding 1 kV and up to 33 kV, tests shall consist of at least:
- AC or DC injection (pressure tests) between phases, and phases and earth at 1.5 times the rated system voltage for 15 minutes.
 - Phasing out at interconnecting line isolators, back-to-back terminations, etc.
- c) All pre-commissioning and commissioning tests shall be reported to the Engineer one week prior to such tests being performed.
- d) Test sheets shall be made out in triplicate indicating type of tests performed and resultant observations noted.
- e) Test sheets shall be dated and signed by the Electrical Contractor or Electrical Contractor's representative as well as a witness.
- f) A standard overhead line test sheet is included in this specification for basic requirements. Further tests may be required to be performed, and these shall be specified in detailed technical specifications.

3.14. Drop-out fuses and Isolators

A safety fuse must be suitable for vertical mounting at an angle of approximately 30 degrees and must be

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suitable for use on 22 kV overhead lines.

3.14.1. Isolators

The isolators will be of an outdoor type. The 22 kV isolators should be able to resist a wet (rain) creepage test of 15 kV and 30 kV respectively for 60 seconds.

3.14.2. Dropout fuse element

The element tube should be manufactured of a special spark extinguishing fibre. The tube will be strengthened to accommodate high explosions. The safety fuse element will be of a NEMA standard type.

3.14.3. Construction

The safety fuses should be hand operated under normal circumstances and should disconnect in faulty situations. Hand operation will apply by using a standard isolated link plate. Fuses should be able to be replaced easily and safely while the apparatus is still alive.

3.14.4. Installation

The drop-out fuses should be suitable for cross axis mounting. For this purpose, a galvanised clamp should be supplied with every unit. Parallel grooved terminals, which can accommodate conductors from 20 mm² to 70 mm² should be part of every fuse.

All bolts, nuts and washers should be of a non-corroding metal.

3.14.5. Tests

The safety fuses should comply with the following requirements:

Normal Voltage	22 kV
Current carrying capacity	100 A
Minimum breakpoint (symmetrical)	5 kA - 8 kA
Minimum distance between open contact	360 mm
Minimum distance between phase and ground	250 mm

3.15. Pole-mounted Transformers

This specification describes in detail the requirements for pole-mounted transformers.

3.15.1. Materials

- a) Transformer tank shall be sealed and may be either rigid or corrugated.
- b) All welding materials shall be of the same quality of the base metal.
- c) The transformers are to be of a sealed type with welded lids.
- d) All edges shall be removed and shall have a smooth finish.
- e) After all machining is completed, the entire unit shall be cleaned with a suitable solvent prior to a finish being applied.
- f) All surfaces shall be properly treated against corrosion.
- g) The finish shall be obtained by the use of the electrostatic epoxy coating method. Other finishes will be considered, provided that full details of the process are submitted with the Bid. The colour to SANS1091:

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1975 code C12) as approved by the Engineer shall be used for final finish. Bidders are requested to quote the standard colour of their equipment.

3.15.2. Transformer Specification

- a) Type:
 - (i) Winding double wound
 - (ii) Core or shell core
 - (iii) Frequency 50 Hz
 - (iv) Cooling ONAN
 - (v) Installation pole-mounted
 - (vi) Low loss
 - (vii) Sealed to comply with NRS 027/1994
- b) Electrical network requirements:
 - (i) Rated maximum HV voltage: 22 kV
 - (ii) Rated maximum LV voltage: 480V Rural phase - 240 V single phase
 - (iii) Earthing (HV and LV) neutral solidly earthed
 - (iv) Load power factor approximately 0,8
- c) Vector group and symbol: DYN 11 (three phase transformers)
- d) Impedance shall be in accordance with Table 9 of SANS 780-1979
- e) HV Winding insulation level shall be rated at 95 kV in accordance with Table 11 of SANS 780
- f) LV Winding insulation level shall be rated at 2.5 kV RMS (table 11 SANS 780)
- g) Tap change range of $0 \pm 3 \% \pm 6 \%$, utilising an off load, external rotary type tap change switch, with a locking device, shall be provided if specified.
- h) Standard fittings shall include:
 - (i) Rating and diagram plate.
 - (ii) Neutral terminal.

3.16. Distribution Transformers

3.16.1. Standards

In addition to complying with the requirements of Section 4.15. for pole mounted transformers, all distribution transformers shall be manufactured in accordance with SANS780, and with the following specification.

3.16.2. Quality Control

If the Bidder's quality control system meets the requirements of SANS0157, this should be indicated in the Data Schedule.

3.16.3. Windings

The Winding material (i.e. copper or aluminium) shall be as specified in the Equipment Schedule.

3.16.4. Fittings

The fitting shall be as indicated in the Equipment Schedule. When pole-mounting transformers are specified, all necessary clamps, bolts, nuts, washers, etc. shall be supplied. The bolts, nuts and washers shall be made from stainless steel.

3.16.5. Drawings

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Within six weeks of receiving the official order, the supplier shall submit three copies of the general arrangement drawing and the rating/diagram plate drawing. The general arrangement drawing shall also clearly indicate dimensions, weights and the position of all points of connection for cables or conductors in relation to the base.

3.16.6. Testing

Work Tests: Route tests shall be carried out at the Manufacturer's Works in accordance with Clause 7.1.1 and Appendix D of SANS780. Three copies of the certificates mentioned in D6 shall be supplied to the Engineer.

Site Tests: Site tests shall be limited to the measurements and recording of values of insulation resistance and electric strength and moisture content of the insulating oil of non-sealed transformers (oil tests of SANS 555).

Transformers which have an insulation resistance less than 1 000 Mega ohms or which fail the oil tests shall not be acceptable.

Two copies of the test results which clearly indicate the person (s) who carried out the tests and which shall bear the signature of that person shall be supplied to the Engineer.

Two values of insulation resistance shall be measured.

HV winding to earth with the LV winding earthed.

LV winding to earth with the HV winding earthed.

For test 1.6.1 on 22 kV transformers a 5 kV insulation tester shall be used. For test 1.6.2, a 2 kV insulation tester shall be used.

3.16.7. Transport

When silica-gel breathers are specified, they shall be removed, placed in a waterproof covering and securely fixed to the transformer before leaving the manufacturer's premises.

All other equipment (e.g. thermometers) shall be suitably protected against the weather and mechanical damage in transit.

3.16.8. Erection on Site

When erection is included in the Contract, the transformers shall be off-loaded, installed and correctly positioned in the substations or other places specified.

All packing shall be removed, and any bushings or fittings removed for transport shall be replaced. Any damage to the transformers, fittings or paintwork in transit or erection shall then be made good to the approval of the Engineer. If, in the opinion of the Engineer, the damage is such that its repair on site would allow the winding to absorb moisture or otherwise affect the performance or reliability of the transformer, the transformer shall be returned to the works for repair and shall be re-tested before subsequent dispatch to site. After erection (and repair), the transformer shall be cleaned down to remove all dirt and oil.

Tests for insulation resistance and oil condition shall then be made as specified.

Under no circumstances shall the Electrical Contractor expect or request the Employer to perform any of the services mentioned above.

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3.17. Single phase prepayment split PLC meters and dispensing equipment

3.17.1. Scope

The Electrical Contractor shall procure, deliver, install, connect, commission and validate the prepayment of energy meters and dispensing equipment in accordance with the specification.

3.17.2. Specification

The following specifications form part of this specification:

- a) SANS 1524/1 : Prepayment Split PLC Meters
- b) SANS 0142 : Wiring code
- c) NRS 009/1,2,3 : National energy meters cards and association numbering standards

3.17.3. Material

All equipment used shall comply with the applicable SANS standards and the wiring shall comply with the latest revision of SANS 0142.

The unit must be manufactured from rust free material such as glass fibre reinforced plastic.

3.17.4. Prepayment Split PLC Smart Meter Unit

The design of the unit shall be such that any unlawful tampering shall disable the unit and can only be repaired by authorized operators.

The control logic and memory shall be designed such that interruptions or disturbances in the supply will not affect the meter in any way.

The unit shall have the following built-in feature or programmable function:

- Programmable main switch (two pole)
- LED that flashes at a given rate for energy consumption
- LCD display for messages
- Unique coding system for entering information.

The use of a keypad to add additional units. Once entered successfully, the code or card shall be prevented from being re-entered.

Warning messages that shall warn the consumer of low energy, and unit status.

The main switch (E/L) shall be used as the control unit for the prepayment meter.

14.17.5. Installation

The unit is normally installed in top box on 9m Pole and customer interface unit in the kitchen or dining room as described in the project specification. The service cable shall enter the unit from the rear through the wall or as agreed with the Clerk-of-Works.

The installation shall comply with SANS 0142.

14.17.6. Unit Numbering

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Each unit shall be supplied with a “meter number” that is required when electricity is purchased.
A name tag that shall tear if tampered with, will have the following wording:

"Property of : _____
"Eiendom van _____

The letter size shall be 5 mm.

14.17.7. Customer interface Unit equipment

- The equipment shall comply with the latest 575 standardised coding system.
- A register that contains all transactions that can be downloaded and backed up by an authorised operation.
- A database with all energy meters numbers that it dispensed units to.

14.17.8. Tests

Isolation and earth continuity tests shall be conducted on each unit and recorded on the certificate of compliance.

14.17.9. Equipment Schedule for Split Meter Ready board

Normal Voltage: 240 V
Fault withstand capacity: 5 kA

Box to be SANS approved, weatherproof, suitably sized to contain the following:

- 1 x 60A earth leakage unit (used as main disconnect, mounted on left hand side and receives the service conductor)

SPECIFICATIONS

SAP MATERIAL NO. 229833
SHORT DESCRIPTION: SPLIT METER READY BOARD, ECU D3171

TECHNICAL DESCRIPTION:

- Split meter ready board.
- Surge Arrester Installed
- Neutral linked to earth
- Standard wall box with 2 off switched socket
- Passive base connected to wall outlet box with 2,5mm SQ. 2 core and earth, UV stable, aluminium armoured, PVC sheathed cable to SANS Village7. Wall box has 4 – external mounting holes
- For use with energy control unit (ECU)
- For use when meter is to be installed outside
- A full COC will be required after installation
- Eskom drawing no. D-DT-3171

14.17.10. Equipment Schedule for Meter, Split din rail 20a; electricity meter

Normal Voltage: 240 V
Fault withstand capacity: 5 kA

The meter should be a single-phase Split din rail configuration, class 2, pre-payment electricity split meter.
The meter must be protected against lightning and voltage surges with a 5 kA / 5 kV surge arrester and

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must be able to withstand 414 volts for a minimum period of 48 hours. Must comply to SANS 1524-1, and SANS 62051.

Additional marking required on ECU:

The following minimum information shall be legible and indelibly marked on the ECU. This information shall be visible on the front of the enclosure:

- 1) The designation "ECU" in letters at least 4mm high, (preferably larger)
- 2) The rated current in A
- 3) The earth leakage protection unit sensitivity in mA
- 4) The over current breaking capacity in kA
- 5) A message, located close to the earth leakage test button, with the legend: "Test often. If unit does not switch off, seek advice." or similar.

14.17.11. Tamper Sensor

A tamper sensor that senses entry into the measurement unit enclosure and disconnects the load, shall not be fitted. Alternatively, if a sensor is fitted, it shall be permanently disabled by the manufacturer. A configuration setting that can be enabled again by an engineering code is not a sufficient method of disabling.

14.17.12. Single phase meters designed as a self-contained unit

Single phase prepayment meters that are not designed as split meters shall be constructed in accordance with the requirements of drawing number D-DT-3171, sheets A, B, C, D, E and F that form part of SCSSCAAJ1.

Prepayment meters that do not provide earth fault and over current protection shall be constructed in such a way that the active unit cannot be successfully inserted into the socket without first removing the extra tab, which is indicated in the relevant detail drawing in D-DT-3171, sheet A, section B-B.

14.17.13. Sealing

Provisions shall be made for sealing the measurement unit with stainless steel seal wires in accordance with ESKASAAN2. Where the terminals are contained inside the enclosure, they may be sealed with the same seal(s).

15. Other Matters

The appointed service provider is expected to provide the municipality with an asset maintenance plan template.

16. Delivery point

The delivery point is situated at Nkomazi Local Municipality offices.

17. Duration

Contract Maximum Duration is 2 months.

18. Delivery Basis and Order Quantities

As and when required by the Nkomazi Local Municipality

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1.1. SUPPLIERS / CONTRACTORS

1.1.1. "Certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached to this page. An example is given below.

1.2. JOINT VENTURE

1.2.1. The document of formation of the Joint Venture shall be attached to this page.

1.2.2. A "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY

"By resolution of the board of directors passed at a meeting held on

.....

Mr. /Ms..... whose signature appears below, has been duly authorized

to sign all documents in connection with the tender for Contract no.....

and any contract which may arise there from on behalf of (block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS: 1:

2:

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1. No bid will be accepted from persons in the service of the state:
2. Any person or having kinship with a person in the service of state, or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.
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 the bidder or his representative:

3.2. Identify Number:

3.3. Position occupied in the Company (director, trustee shareholder):

.....

3.4. Company Reference 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:

.....

❖ MSCM Regulations: "in the service of the state" means to be-

(a) A member of-

- (i) Any municipal council
- (ii) Any provincial legislature, or
- (iii) The national Assembly or the national council of provinces
- (b) A member of the board of directors of any municipal entity;

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- (c) An official of any municipality or municipal entity;
 - (d) An employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (e) A member of the accounting authority of any national or provincial public entity; or
 - (f) An employee of parliament or a provincial legislature
- ❖ 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

If yes, furnish particulars:

.....

3.10. Do you, have any relationship (family, friend, other) with a person employed by state/Nkomazi Local municipality, who may be involved in the evaluation and 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 the bidder and any person employed by state/Nkomazi Local Municipality, who may be involved in the evaluation and 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 the service of state?

YES/NO

3.12.1 If yes, furnish particulars.

.....

.....

3.13. Are any spouses, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of state?

YES/NO

13.13.1 If yes, furnish particulars.

.....

.....

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13.14 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.

13.14.1 If yes, furnish particulars.

YES/NO

.....

.....

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

Full Name	Position filled in the "State"	ID number	State employee number

.....

Signature

Bid Number

.....

Date

.....

Capacity

Name of the Company

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MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To**

- a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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- 1.6 Nkomazi Local Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Nkomazi Local Municipality.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**The Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1.1. POINTS AWARDED FOR PRICE

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

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80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.
- Table 1: Specific goals for the tender and points claimed are indicated per the table below.
 - Note to organs of state: where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
 - Note to tenderers: the tenderer must indicate how they claim points for each preference point system.)

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS

A total of 12,5 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -

HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	5	A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2.5	
more than 30% youth shareholding or	2.5	

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owned enterprise		
More than 30% people living with disability shareholding or owned enterprise	2.5	A copy of a Medical Certificate to confirm disability
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
A total of 7.5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -		
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	2.5	➤ A copy of a Full CSD report not older than 3 months - NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.
Points for valid B-BBEE level 1 contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	5	➤ Certified Valid BBEE certificate ➤ or Certified Valid EME and SME a sworn affidavit ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

*All certified copies must not be older than three months.

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EVALUATION CRITERIA

FUNCTIONALITY COMPARISON				
Functionality criteria	Sub criteria			Maximum number of
<u>Experience of key personnel in relation to the project</u>				<u>16</u>
Site Manager	Experience in years attach proof-CV: Experience should be in similar project. The CV should indicate the dates of earliest project and most recent one, no points will be awarded for experience less than 3 years.	3 years or more		4
Site Supervisor	Experience in years attach proof-CV: Experience should be in similar project. The CV should indicate the dates of earliest project and most recent one, no points will be awarded for experience less than 3 years.	3 years or more		4
Electrician	Experience in years attach proof-CV: Experience should be in similar project. The CV should indicate the dates of earliest project and most recent one, no points will be awarded for experience less than 3 years	3 years or more		4
Construction Health and Safety Officer	Experience in years attach proof-CV: Experience should be in similar project. The CV should indicate the dates of earliest project and most recent one, no points will be awarded for experience less than 3 years	3 years or more		4
Total Marks Achieved out of 15				
<u>Qualifications of key personnel in relation to the project</u>				<u>16</u>
Site Manager	Qualification (attach certified proof – certificate)	National Diploma in Engineering (Heavy Current)	4	4
		Nated Diploma (N6 + Diploma)	2	
Site Supervisor	Qualification (attach certified proof – certificate)	Certified Installation Electrician (Wireman’s license)	4	4
		Trade tested Electrician/Millwright	2	
Electrician	Qualification (attach certified	Trade tested Electrician	4	4

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	proof – certificate)	Electrical Engineering studies N6	2	
Construction Health and Safety Officer	Qualification (attach certified proof – certificate)	CHSO Valid registration	4	4
Total Marks Achieved out of 32				
<u>Company Profile: and Related Experience</u>				<u>43</u>
Projects Related Experience	Number of similar projects worth 2 million or more: Provide certified copies of appointment letters	1-2 projects	10	30
		3-4 projects	20	
		5+ projects	30	
<u>Quality Management Systems</u> This shall be demonstrated by accredited certifications or documented quality management Systems.	Attached SANAS Accredited Certification or Management System documents.	Valid SANAS accredited (QMS) ISO:9001 Certification	5	5
		Quality Management System document	2	
<u>Environment and Management Systems</u> This shall be demonstrated by accredited certifications or documented, environmental management systems.	Attached SANAS Accredited Certification or Management System documents.	Valid SANAS accredited (EMS) ISO:14001 Certification	4	4
		Environmental Management System document	2	
<u>Health and Safety</u> This shall be demonstrated by accredited certifications or documented health and safety management systems.	Attached SANAS Accredited Certification or Management System documents.	Valid SANAS accredited (HSMS) ISO:45001 or 18001 Certification	4	4
		Health and Safety Management System document	2	

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<u>Registration and affiliations</u> NB: Registration must be in the name of the Principal Contractor. In a case of JV registration must be in one of the Company's names in partnership. Electrical Contractor Registration must show the name of the Site Supervisor.	Valid registration with the department of Labour (Now known as Department of Employment and Labour) as an Electrical Contractor (as Installation Electrician or higher in the name of the bidder)	Valid registration with the department of Labour (Now known as Department of Employment and Labour) as an Electrical Contractor (as Installation Electrician or higher in the name of the bidder)	10			10												
		No Certification submitted	0															
<u>Bidders Physical Resources</u> Resources such as but not limited: - Cherry Picker - Truck Mounted Crane - LDV (Bakkie)	This shall be demonstrated by vehicle registration certificates in the bidder's name or/and letter by reputable and contactable equipment leasing company specifying an intent to allow contractor to lease.	2+ Stipulated Vehicles leased or owned <2 Stipulated Vehicles leased or owned	<table><tr><th>Resources</th><th>Owned</th><th>Leased</th></tr><tr><td>Cherry Picker</td><td>5 points</td><td>2.5 points</td></tr><tr><td>Truck Mounted Crane</td><td>5 points</td><td>2.5 points</td></tr><tr><td>LDV (Bakkie)</td><td>5 points</td><td>2.5 points</td></tr></table>	Resources	Owned	Leased	Cherry Picker	5 points	2.5 points	Truck Mounted Crane	5 points	2.5 points	LDV (Bakkie)	5 points	2.5 points			15
Resources	Owned	Leased																
Cherry Picker	5 points	2.5 points																
Truck Mounted Crane	5 points	2.5 points																
LDV (Bakkie)	5 points	2.5 points																
Total Marks Achieved out of 68																		
Maximum possible score for functionality																		
100																		

NB: A bidder must score a minimum of 70 points to qualify for the next round of the evaluation (to be considered for pricing and preference points). If the bidder receives any points less than 70, the Bidder will be disqualified. Also note that points are not cumulative.

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DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

.....

4.4. Company registration number:

.....

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii. In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - a. disqualify the person from the tendering process;
 - b. recover costs, losses or damages it has incurred or suffered because of that person's conduct;
 - c. cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation;
 - d. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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- e. forward the matter for criminal prosecution, if deemed necessary.
- f.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

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

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The following standard terms and conditions of bid have been accepted and laid down by the Council of Nkomazi Local Municipality and are applicable to all bids, contracts and orders, unless otherwise directed by the Council prior to the invitation of bids.

1. GENERAL DIRECTIVES

1.1. Formal contracts

Formal contracts shall only be concluded with bidders where this requirement is stated in the bid documents. In the absence of a formal contract, the duly completed and signed bid accepted by a letter of acceptance by Nkomazi Local Municipality and signed by both parties, shall be the contract between the parties, and this shall include the tender document.

1.2. Expenses

Unless otherwise indicated in the bid documents, Nkomazi Local Municipality shall not be liable for any expenses incurred in the preparation or submission of any bid.

1.3. Briefing Notes

Nkomazi Local Municipality may issue Briefing Notes from time to time during the bid submission phase so that prospective bidders will timeously be made aware of any and all information that might assist them in articulating their bids.

Briefing Notes will be sequentially numbered to facilitate easy reference.

1.4. Governing laws

Laws of the Republic of South Africa shall govern contracts arising from the acceptance of bids.

1.5. Site inspections and explanatory meetings

1.5.1 Nkomazi Local Municipality may require the attendance of a Compulsory site inspection or explanatory meeting. Where this is a condition of bid, bidders must attend the site inspection or explanatory meeting in order to submit a valid bid. Failure to attend or coming late for the said meeting will result in the bid being non-compliant.

1.5.2 Particulars of the place and time of the site inspection or explanatory meeting will be indicated in the advertisement and the bid documentation.

1.5.3 Minutes will be taken of all information disclosed during the site inspection or explanatory meeting, and copies of these minutes will be made available on request to all interested parties that attended the relevant inspection or meeting.

1.5.4 Where the attendance of the site inspection or explanatory meeting is an absolute requirement to the bid, bidders must be required to certify that they attended the site meeting or explanatory meeting and that they are fully aware of the scope of the bid.

2. INVITATIONS TO TENDER/BID

2.1. Service Provider Database

Nkomazi Local Municipality may issue invitations to bid for specific supplies or services to service providers listed on the Nkomazi Local Municipality service provider database.

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Without derogating from the above, Nkomazi Local Municipality reserves the right to go to open bid for the obtainment of supplies or services.

Requests for listing on the service provider database of Nkomazi Local Municipality will be issued from time to time in the local media.

2.2. Documents to be used

2.2.1 Bids must make use of the prescribed bid documents, and supply all necessary and required information called for therein.

2.2.2 Failure of a bidder to submit a bid duly signed in black ink, or to provide all required documentation or to complete bid documentation and certificates in all respects, may invalidate the bid.

2.2.3 Bidders should not qualify their bids by their own conditions, and such bidders run the risk of having their bid declared invalid.

2.2.4 Nkomazi Local Municipality may request the furnishing of a non-refundable bid deposit together with the submission of bids. This is to defray in part the cost of non-responsive bids, and to prevent nuisance bids being submitted.

3. Samples

3.1.1. Prospective bidders may be charged for samples provided to them by Nkomazi Local Municipality. Failure to do so may render the bid invalid. Nkomazi Local Municipality shall not be liable for any cost involved in the supply of samples by a tenderer/ bidder;

3.1.2. Where samples are called for in the bid documents, samples must be clearly marked with the bid numbers, item number and name of the bidder. Samples must reach the designated address for the submission of bids no later than the closing time;

3.1.3. Nkomazi Local Municipality may accept goods offered on loan for trial purposes, but is under no obligation to purchase the loaned goods, or any similar goods, and Nkomazi Local Municipality accepts no responsibility in the event of breakage of damage, or for the depreciation of depreciable goods.

4. Closing of tenders/bids

4.1. Bids close at 12:00 AM on the closing date as indicated in the bid documents.

4.2. Extension of the closing date may be granted in certain circumstances where such extension is justified. Any extension will however be published before the original closing date or can be communicated during briefing session.

4.3. Tenders/bids shall be considered late if they are received at the address indicated in the bid documents after the closing time on the closing date. A late bid shall not be admitted for consideration, and where practicable, shall be returned unopened to the bidder.

5. Submission of tenders/bids

5.1. Tender/bid documents must be deposited in the bid box at the address indicated in the bid documentation, failing which at a clearly indicated alternative site (where applicable).

5.2. Tenders/bids must be deposited in a sealed envelope or container, which envelope or container must clearly indicate the bid number and description of bid (where applicable).

5.3. Tenders/bids must be submitted in English.

5.4. Tenders/bids received by facsimile, telegram, telex, e-mail or other similar media will not be accepted as validly submitted bids (where applicable).

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5.5. Only original tenders/bids or photocopies of the original documentation which is submitted in the prescribed manner may be accepted as valid bids.

5.6. All tenders/bids received prior to the closing date shall be kept in safe custody until the closing time of bids.

6. Opening of tenders/bids

6.1. Tenders/bids will be opened in public (where applicable) as soon as practicable after the closing time.

6.2. Tenders/bids will be given a registration mark and a list of bids received will be placed on record.

7. Validity periods

The period for which bids are to remain valid and binding shall be indicated in the bid documents. The validity period is calculated from the closing time and will continue until the close of business on the last day of the period, and where this day falls on a Saturday, Sunday or public holiday, the bid will remain valid and binding until the close of business on the following business day.

8. Tender/bid prices and delivery periods

8.1. Firm tender/bid prices and delivery periods are preferred.

8.2. "Firm" prices are deemed to be prices which, are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of any tax, levy or duty, which in terms of a law or regulation is binding on the bidder and will demonstrably have an influence on the prices of supplies or on the cost of rendering services.

8.3. "Non-firm" prices are deemed to be all prices which are not "firm."

8.4. Where non-firm prices are offered, Nkomazi Local Municipality may require the submission of proof regarding labour and material costs, or other factors which are specified by the bidder, and should these costs be seen to be unrealistic, it may negatively affect the consideration of the bid.

8.5. Where applicable, the value of certificates (payment) issued in terms of the contract, shall be increased or decreased by applying a "contract price adjustment factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule referring to the General Conditions of Contract for works of engineering construction.

8.6. Expressions relating to the delivery of supplies or services which are unspecified such as "soonest" or "earliest" etc. are not acceptable. Where it has not been indicated whether prices or delivery periods are firm or not, bided prices and delivery periods shall be deemed to be firm and the contractor shall be bound thereby.

3. CONSIDERATION OF TENDER/BIDS

3.1. All bids validly submitted will be taken into consideration. Each tender/bid will be reviewed and evaluated for its ability to deliver the specific requirements of the bid in line with set criteria of paragraph 3.3.

3.2. Nkomazi Local Municipality is under no obligation to accept any tender/bid, or to accept the lowest tender/bid.

3.3. All tenders/bids will be reviewed and evaluated in accordance with the following criteria:

- General Information supplied by the bidder
- Compliance with bid requirements

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- Pricing
- Technical Evaluation
- Preferential Procurement points

- 3.4. Nkomazi Local Municipality may elect to invite verbal presentations from bidders for clarification of the content of their bids.
- 3.5. Nkomazi Local Municipality may, where a bid relates to more than one item, accept such tender/bid in respect of any specific item or items, and may also accept part of the specified quantity of any specific item or items.
- 3.6. Any decision by Nkomazi Local Municipality shall be final and Nkomazi Local Municipality shall only on request provide reasons for the acceptance or passing over of a bid.
- 3.7. Where a bid has been granted on the strength of information furnished by the bidder, which later proves to be incorrect, Nkomazi Local Municipality may, in addition to any other remedy it may have, recover all costs and damages suffered or sustained by Nkomazi Local Municipality as a result of the award of the bid from the bidder, and/or cancel the agreement and claim damages from the bidder.
- 3.8. Nkomazi Local Municipality will award a preference to bids in accordance with the Preference Certificate in the form of BBBEE status level certificate [T 5].
- 3.9. In the event of equal bids, the following order of priority will normally be applied in the consideration of equal bids:

Evaluation of bids that scored equal points

- 3.9.1. In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for BBBEE,
- 3.9.2. IF two or more bids have equal points, including equal preference points for BBBEE, the successful bid must be the one scoring the highest score for functionality if functionality is part of the evaluation process,
- 3.9.3. In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots
- 1.1. Successful bidders will be notified in writing of the acceptance of their bids.

4. TERMS AND CONDITIONS

4.1 Information provided

Nkomazi Local Municipality provides the bid documentation or any other information, in good faith. Any party or parties considering entering into a contract with Nkomazi Local Municipality on the basis of such information should conduct their own investigations and obtain the necessary professional advice and council, at their cost, necessary to formulate their own opinion regarding all matters related to the bid. Nkomazi Local Municipality cannot be held liable for any costs or damages flowing from a failure to do so by any bidder.

4.2 Legal and regulatory framework

- 4.2.1. All bids must function and be implemented within the general legal and regulatory framework relating to the supply or service, and requires compliance with all law by any bidder.

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- 4.3.2. The onus is on the bidder to ensure compliance of its bid as well as during the implementation of the bid with the applicable legal and regulatory requirements, and Nkomazi Local Municipality reserves the right to reject any bid on the basis of non-compliance by the bidder with the applicable legal and regulatory framework.
- 4.4.3. Where relevant Nkomazi Local Municipality may request the Respondent to submit proof of compliance with any aspect of the legal and regulatory framework.

4.3 No representations or warranties

All information contained in or provided as part of the bid documentation is offered in good faith and for the guidance of bidders. Nkomazi Local Municipality does not make any representation (express or implied), or provide any warranty as to the accuracy, completeness or correctness of bid documentation. Nkomazi Local Municipality shall not be liable for any claim for loss or damage to any bidder arising from any error, misstatement or omission contained in the bid documentation or any reliance thereon.

4.4 Declaration of interest

In order to prevent allegations of favouritism or nepotism in the procurement process, bidders must complete the Declaration of Interest & Interest in the State. (T4)

4.5 Reservation of rights

- 4.5.1. Nkomazi Local Municipality reserves the right to consider all possible options during the evaluation of bids. This includes the right not to proceed with the bid, suspend or temporarily defer the bid, or not to award the bid to any bidder. No liability shall attach to Nkomazi Local Municipality in the exercising of any of these rights.
- 4.5.2. If Nkomazi Local Municipality elects not to award the bid to any bidder, it may at its sole discretion, solicit bids in such manner as it may deem necessary in its absolute and sole discretion.
- 4.5.3. Copyright of all documents, data, designs, electronic aids, programmes etc. forming part of the bid documentation or developed by Nkomazi Local Municipality, shall remain to vest in Nkomazi Local Municipality.

4.6. Queries relating to the bid

- 4.6.1. Any queries relating to a bid or any process should be addressed in writing (registered mail, facsimile or e-mail), marked for the attention to:

The person and address stated in the bid documentation

- 4.6.2. Queries will be responded to in writing, and the written query and response may be distributed to all prospective bidders who have collected the bid documentation. The names of bidders raising queries will not be made known.

4.7. Information to be provided by bidders

The onus is on the bidder to ensure that all requirements contained in the bid documentation are complied with and all information requested from the bidder is supplied.

4.8. Independent submission

By submitting a bid, each bidder certifies that –

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- 4.8.1. Its bid has been submitted independently, without consultation, communication or agreement for restricting competition, with any other bidder or to any other competitor; and
- 4.8.2. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.

4.9. Sole property of Nkomazi Local Municipality

- 4.9.1. All materials, information and data submitted by bidders shall become the sole property of Nkomazi Local Municipality, with the exception of –
- 4.9.1.1. Confidential financial statements of the bidder; and
- 4.9.1.2. Copyright material, trade secrets or other proprietary information clearly identified as such by the bidder.

4.10. Confidentiality

- 4.10.1. Nkomazi Local Municipality undertakes to keep confidential all information received from any bidder which is clearly identified as confidential in the bid and which is not already public knowledge or available in the public domain or in the hands of Nkomazi Local Municipality or required to be disclosed by legal or regulatory requirements, and the bidder accordingly indemnifies Nkomazi Local Municipality against any claim or liability for its refusal to disclose the relevant information/data to any person seeking access thereto. Failure to honour such indemnity shall be deemed to be a waiver by the bidder of its right to exemption from disclosure and shall Nkomazi Local Municipality be authorised to provide a copy of the relevant information/data or any part thereof to the requester.
- 4.10.2. Information disclosed by Nkomazi Local Municipality is deemed as confidential and it is expected that bidders treat it as such. This includes all information which is not public knowledge or available in the public domain or required to be disclosed by legal or regulatory requirements. Bidders will be held liable for non-compliance in this regard.
- 4.10.3. No information of bidder shall be made available to another bidder or any person unless requested by the court of law. Bidder can be allowed to request to see his/her bid document or to seek clarity of his/her failure, but not to have access to other bidder's information.

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(a) CONTRACT FORM - RENDERING OF SERVICES

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

(b) PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- The following documents shall be deemed to form and be read and construed as part of this agreement:
 - Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - Other (specify)
- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

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CONTRACT FORM - RENDERING OF SERVICES
(c) PART 2 (TO BE FILLED IN BY THE PURCHASER)

I in my capacity as
accept your bid under reference number dated for the rendering of services indicated
hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty)
days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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(d) 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	<i>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?</i> <u>(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).</u> <u>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.</u>	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 ☐
4.2.1	If so, furnish particulars:		

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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:		

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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

BID NO:	NKO 37/2025	INITIALS	
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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:

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;

55

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

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.....

Signature

.....

Position

.....

Date

.....

Name of Bidder

BID NO:	NKO 37/2025	INITIALS	
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1. Name of firm:
2. Postal address.....
3. Physical address:
4. Telephone:
5. Fax no.:
6. E-mail:
7. Contact person:
8. Enterprise/ company Income Tax no.:
(Insert personal income tax number if a one-person business and personal income tax numbers of partners, if a partnership)
9. VAT registration no:
10. Tax clearance certificate attached (must be an original document & valid on the closing of the tender)
11. Bank account number and bank where account is held:
.....
12. Proof of payment of municipal services attached (or a letter from your local municipality which exempt you/company from payment of services)
13. Corporate entity registration no.....
14. Type of enterprise.....
(e.g. partnership, company, cc, one person business etc.)
(Certified copy of enterprise certificate)
15. Country of registration or incorporation

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16. Manner of participation:
(e.g. main contractor, supplier, professional service provider, joint venture, consortium etc.)

17. Business Sector.....

18. Total number of employees:

Full time.....

Part time:

Did your firm exist under a previous name?

.....

If yes, what was its previous name?

.....

Who were the owners/partners/directors?

.....

10. List all the partners, proprietors and shareholders by name, identity number, citizenship and shareholding:

Name	ID number	Citizen- Ship	Date of Ownership	%Share Holding/Ownership
1				
2				
3				
4				
5				

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Note: Where owners are themselves a corporate entity or partnership, please identify such.

11. List the major items of equipment, plant and vehicles owned by the firm or the owner, but utilised or to be utilise by the by the company (e.g Vehicles)

	Description	Number
1		
2		
3		
4		
5		
6		

12. Provide proof of organisational capability and practice profile to deliver the required supplies or services. (If insufficient space, the information may be provided as a separate annexure)

.....
.....

13. List the four largest contracts/assignments completed or in the process of being completed by your enterprise in years. (N.B.: Provide additional information on a separate paper if necessary)

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

Scope of work/Nature carried out previously	Contracted by whom /Employer name	tel & fax	Contract fee amount /value of work	Year of Completion

The undersigned is duly authorised to do so on behalf of the bidder and affirms that the information furnished is true and correct.

Signature

Duly authorised to sign on behalf of

COMMISSIONER OF OATH

DATE

WITNESSES

1

2

DATE:

OFFICIAL STAMP

BID NO:	NKO 37/2025	INITIALS	
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1. I/We hereby bid to supply all or any of the supplies and/or to bid all or any of the services as described and required in the bid documentation to Nkomazi Local Municipality, on the terms and conditions and in accordance with the specifications as stipulated in the bid documentation (which bid documentation shall be taken as part of, and incorporated into, this bid) at the prices and delivery periods as required therein.
2. I/We agree that –
the offer herein contained shall remain binding on me/us and open for acceptance by Nkomazi Local Municipality during the validity period indicated in the bid documentation, which period shall be calculated from the closing time of the bid;
3. this bid and its acceptance shall be subject to the Standard Terms and Conditions of Bid [T 5] which are contained in this bid documentation and with which contents I am/we are fully acquainted with;
4. if I/we withdraw my/our bid within the validity period of the bid for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Nkomazi Local Municipality may, without prejudice to any other remedies at its disposal, agree to the withdrawal or cancellation of the bid or contract that may have been entered into and I/we will then pay to Nkomazi Local Municipality any additional expense incurred by Nkomazi Local Municipality having to either accept any less favourable bid, or if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
5. if my/our bid is accepted the acceptance may be communicated to me/us by letter by ordinary post or registered post and that the Post Office shall be regarded as my/our agent, and delivery of such acceptance to the Post Office shall be treated as a delivery to me/us;
6. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose our *domicilium citandi et executandi* in the Republic at:

.....
7. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid and that the prices and scope of work bided cover all my/our obligations in terms of the bid documentation and that I/we accept that any mistakes regarding prices or calculations will be at my/our risk.
8. I/We hereby accept full responsibility for the proper execution and due fulfilment of all obligations and conditions devolving on me/us under this contract as the principal bidder liable for the contract.
9. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any judgment obtained against me/us as a result of such action.

Signature Tender/Bid no.....

Capacity

Duly authorised to sign on behalf of
.....

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The Municipal Manager
Nkomazi Municipality
Private Bag X 101
Malalane
1320

Sir/Madam

BID NO: NKO:37/2025 APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELCTRIFICATION OF 73 HOUSEHOLDS AT SIBANGE VILLAGE (PHASE 2)

DATE OF PUBLICATION OF TENDERS	CLOSING DATE AND TIME FOR SUBMISSION OF TENDERS	THIS TENDER HOLDS GOOD FOR ACCEPTANCE UNTIL
25/09/2025	23/10/2025	90 days

1. Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELCTRIFICATION OF 73 HOUSEHOLDS AT SIBANGE VILLAGE (PHASE 2)**

conformity with the above-said documents and addenda, for the sum of -

.....

.....

(R.....) * Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender.

2. I/We acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.
3. I/We undertake to complete and deliver the whole of the Project comprised in this contract within 2 months including the holidays during December and January and any other specified non-working days, calculated from the commencement day of supervision.
4. In the event of my/our not completing the whole of the works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum stated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.
5. If my/our tender is accepted, I/we undertake -

To sign the form of agreement included in this document within a period of twenty-one (21) days of receipt of written acceptance of my/our tender subject to the prior provision of the approved contract guarantee by me/us.

6. I/We agree to abide by this tender for a period of ninety (90) days from the closing date fixed for the submission of tenders, and it shall remain binding upon me/us and may be accepted at any time before expiry of that period.

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7. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the contract agreement.
8. In the event of there being any arithmetical errors in the priced bill of quantities, I/we agree to their being corrected, the rates being taken as correct.
9. I/We understand that you are not bound to accept the lowest or any particular tender you may receive, and that you shall not defray any expenses incurred by me/us in tendering.
10. I/We agree and undertake to commence the abovementioned Project within seven (7) days from the date on which the Project has been handed over to me/us by a written instruction from the Employer.
11. I/We declare that, notwithstanding anything contained in a covering letter to this tender, this tender is submitted entirely without qualifications.
12. I/We choose *domicilium citandi et executandi* at -

.....

in the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF TENDERER

NAME OF SIGNATORY (IN CAPITALS):

SIGNED ON THIS THEDAY OFIN THE YEAR OF.....

ON BEHALF OF:

ADDRESS.....

TELEPHONE NUMBER

FAX NUMBER:

WITNESS 1:

NAME IN CAPITALS:

WITNESS 2:

NAME IN CAPITALS:

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Complete the tender pricing schedule below including all relevant categories and classes of service offered for each financial year, in line with the terms of references. The rates below are exclusive of Vat. Tenderer to indicate if they are a Vat Vendor

Tender Pricing Schedule

ELECTRIFICATION OF 73 UNITS AT SIBANGE VILLAGE			
Item No.	Short Description	Amount	
	Summary	(Rands)	
A	Preliminaries and General	R	
B	Pegging out the works	R	
C	Digging Holes	R	
D	Plant Poles	R	
E	MV Structures	R	
F	MV Stays	R	
G	LV Structures	R	
H	LV Stays	R	
I	Service Boxes	R	
J	Stringing	R	
K	Transformer Installation	R	
L	LV Protection Morsdorf type fuses	R	
M	Installation Earthing	R	
N	Pole Numbering	R	
O	Other	R	
P	House Connections	R	
Q	Conductor	R	
SUB-TOTAL 1		R	
	5% Contingency		R
	Total Capital Project Cost amount		R
		15%VAT	R
	Total Capital Project Cost (Incl. VAT)		R
	No. of Stands		73
	No. of Connections		73
	Cost per stand		R
	Cost per connection		R

ELECTRIFICATION OF 73 HOUSEHOLDS AT SIBANGE VILLAGE						
Item	Description	Unit	Qty (A)	Supply & Delivery Rate (B)	Installation / Labour Rate (C)	Total (A*(B+C))
A	Preliminary, General and Provisions					
A.1	<u>Site Establishment when required</u>					
A.1.1	Locally Identify, secure and clear site (20x30m) including rental.	Sum	1			
A.1.2	Establishment of Site Camp (20x30m) (i.e fence & gate).	Sum	1			
A.1.3	Establishment of 1 x (6x2.4x2.7m) Material Storage.	Months	2			
A.1.4	Establishment of 1 x (6x2.4x2.7m) air-conditioned Site Office with fire extinguisher and first aid services, security lighting, barricading, warning signs.	Months	2			
A.1.5	Establishment of 1 x Ablution unit that contain male/female toilets, 2xurinals, 2xbasins and 2xchange rooms.	Months	2			
A.1.6	Establishment of security guard house at the entrance of the site camp.	Months	2			
A.1.7	Water and Electricity connections for Site Office and Ablution.	Months	2			
A.1.8	Removal of Site Establishment on completion of project.	Sum	1			
A.1.9	INSURANCE AND GUARANTEE:					
	Allow for the provision of insurances as stipulated in the Conditions of Contract, for the duration of the contract	Sum	1			
A.1.10	TRANSPORTATION: Allow for transportation of materials and equipment to site.	Sum	1			
A.1.11	MEETINGS: Allow for attendance to all site meeting, inspections including hosting and providing refreshments twice a month	Months	2			
	Sub-Total for A1					R

Item	Description	Unit	Qty (A)	Supply Delivery & Rate (B)	Installation / Labour Rate (C)	Total (A*(B+C))
A.2	<u>Preliminaries when required</u>					
A.2.1	Induction and Medical – General workers per task.	each	6			
A.2.2	Induction and Medical – Sub-Contractor per task.	each	1			
A.2.3	Management of Local Sub-Contractors per task.	Months	2			
A.2.4	Preparation and submission of a construction program to the Engineer as required in the documents per task.	each	1			

A.2.5	Allow for marking-up a full set of drawings to show the exact positions of cables, cable joints, road crossings etc. These "As build" drawings must be handed to the engineer at commissioning of the equipment. Provide hard + soft copies	Sum	1			
A.2.6	Allow for marking-up a full set of all maintenance manuals, including all technical literature, test certificates and wiring diagrams. Provide hard + soft copies	Sum	1			
A.2.7	Supply and Install name board (2450mm x 2450mm), with the projects, contractor, client and consultants, EPWP, Department of Energy and Minerals details on - prior approval from client required per task. Mount on 2 x 7m wooden pole. Include all accessories for execution of the job.	Each	1			
	Sub-Total for A2					R
Item	Description	Unit	Qty (A)	Supply & Delivery Rate (B)	Installation / Labour Rate (C)	Total (A*(B+C))
A.3	<u>Compliance and Security Obligations</u>					
A.3.1	Allow for Compliance with Safety Requirements as set out in the OHS Act and its regulations. This will include but not limited to: Safety plan, safety file, COIDA compliance, appointing of safety representatives and all legal appointments, etc	Once off	1			
A.3.2	Allow for Compliance with Safety Requirements as set out in the OHS Act. This will include holding of safety meetings, Safety talks, toolbox talks, the co-ordination of all safety requirements for all sub-contractors per task.	Months	2			
A.3.3	Allow for compilation of all necessary documents to ensure issuing of Construction Permit by Department of Labour and Employment. This task will only deem completed once Permit has been issued.	Once off	1			
A.3.4	ENVIRONMENTAL: Comply with environmental requirements	Months	2			
	Sub-Total for A3					R

Item	Description	Unit	Qty (A)	Supply Delivery & Rate (B)	Installation / Labour Rate (C)	Total (A*(B+C))
A.4	Provisional / PC Sums					
	For Work to be executed through Local Employment, nominated sub-contractors and Special Services					
A.4.1	Remuneration for Community Liaison Officer	Months	2			
A.4.2	Remuneration of 6x General Workers	Months	2			
A.4.3	Remuneration for sum of 3 x Security Officers	Months	2			
A.4.4	Remuneration for OHS Representative	Months	2			
A.4.5	Remuneration for OHS Officer, Full time on site.	Months	2			
A.4.6	Allow to test and commission the complete installation in the presence of the engineer and the client's representative and hand over for commercial use	Sum	1			
	Sub-Total for A4					R
A – SUB TOTAL: To be forwarded to summary of schedules (A1, A2, A3, A4)					R	

B	Pegging out the works	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	MV & LV Pegging	No.	89					
2	As-Built drawing by Surveyor who pegged the lines	sum	1					
3	Path clearing (Bush Clearing and Tree Felling	sum	1					
B – SUB TOTAL: To be forwarded to summary of schedules								R

C	Digging Holes	Unit	Qty	LRate	Ltotal	Total
1	13m Pole back-actor or hand 1.8m deep	ea.	2			
2	12m Pole back-actor or hand 1.8m deep	ea.	18			
3	9m Pole back-actor or hand 1.3m deep	ea.	68			
4	5m Pole back-actor or hand 1.3m deep	ea.	36			
5	MV Strut/Stay poles back-actor or hand	ea.	18			
6	LV Strut/Stay poles back-actor or hand	ea.	34			
7	Rock Drilling	ea.	1			
C – SUB TOTAL: To be forwarded to summary of schedules						R

D	Plant Poles	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	5m Wood 160-179mm tops complete with accessories	ea.	36					
2	9m Wood 160-179mm tops complete with accessories	ea.	68					
3	13m Wood 200-219mm tops complete with accessories	ea.	2					
4	12m Wood 180-199mm tops complete with accessories	ea.	16					
5	Strut poles complete	ea.	13					
6	Transformer structures (Out of Line)	ea.	2					
D – SUB TOTAL: To be forwarded to summary of schedules							R	

E	MV Structures - three phase	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Int ass vertical (1-10deg)	ea.	6					
2	Int ass stag Vertical (0 deg)	ea.	0					
3	T-off ass int vert	ea.	6					
4	Strain ass vert (10-30deg)	ea.	4					
5	In-line strain vert	ea.	1					
6	Anti-Climb	ea.	40					
7	3 phase Take-off - 2.5m wooden crossarm	ea.	3					
E – SUB TOTAL: To be forwarded to summary of schedules							R	

F	MV Stays (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	1 Off conv anchor	ea.	16					
2	1 Off flying stay	ea.	0					
3	1 Off strut pole	ea.	2					
F – SUB TOTAL: To be forwarded to summary of schedules							R	

G	LV Structures (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Supply and install 0°-30° intermediate ABC structure	ea.	43					
2	Supply and install 30°-60° strain ABC structure	ea.	15					
3	Supply and install 60°-90° strain ABC structure	ea.	10					
G – SUB TOTAL: To be forwarded to summary of schedules							R	

H	LV Stays (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	1 Off conv anchor	ea.	23					
2	1 Off flying stay	ea.	0					
3	1 Off strut pole	ea.	11					
H – SUB TOTAL: To be forwarded to summary of schedules							R	

I	Service Boxes (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	4 Way metering enclosure	ea.	16					
2	2 Way metering enclosure	ea.	25					
3	6 Way metering enclosure	ea.	0					
4	Landis and Gyr smart meters	ea.	73					
I – SUB TOTAL: To be forwarded to summary of schedules							R	

J	Stringing (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Mink conductor	m	2600					
2	70 mm sq ABC 3-ph + Neutral	m	1650					
3	35 mm sq ABC 3-ph + Neutral	m	1500					
4	MV Mink full tension joint	ea.	3					
6	LV joint full tension	ea.	6					
J – SUB TOTAL: To be forwarded to summary of schedules							R	

K	Transformer Installation (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
	Transformers: 22kV - Out of Line							
1	100kVA	ea.	2					
3	Low Voltage Protective Enclosure below transformer fully wired and labelled with 160A Circuit breakers (Main). Transformer distribution enclosure (remotely controlled)	ea.	2					
K – SUB TOTAL: To be forwarded to summary of schedules							R	

L	LV Protection Circuit Breakers (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	80A Circuit Breaker	ea.	0					
2	160A Circuit Breaker	ea.	2					

3	250A Circuit Breaker	ea.	0					
L – SUB TOTAL: To be forwarded to summary of schedules							R	

M	Installation Earthing (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	MV Earthing (Type 1 crowfoot)	ea.	2					
2	LV Earthing (Type 1 crowfoot)	ea.	2					
3	Bonding	ea.	18					
M – SUB TOTAL: To be forwarded to summary of schedules							R	

N	Numbering (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	MV pole numbering	ea.	18					
2	Meter Numbering	ea.	73					
N – SUB TOTAL: To be forwarded to summary of schedules							R	

O	Other	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Drop-out fuses three phase c/w structure	ea.	3					
2	Labelling of equipment	ea.	3					
O – SUB TOTAL: To be forwarded to summary of schedules							R	

P	House Connections	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Overhead connections	ea.	73					
2	Connect to Pre-paid Split meters inside enclosures	ea.	73					
3	Supply Ready Board, three pin plug and a light.	ea.	73					
4	Capture and upload of customer data including GPS co-ordinates and Supply of Data books	ea.	73					
5	COC certificates	ea.	73					
P – SUB TOTAL: To be forwarded to summary of schedules							R	

Q	Conductor	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	16mm sq Airdac SNE plus pilot wires	m	1850					
Q – SUB TOTAL: To be forwarded to summary of schedules							R	

NB: The municipality will appoint one service provider for these services.

Note that if the quoted rate per kilometre on travel expenses is more than the Nkomazi Local Municipality policy, then the policy will be applied, same applies to accommodation expenses. The actual hours will be agreed with the Bidder upon appointment based on the hourly rates per resource as budgeted by the municipality.

Is the Tenderer a Vat Vendor Yes ☐ No ☐

DETAILS OF PERSON THAT HAS COMPLETED THE SCHEDULE OF QUANTITIES:

_____	_____
NAME	RELATIONSHIP TO TENDERING COMPANY
_____	_____
SIGNATURE	CONTACT DETAILS

The municipality will benchmark the rates quoted with the AGSA for audit/accounting related works and the DPSA rates for any other works to be performed by the consultants under this tender.

THE NATIONAL TREASURY

Republic of South Africa



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GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

1. GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

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NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights

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7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

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1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

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1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding

immovable property, unless otherwise indicated in the bidding documents.

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

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

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

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

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

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

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

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

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

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

7. Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses 8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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

18. Contract 18.1 No variation in or modification of the terms of the contract shall be ^{amendments} made except by written amendment signed by the parties concerned.

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

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

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

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

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

22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the

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current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

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

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

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

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

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;

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- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and (iv) the reasons for the restriction.

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

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

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

25. Force 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination 26.1 The purchaser may at any time terminate the contract by giving written for insolvency notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination

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will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of 27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute

or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of

liability

28.1 Except in cases of criminal negligence or willful misconduct, and in

the case of infringement pursuant to Clause 6;

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

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

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

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

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

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

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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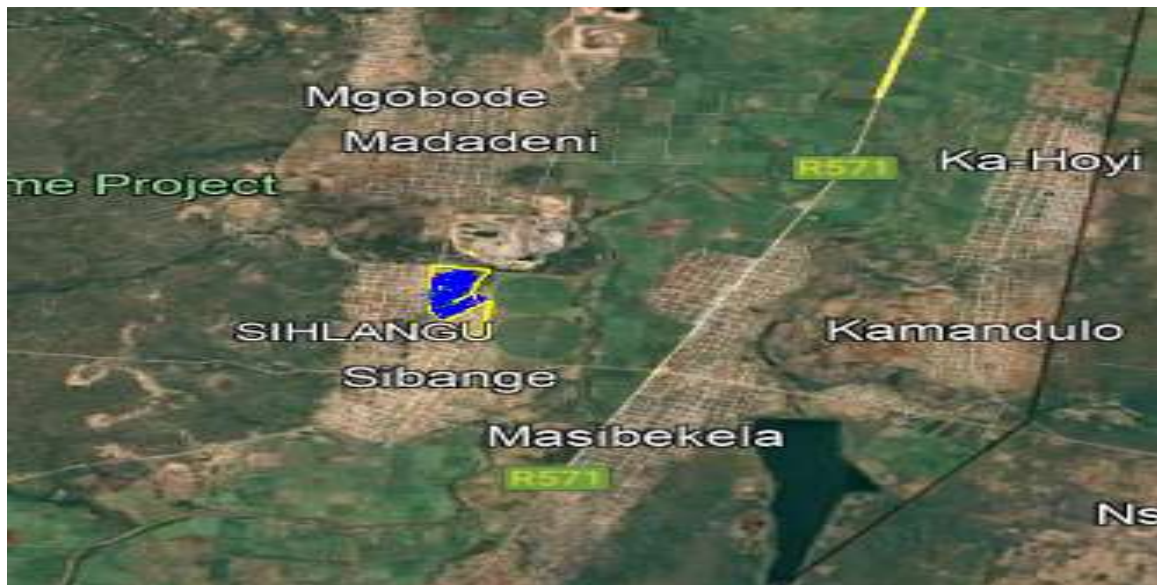
- Restrictive practices**
- 34 Prohibition of**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

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ANNEXURE B: SIBANGE VILLAGE SITE MAP - 25°50'44.32"S 31°47'29.07"E

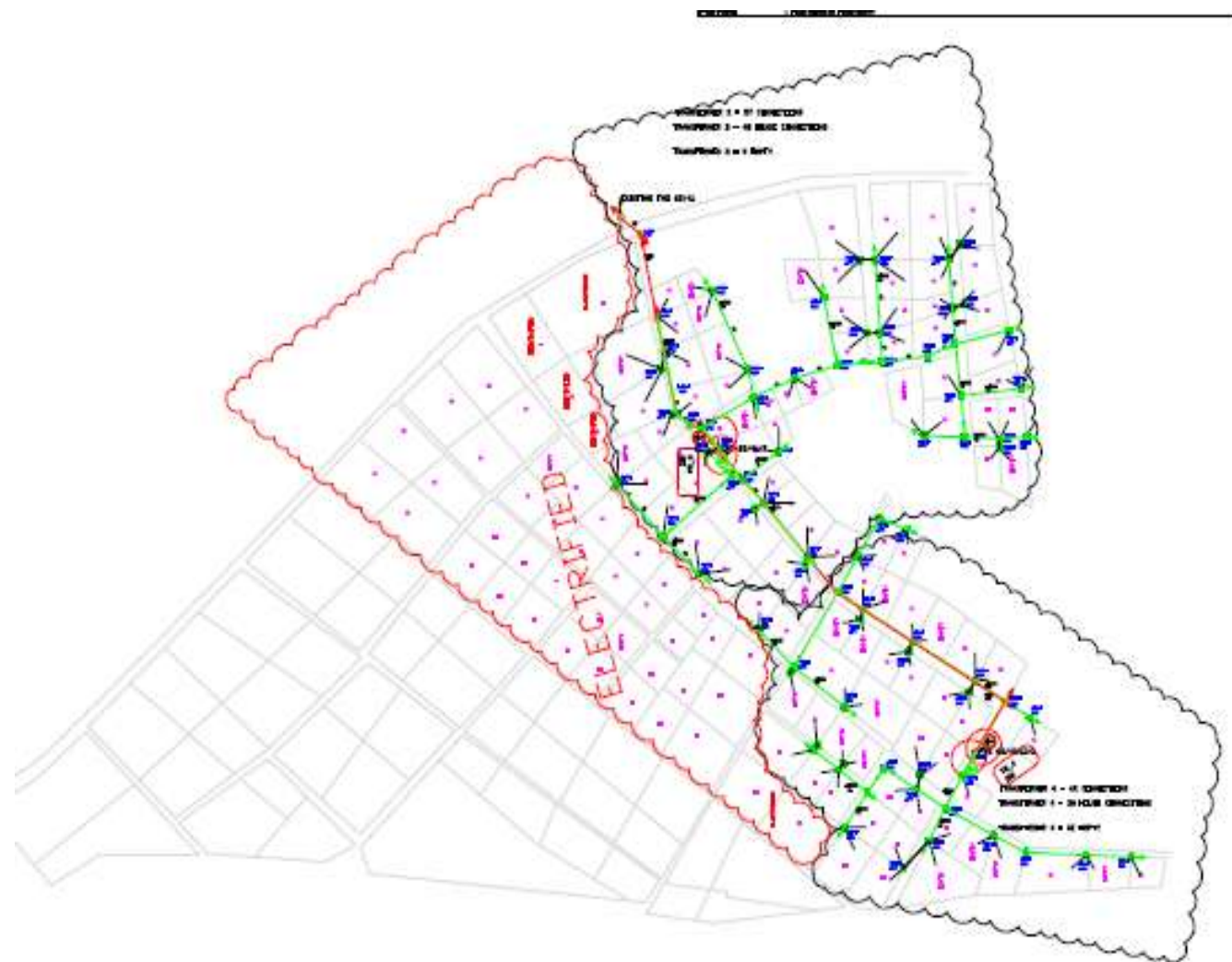
B1. Locality Diagram



B2. Large scale topographical drawing



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POLE CODE LEGEND

Code	Description	Notes
1	Standard Pole	
2	Transformer Pole	
3	Light Pole	
4	Sign Pole	
5	Utility Pole	
6	Street Light Pole	
7	Signal Pole	
8	Bus Pole	
9	Support Pole	
10	End Pole	

City of Columbia

Department of Public Works

Office of Engineering and Planning

Office of Information Technology

Office of the Mayor

Office of the City Manager

Office of the City Clerk

Office of the City Attorney

Office of the City Treasurer

Office of the City Auditor

Office of the City Historian

Office of the City Librarian

Office of the City Planner

Office of the City Engineer

Office of the City Surveyor

Office of the City Inspector

Office of the City Assessor

Office of the City Collector

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